

OFFICE BUILDING

FITNESS CENTER RELEASE AND INDEMNITY AGREEMENT

Columbia Texas Westchase Park Office Properties, LLC and Columbia Texas Westchase II Properties, LLC (collectively, "Owner"), owner of Westchase Park (the "Building") located at 3700, 3650, and 3600 West Sam Houston Parkway South, Houston, Texas 77042, managed by Transwestern Property Company SW GP, L.L.C. d/b/a Transwestern ("Manager"), presently has in the Building a fitness center, and associated locker room facilities, showers/dressing room facilities and locker facilities, and exercise and fitness equipment and other equipment, fixtures and furnishings located in such center and facilities, the foregoing being herein individually and collectively called the "Fitness Center". As used in this agreement ("Agreement"), "Property" refers to the Building, the parking garages associated with the Building, and the parcel(s) of land owned by Owner

The undersigned has requested permission to use the Fitness Center pursuant to the rules and regulations hereto attached as Exhibit "A" and the incorporated herein by reference (such rules and regulations, as they may be amended by the Owner or Manager in their sole discretion from time to time in the future, are herein called the "Rules and Regulations").

The consideration I am receiving for this Agreement is a revocable and nonexclusive license to use, without charge to the undersigned, the Fitness Center pursuant and subject to the Rules and Regulations. I hereby agree to observe and abide by the Rules and Regulations in the use of the Fitness Center (provided that as to any amendments of such Rules and Regulations, notice of such amendments is sent to the undersigned or to the tenant or subtenant who or which employs me, or is posted in the Fitness Center). I understand that my license to use the Fitness Center may be revoked at any time at the sole discretion of Owner or Manager, whether with or without cause, by oral or written notice to me or the tenant or subtenant (and in any event, unless sooner terminated, such license shall terminate automatically upon the earlier to occur of the expiration or termination of the lease or sublease of the tenant or subtenant in the Building, or the termination of my employment with the tenant or subtenant at the Building). Upon termination of such license, I shall immediately deliver my Fitness Center access card(s) to Manager and it or they will be cancelled. I further understand and agree that my right to use the Fitness Center is a **NON-TRANSFERRABLE REVOCABLE LICENSE** and that I shall not provide access to the Fitness Center to anyone other than myself, and that all access cards are and will remain property of Owner.

I expressly acknowledge and agree that use of the Fitness Center may involve risk of serious bodily injury or even death and I represent to Owner and Manager that I have had such physical examinations by a physician as are required by the Rules and Regulations and as I have otherwise deemed necessary and that I have determined that I am in such physical condition as to permit my safe use of the Fitness Center. I **ACKNOWLEDGE THAT MY USE OF THE FITNESS CENTER IS COMPLETELY VOLUNTARY, AT MY OWN RISK, AND THAT MY USE OF THE FITNESS CENTER SHALL BE IN THEIR "AS IT, WHERE IS" CONDITION AND "WITH ALL FAULTS", AND WITHOUT ANY**

REPRESENTATION OR WARRANTY, EXPRESSED OR IMPLIED, ON THE PART OF OWNER OR MANAGER, OR ANY OTHER PERSON OR ENTITY, CONCERNING THE CONDITION OF THE FITNESS CENTER, OR ANY OTHER MATTER WHATSOEVER, WHETHER RELATED OR UNRELATED. Without limiting the preceding sentence, I also acknowledge and agree that neither Owner nor Manager, nor any other person or entity, shall provide or be obligated to provide any personnel or equipment to assist, supervise, advise, manage or in any way control or oversee the Fitness Center or the users of the Fitness Center, nor to supervise other areas of the Property, nor to provide security for users of the Fitness Center or any of their property (whether in or about the Fitness Center, or in or about other areas of the Property, and whether during business or non-business hours). In the event any monitoring or supervision shall be provided, I acknowledge and agree that such monitoring or supervision shall be at the sole discretion, and for the sole benefit, of Owner and Manager, and not for my protection or other benefit. Without limiting or being limited to the foregoing, I also acknowledge and agree that in the event Owner or Manager shall elect to install a security camera or "assistance" button, such devices may not be efficacious, and may not be maintained in an operational condition, and may be monitored only occasionally or not at all, in each case in the sole discretion of Owner or Manager, and in no event whatsoever shall Owner or Manager, or any of the "Releasees" (as that term is hereinafter defined), have any responsibility or liability whatsoever for or in respect of such devices or the maintenance, monitoring or response, or absence of maintenance, monitoring or response of or to such devices, or the condition or efficacy of such devices.

