

AMERICAN ASSETS TRUST

RETAIL ■ OFFICE ■ MIXED-USE ■ MULTIFAMILY

LLOYD CYCLE STATION MEMBERSHIP AGREEMENT

This Lloyd Cycle Station Membership Agreement (this “Agreement”) is entered into between Go Lloyd, an Oregon nonprofit corporation (“Go Lloyd”), as agent for Lloyd District TRS, LLC, a Delaware limited liability company (“Company”), and the member named below (“Member”), and incorporates by reference the Agreement, Release & Waiver of Liability, attached hereto as Exhibit A (the “Release”), and the Lloyd Cycle Station Rules & Regulation, attached hereto as Exhibit B (the “Rules”).

Member to Complete the Member Details Below

Member Details:

Member Name: _____ Street Address: _____
Contact Number: _____ City: _____
Email: _____ State/Zip: _____

Is Member’s employer a tenant of the Lloyd 700 Building?

Yes / No If Yes, Employer Name: _____

Facility Options, Terms and Fees:

<i>Facilities</i>	LLOYD 700 BUILDING TENANTS EMPLOYEES		PUBLIC (NON-TENANTS EMPLOYEES)	
	<i>Monthly Term</i>	<i>Annual Term¹</i>	<i>Monthly Term</i>	<i>Annual Term¹</i>
Bike Parking	Complimentary <input type="checkbox"/>	Complimentary <input type="checkbox"/>	\$15 <input type="checkbox"/>	\$99 <input type="checkbox"/>
Gear Locker	\$7 <input type="checkbox"/>	\$70 <input type="checkbox"/>	\$7 <input type="checkbox"/>	\$70 <input type="checkbox"/>
Shower Room Locker	\$10 <input type="checkbox"/>	\$100 <input type="checkbox"/>	\$10 <input type="checkbox"/>	\$100 <input type="checkbox"/>
Shower Room	\$20 <input type="checkbox"/>	\$200 <input type="checkbox"/>	\$25 <input type="checkbox"/>	\$200 <input type="checkbox"/>
Total Payment:				
Total Due at Signing:				

1 – The annual fee applies only if Member pays the entire annual fee amount upon the commencement of the term. The annual fee and the monthly fee shall be non-refundable, even if this Agreement and Member’s rights under this Agreement are terminated pursuant to Section 3 or 4, below, prior to the expiration of the term.

Checks should be made payable to **Go Lloyd** and delivered to Go Lloyd at 700 NE Multnomah, Suite 340, Portland, OR 97232 unless otherwise directed by Company.

For Internal Use Only:

Access Card <input type="checkbox"/> / Key Fob <input type="checkbox"/> Number: _____
Entered by: _____
Date: _____
Comments: _____

For good and valuable consideration, receipt of which is hereby acknowledged, Member and Company agree as follows:

1. Member shall have the right to use the Lloyd Cycle Station and equipment at the Lloyd 700 Building located at 700 NE Multnomah, Portland, OR 97232 ("Building"), including, without limitation, the showers, locker facilities and bicycle racks (collectively, the "Facilities") that are specifically selected under "Facility Options, Terms and Fees," above, and the associated amenities or services, including without limitation, bicycle valet service (if made available in the Company's sole discretion), bicycle storage and bicycle repair services (collectively, the "Services"). At Company's sole and absolute discretion, the Facilities and Services may be modified or reduced or expanded from time to time without prior notice.
2. Member shall pay Owner's agent, Go Lloyd, or such other entity as Company may designate, the fees described above under "Facility Options, Terms and Fees" on or before (a) the first day of each month (if a monthly membership) or, (b) the first day of the Member's 12-month term and any renewal 12-month term (if an annual membership). Cash, checks made payable to Go Lloyd (or such other entity as Company may designate), and credit card (Visa, MasterCard and Discover only) are acceptable forms of payment for the initial commencement payment only and all subsequent monthly and annual renewal payments must be made using an accepted credit card. Payments should be made at the Go Lloyd office as indicated under the "Facility Options, Terms and Fees" section above, or such other address as Company may direct. Member authorizes Company, or such other entity as Company may designate, to automatically charge Member's credit card, or to institute a monthly or annual ACH/EFT transfer, of the monthly or annual membership fees, as applicable, until this Agreement is terminated as provided below.
3. The term of this Agreement shall automatically renew for 1-month terms (if a monthly membership) or 12-month terms (if an annual membership) unless and until: (a) Member notifies Company at least 14 days prior to the commencement of the renewal term that Member elects not to renew the Agreement, (b) Member fails to timely pay the applicable fees, (c) Member's employment with a Building tenant is terminated, pursuant to Section 4 below, or (d) Company terminates this Agreement at any time for any reason or no reason. Company may suspend Member's right to use the Facilities and Services and/or terminate this Agreement at any time in the event that (i) Member fails to timely pay the applicable fees, or (ii) Member violates any of the Rules attached hereto as Exhibit B, any modifications thereto or additional rules and regulations applicable to the use of Facilities and/or Services that Company or its agent may implement in their sole discretion from time to time.
4. If Member is an employee of a tenant of the Building, upon termination of Member's employment, this Agreement and Member's right to use the Facilities and Services shall immediately terminate unless and until Member elects to enter into a new Lloyd Cycle Station Membership Agreement subject to the then-applicable non-tenant employee fees, and rules and regulations. In the event Member's employment with a Building tenant terminates, Member agrees to immediately notify Go Lloyd, or such other entity as Company may designate, and return his/her access card/key fob. Upon termination of Member's employment, Member will be charged a penalty of \$100 per month until Member either notifies Company, Go Lloyd or such other entity as Company may designate, of termination of Member's employment or Member enters into a new Lloyd Cycle Station Membership Agreement.
5. Should any provision of this Agreement (including, without limitation, for the avoidance of any doubt, the Release and the Rules) be determined to be invalid or unenforceable, such provision shall be deemed severed from this Agreement, and such invalidity or unenforceability shall not affect the remaining provisions of this Agreement, which shall remain in full force and effect.

