



FITNESS CENTER AGREEMENT

The undersigned (“User”) makes this Fitness Center Agreement (“Agreement”) as of the date set forth below beneath his or her signature for the benefit of CLPF One Marina Park Drive, LLC (“Owner”) and CBRE, Inc. (“Manager”), all of which have a place of business at ONE Marina Park Drive, Boston, Massachusetts.

RECITALS

- A. Owner are the owners of the office buildings located at ONE Marina Park Drive, Boston, Massachusetts (the “Building”), and Manager is the property manager of the Buildings. The Building at ONE Marina Park Drive contains a fitness center (the “Fitness Center”) on the 3rd floor which is available for use by the tenants of the Owner in the Building.
- B. User desires to use the Fitness Center, and Owner and Manager are willing to permit User to use the Fitness Center, subject to and upon the terms and conditions of this Agreement.

AGREEMENT

NOW, THEREFORE, in consideration of the foregoing, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, User, represents, warrants and agrees as follows:

1. User represents and warrants to Owner and Manager that he or she is a Qualified Employee. A “Qualified Employee” is a person who is a tenant or an employee of a tenant of the Building.
2. User understands that the Fitness Center will not be staffed or supervised by the Owner or Manager, and that any personal property brought into the Fitness Center shall be at the sole risk of the User.
3. User will utilize his or her pass card solely to access the Fitness Center for such personal use; User hereby specifically agrees not to allow access to the Fitness Center to any guest of User or to permit any other person to use User’s pass card.
4. User hereby releases Owner and Manager, and their respective officers, members, agents, employees, affiliates, contractors, subcontractors, successors and assigns (collectively the “Owner Parties”) from any and all claims, causes of actions, and rights to claim damages, liabilities, costs and expenses, including, without limitation, attorneys’ fees (collectively “Claims”) suffered or incurred by User as a direct or indirect result of User’s use of the Fitness Center or any fitness equipment or other property therein (collectively “Equipment”), including, without limitation, any and all Claims for personal injury (including

death) or property loss or damage, whether or not any such Claim arises, directly or indirectly, due to any actual or alleged negligence of the Owner, Manager or any other Owner Party.

5. User further agrees to indemnify, defend and hold Owner, Manager and all other Owner Parties harmless from and against any and all Claims made or alleged by User or by any third party, as a direct or indirect result of User's use of the Fitness Center or any Equipment or any breach of this Agreement by User.

6. User agrees to comply with the rules, regulations, policies and protocols (the "Rules") adopted by the Owner and Manager regarding the use of the Fitness Center, and which Rules may be modified from time to time at Owner or Manager's sole discretion.

7. Without limiting any other provision of this Agreement, including, without limitation, Paragraphs 4 and 5 hereof, User agrees to carefully inspect each piece of Equipment to determine that it is in proper working order and safe for use prior to using it, and if User has reason to believe that any Equipment is not in proper working order or is not safe for use, User shall immediately notify Manager and shall not use that Equipment until it has been restored to proper working order and safe condition.

8. User understands and agrees that there is an inherent risk of exposure to virus or other communicable diseases in public places, including common areas of the Building such as the Fitness Center, due to regular access by tenants and other users of the Fitness Center and the type of activities conducted in fitness facilities and, to the fullest extent permitted by law, User knowingly and expressly assumes such risk by accessing and using the Fitness Center and releases and waives any Claims against Owner and Manager related to the transmission, contraction, exposure and/or presence of any virus or other communicable disease in the Fitness Center. Any protocols or procedures implemented or caused to be implemented by Owner or Manager in the Fitness Center to address any public health emergency affecting the local area from time to time will be reasonably determined by Owner and/or Manager, as the case may be, but User expressly acknowledges and agrees that such protocols or procedures do not guaranty that User will not be exposed to or contract any virus or other communicable disease, and Owner and Manager each expressly disclaim any representation or warranty that such procedures or protocols will prevent such exposure or contraction.

9. User will notify Manager immediately if User's pass card is lost or stolen or if User ceases to be a Qualified Employee.

10. The right of User to use the Fitness Center may be revoked or terminated by an Owner or Manager at any time at an Owner or Manager's sole discretion. Upon notice of revocation or termination, User shall have no further right to enter or use the Fitness Center and User's pass card will immediately be deactivated.

11. This Fitness Center Agreement may be assigned by an Owner or Manager without the consent of User.

12. This Agreement shall be construed under the laws of the Commonwealth of Massachusetts. Neither this Agreement nor any other written or oral agreement shall be construed as a lease or other occupancy agreement.

13. Any claim arising under or for breach of this Agreement shall be submitted to binding arbitration

before The Mediation Group, Brookline, Massachusetts.

14. Restrooms and shower facilities in the Fitness Center may be used by User only while User is using the Equipment in the Fitness Center. The Owner and Manager further reserve the right to dispose of any clothing or other personal property left by User in any restroom or shower room or any other area of the Fitness Center for a period of over 24 hours, without recourse by User to an Owner or Manager.

NAME-Signature

NAME-Please Print

EMPLOYER

CARD #

CBRE, Inc.

DATE