I expressly acknowledge and understand that the novel coronavirus, COVID-19, has been declared a worldwide pandemic, is extremely contagious and that federal, state and local public health authorities recommend practicing social distances and other preventive health safety measures. I acknowledge that the neither Owner nor Manager can guarantee that I will not become infected with COVID-19 in connection with my use of the Fitness Center. **I attest that I will not enter the Fitness Center if I: (i) experience any symptoms of illness such as cough, shortness of breath or difficulty breathing, fever, chills, repeated shaking with chills, muscle pain, headache, sore throat, diarrhea, measured temperature greater than or equal to 100.0 degrees Fahrenheit, or new loss of taste or smell; (ii) have traveled to an area within the last 14 days that is banned by Presidential proclamations or other government requirements or announcements; (iii) am diagnosed with COVID-19; (iv) have been exposed to someone with a suspected case of COVID-19; or (v) am not following all recommended CDC guidelines.**

I further agree to comply with all applicable State of Texas, Harris County or City of Houston restrictions and order related to mitigating the spread of COVID-19.

I understand that using the Fitness Center could increase my risk of contracting COVID-19. I voluntarily assume the risk that I may be exposed to or infected by COVID-19 by using the Fitness Center, that such exposure or infection may result in personal injury, illness, permanent disability, and death to myself and to others whom I may encounter.

I VOLUNTARILY AGREE TO ASSUME ALL OF THE FOREGOING RISKS AND ACCEPT SOLE RESPONSIBILITY FOR ANY INJURY TO MYSELF (INCLUDING, BUT NOT LIMITED TO, PERSONAL INJURY, DISABILITY, AND DEATH), ILLNESS (INCLUDING, BUT NOT LIMITED TO, COVID-19), DAMAGE, LOSS, CLAIM, LIABILITY, OR EXPENSE, OF ANY KIND, THAT I INCUR IN CONNECTION WITH MY ATTENDANCE AT THE FITNESS CENTER.

I HEREBY FOREVER RELEASE, WAIVE AND DISCHARGE Owner and Manager, and their respective partners, members, managers, and affiliates and the officers, directors, employees, agents, representatives, shareholders, and contractors of any of the foregoing (individually and collectively "Releasees"), of and from any and all losses or damages, and an and all claims, demands, actions, suits or liabilities on account of or relating in any way, whether directly or indirectly, to any injury or illness, including, without limitation, COVID-19, or death sustained by me or any loss of or damage to my property, occurring while I am in any way using the FitnessCenter or in the Fitness Center for any purpose or which otherwise arises from or relates in any way, directly or indirectly, to the Fitness Center or my use of or activities in the Fitness Center (including, but not limited to, personal injuries, illness, including without limitation COVID-19, or death suffered by me arising from my use of the fitness or exercise equipment, saunas, showers or dressing areas, and damage, theft or loss of my property located or stored in the lockers or other portions of the Fitness Center), or my violation of this Agreement, in each case **WHETHER OR NOT ARISING FROM THE NEGLIGENCE (WHETHER GROSS OR SIMPLE) OR STRICT LIABILITY OF ANY OF THE RELEASEES, IT BEING MY INTENTION THAT THE FOREGOING RELEASE APPLY EVEN TO THE NEGLIGENCE (WHETHER SIMPLE OR GROSS) AND STRICT LIABILITY OF THE RELEASEES.**

I also hereby agree to **INDEMNIFY, DEFEND AND HOLD HARMLESS** the Releasees from and against any and all claims, demands, actions, suits, liabilities, losses and costs of any kind or nature whatsoever (including without limitation claims against the Releasees for any personal injury, illness, including, without limitation, COVID-19, death or property loss, damage or theft incurred by any person, and losses suffered by the Releasees due to damage to the Fitness Center by the undersigned) asserted against, or suffered or incurred by, the Releasees and arising from or relating to, whether directly or indirectly, may sue of the Fitness Center or activities in the Fitness Center, or any property I may bring into the Fitness Center, or my violation of this Agreement, in eachcase **WHETHER OR NOT ARISING FROM THE NEGLIGENCE (WHETHER GROSS OR SIMPLE) OR STRICT LIABILITY OF ANY OF THE RELEASEES, IT BEING MY INTENTION THAT THE FOREGOING RELEASE APPLY EVEN TO THE NEGLIGENCE (WHETHER SIMPLE OR GROSS) AND STRICT LIABILITY OF THE RELEASEES.**

The **WAIVERS AND RELEASES** provided above are intended to release and indemnify the Releasees against the consequences of any Releasee's own negligence or fault, even when the Releasee is solely, jointly, comparatively, contributively, or concurrently negligent, and even though any such claim, cause of action or suit is based upon or alleged to be based upon the strict liability of the Releasees.

I further acknowledge that this Agreement binds me and my heirs, personal representatives, assigns and next of kin and inures to the benefit of said Releasees and their personal representatives, heirs, successors and assigns.

I agree that Owner or Manager may specify the hours and days of use and operation of the Fitness Center from time to time, and may modify, alter, improve or close, either temporarily or permanently, the Fitness Center from time to time, in each case in its sole discretion.