In witness whereof, Company and Member have entered into this Agreement as of the date set forth below their respective signatures below.

Lloyd District TRS, LLC,
a Delaware limited liability company

By: Go Lloyd,
an Oregon nonprofit corporation
Its: Agent

Name: _____
Date: _____

Member:

Name: _____
Date: _____

EXHIBIT A

AGREEMENT, RELEASE & WAIVER OF LIABILITY

The undersigned ("Member") acknowledges that he/she is voluntarily using the Lloyd Cycle Station and equipment at the Lloyd 700 Building located at 700 NE Multnomah, Portland, OR 97232 (the "Building"), including, without limitation, the showers, locker facilities and bicycle racks (collectively, the "Facilities"), and voluntarily using any associated amenities or services, including without limitation, bicycle valet service (if made available in the sole discretion of Owner (as defined below)), bicycle storage and bicycle repair services (collectively, the "Services"), and in exchange for the use of the Facilities and any of the Services, Member agrees to the following:

Member acknowledges and agrees to be bound by all rules and regulations now or hereafter adopted by Lloyd District TRS, LLC, AAT Lloyd District, LLC and/or American Assets Trust Management, LLC (collectively, and together with their respective agents (including, without limitation Go Lloyd), employees, officers, directors, members, managers and affiliates, "Owner"), and agrees to use the Facilities and/or Services at Member's own risk. Member voluntarily assumes all risk of personal injury, death, property damage and/or property loss occurring on or about or sustained while using the Facilities and/or Services. Member further releases and discharges Owner from, and covenants not to sue Owner for, any and all claims, liabilities, damages, liens, expenses, losses or causes of action (including, without limitation, reasonable attorneys' fees, costs and expenses, whether or not suit shall be brought), arising directly or indirectly from (i) any use of the Facilities and/or Services by Member or Member's guests or invitees, (ii) use of the key fob/access card(s) given to Member, (iii) the storage or repair of any of Member's or any third party's property, (iv) any third party gaining access to the Facilities and/or Services by means of a Member's key fob/access card or (v) damage or loss caused by earthquake, flood, heat, cold, theft, vandalism, fire, water, wind, dust, rain, explosion, rodents, insects or any other cause whatsoever (collectively, "Claims"), and shall hold Owner harmless from and indemnify and defend Owner against any and all Claims.

Member acknowledges that the daily use lockers in the Facilities are for daily use only and that the Gear Lockers and the Shower Room Lockers in the Facilities are available based on the terms marked on the Agreement. Any personal property left overnight in the showers, daily use lockers, Gear Lockers, Shower Room Lockers, or any other area in the Lloyd Cycle Station shall be deemed abandoned and may be removed and discarded other than bicycles stored in the bicycle locker area and personal property stored in rented lockers in the bicycle storage or shower area of the Facilities. Owner shall not be liable for any lost, stolen or damaged property or for discarded or abandoned property left in the Facilities. Member understands and acknowledges that (i) there is no fitness expert or any other healthcare professional staffed at the Facilities, and (ii) the Facilities, the Building and surrounding common areas shall not be required to be equipped with security cameras or other surveillance equipment, or staffed with security or other personnel. Member acknowledges that any key fob/access card given to Member is to only be used by Member, and Member assumes full responsibility for the control and custody of any such key fob/access card. Any lost or stolen key fob/access card must be immediately reported to Go Lloyd or such other entity as Owner may designate.