This Agreement contains the entire agreement of the undersigned regarding the Fitness Center, and it supersedes any prior or contemporaneous oral or written agreements of the undersigned regarding such matter. The protections, immunities, rights and benefits afforded to Owner or Manager or any other Releasees are cumulative of and are in addition to, and not exclusive of, those provided to Owner or such other parties under the tenant's or subtenant's lease of space in the Building. This Agreement may not be amended or waived except in a writing signed by Owner. This agreement shall be enforceable to the

maximum extent permitted by applicable law. If any provision of this Agreement shall be invalid, illegal or unenforceable in any respect under applicable law, the validity, legality and unenforceable of the remaining provisions shall not be affected or impaired hereby. This Agreement shall be governed by the laws of the State of Texas.

[signatures on the following page]

I have read and voluntarily signed this Fitness Center Release and Indemnity Agreement without reliance upon any representation or statement by the Releasees.

Employee Signature

Date

Print Name

Male Female

Tenant Name

Badge Number

Building/Suite Number

Tenant Representative

FITNESS CENTER
Rules & Regulations

- A Fitness Center Release and Indemnity Agreement must be signed by each user, authorized by the designated office manager, and returned to the Building management office prior to using the Fitness Center.
- The Fitness Center may be used from 5:00 am to 10:00 pm, Monday through Friday with the exception of holidays, during periods of repair, cleaning or emergency, and other instances when the building is closed.
- The Fitness Center may be used only by employees of tenants and subtenants of Westchase Park. Visitors may not use or enter the Fitness Center, and no persons under the age of 18 may use or enter the Fitness Center.
- Obtain approval from your physician prior to commencing or modifying an exercise program.
- No user may enter any portion of the Fitness Center designated for use by members of the opposite sex.
- Each user must keep noise levels to a minimum level acceptable for an office building environment. No audible radio or other electronic devices are permitted.
- Lockers are provided for the use of Fitness Center users while they are working out. All belongings must be removed by each Fitness Center user upon completion of his or her use of the Fitness Center in order to make the locker available for the next user. Articles left unattended in lockers at the end of each day will be removed and brought to the management office as lost and found. All lost and found items will be kept no longer than 30 days if not collected by the owner. The lockers are not intended to protect your valuables. Do not bring valuables to the Fitness Center. Building management and owner cannot be responsible for any lost or stolen articles.
- If a locker is unable to be opened either due to user error or mechanical failure with a user's items inside, the user must contact the management office at 713-782-1884 for assistance. A user must make no attempt to obtain their items from within the locker by forcing the lock, door, or any other part of the locker. The user will be responsible for the replacement cost of the locker if the user damages the locker in any way.
- During peak hours, or while others are waiting, each user's time on the Fitness Center equipment must be limited to a total of no more than 30 minutes in the aggregate.
- The equipment and facilities must be used only for their intended purposes.
- No equipment or facility shall be used unless the user is already familiar with its proper use.
- Each user is requested to pick up such user's towels, water bottles, newspapers, magazines or any other personal items immediately after use.

Initials

- Each user is required to wipe down each piece of equipment after use. Antibacterial wipes are provided for use within the Fitness Center.
- Each user must turn off electronic equipment when finished.
- Each user must promptly report each observed malfunction and need for repairs to the equipment and facilities to the management office at 713-782-1884.
- Personal user hygiene must be practiced. Only clean, proper attire including shirts, shorts and athletic shoes must be worn in the Fitness Center at all times.
- No food or beverages (except water) are allowed in the Fitness Center. No glass containers may be brought into the Fitness Center. **ALCOHOLIC BEVERAGES ARE STRICTLY PROHIBITED.**
- No smoking or tobacco use is allowed in the Fitness Center.
- Each user must observe all requirements and warnings of posted signs.
- Each user is responsible for any damage to the Fitness Center caused by such user.
- Building manager or owner may deny or terminate access to the Fitness Center on the part of any individual at any time, whether with or without cause.
- Building manager or owner expressly reserves the right from time to time and in its sole discretion to initiate, permit, change, cancel or discontinue classes or group activities.
- Each user must also comply with all general Building rules and regulations.
- No outside fitness equipment of any kind is allowed in the Fitness Center.
- Personal trainers not contracted by Owner may not train with clients or provide fitness classes within the Fitness Center.
- No cameras of any kind are allowed in any locker room at the Fitness Center.
- To the extent of any conflict between the provisions of these Rules and Regulations, the provisions of the general Building Rules and Regulations, and the provisions of any posted signs, the provision which is the most restrictive against the user will prevail.
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- Each user must comply with all recommended federal, state and local guidelines related to COVID-19, including, without limitation, any guidelines promulgated by the Center for Disease Control and Prevention.
- Owner reserves the right to add, change, or delete any Rule or Regulation herein contained and to change the method of operation to ensure the maximum health, safety, and enjoyment of the facility.

Initials