This Agreement, Release & Waiver of Liability (this "Release") is made a part of the Lloyd Cycle Station Membership Agreement to which it is attached. Should any provision of this Release determined to be invalid or unenforceable, it shall be deemed severed from this Release, and such invalidity or unenforceability shall not affect the remaining provisions of this Release, which shall remain in full force and effect. The Member intends to be bound by this Release and intends for this Release to bind Member's, heirs, next-of-kin, devisees, assigns, conservators, guardians and other legal representatives.

Member acknowledges he/she has read and understands this Release, and agrees to the terms of this Release.

Member:

(Signature)

Name: _____

Date: _____

EXHIBIT B

LLOYD CYCLE STATION RULES & REGULATIONS

These Lloyd Cycle Station Rules & Regulations (these “Rules”) are made a part of the Lloyd Cycle Station Membership Agreement to which they are attached (the “Membership Agreement”). All capitalized terms used but not defined herein shall have the meanings ascribed to them in the Membership Agreement.

In consideration for Member’s permission to use and access the Facilities and the Services, Member agrees to comply with each of the following rules and regulations and such other rules and regulations as Lloyd District TRS, LLC, AAT Lloyd District, LLC and/or American Assets Trust Management, LLC (collectively, the “Owner”), or their agents, successors or assigns may from time to time establish in their sole and absolute discretion. Member’s failure to do so may result in the immediate termination of the Membership Agreement and Member’s right to use Facilities and Services, in Owner’s sole and absolute discretion.

- A. Prior to using the Facilities or the Services, Member must sign a Membership Agreement, a Release, these Regulations and such other agreements or forms as Owner or Go Lloyd (or such other entity as Owner may designate) may request. Member must have a pre-authorized key fob or access card to enter the Facilities. No guests or invitees of Member are permitted to access or use the Facilities or Services.
- B. Member shall use the Facilities and the Services at his/her own risk.
- C. Member shall use reasonable care and caution when entering and leaving the Facilities.
- D. In the event Member becomes aware of any faulty or malfunctioning equipment, hazardous conditions, situations, or safety concerns while using the Facilities or Services for any reason, he/she shall immediately report it to Go Lloyd office located in Suite 340 of the Lloyd 700 Building or such other entity as Owner may designate.
- E. Individual key fobs/access cards to the Facilities shall not be shared and shall only be used by Member such key fob/access card was issued to.
- F. Member shall keep the Facilities in a neat and orderly fashion, including wiping down bicycle racks after use.
- G. Any bath towels provided by Owner are for day use only and should be left in the locker room upon completion of Member’s usage of the Facilities each time/day. Owner reserves the right to terminate the bath towel service or any other amenities in its sole and absolute discretion.
- H. Member shall not store anything in the Facilities, except to the extent his/her personal belongings are temporarily stored in locker rooms during Member’s use of Facilities or Services or for the term expressed in the Membership Agreement. Member is strictly prohibited from maintaining a personal lock on the daily use lockers and all personal articles shall be removed upon completion of Member’s usage each time/day. Gear Lockers (located outside of the locker room) and Shower Room Lockers (located inside of the shower room) may be rented through Go Lloyd or such other entity as Owner may designate. Daily use lockers are available on a first-come, first-served basis and Gear Lockers and Shower Lockers are rented on a first-come, first-served basis. All lockers are subject to inspections at Owner’s management’s sole and absolute discretion.
- I. Appropriate attire is required at all times in the Facilities.
- J. Member agrees to read instructions prior to use of any equipment.
- K. Children under the age of 14 must be accompanied at all times by Member (an adult) in the Facilities. Pets are expressly prohibited from entering the Facilities at any time.
- L. No smoking or vaping of any substance, use of e-cigarettes, alcoholic beverages or glassware are allowed in or around the Facilities at any time.
- M. Owner reserves the right to modify or alter the Facilities, the equipment contained therein, and the associated services and amenities, including without limitation the Services, and the hours of operation of any of the foregoing.

- N. Member is prohibited from bringing into or storing in the Facilities dangerous, offensive, illegal items or substances including, but not limited to, fuel of any sort, fireworks, ammunition, firearms, toxic substances, stolen property, flammable, combustible, explosive, corrosive, perishable, noxious, odor emitting materials, animals, dangerous materials, illegal drugs or drug paraphilia.
- O. No bike locks (of any kind) shall be left attached to the bicycle racks without the presence of a bike. Bike lock bars shall be provided by Owner but not required. Owner and Go Lloyd shall not be responsible for the removal of any unauthorized bike locks left on the bicycle rack but may break, remove and discard the locks if they deem appropriate.
- P. Owner reserves the right to modify or delete any of the provisions of these Rules, or add additional rules and regulations, as Owner may from time to time deem appropriate.

Member acknowledges that he/she has read and understands these Rules, and agrees to comply with these Rules and such other rules and regulations as Owner, or its agents, successors or assigns may from time to time establish with respect to the use of the Facilities and/or Services.

Member:

(Signature)

Name: _____

Date: _____