

AMENITIES AGREEMENT:

This Amenities Agreement (“Agreement”) dated as of _____ (the Effective Date”) is entered into by and between One Briarlake Plaza Owner, LLC (“Owner”), the owner of that certain office building commonly known as One Briarlake Plaza and located at 2000 West Sam Houston Parkway S, Houston, Texas 77042 (the “Building”), and the undersigned (“Permittee”) for the right or privilege to use the fitness center, pickleball court, putting green, and sports simulator, including the equipment, improvements, furnishings, and fixtures therein situated, which are located at the Building (individually and collectively, the “Amenities”).

1. Term. Subject to and upon the terms herein set forth, and the rules and regulations promulgated by Owner from time to time, Permittee shall have the right to use the Amenities. Owner may revoke the Permittee’s right to use the Amenities at any time with or without cause, in Owner’s sole discretion. In addition, this Agreement shall automatically terminate at such time as Permittee is no longer a tenant or an employee of a tenant of Owner. The term of this Agreement shall commence on the Effective Date and shall continue month to month, unless this Agreement is sooner terminated by Owner, or otherwise terminated in accordance with the terms set forth herein or otherwise extended by a written agreement by and between the Permittee and Owner.
2. Use of Amenities
 - a. Amenities Rules. Permittee shall use the Amenities in accordance with the rules and regulations promulgated by Owner attached hereto (the “Rules”). Any and all persons who participate in or use the Amenities or its services must be a Permittee in good standing. Any unauthorized persons discovered by Owner on the Amenities will be deemed a trespasser and requested to leave the Amenities. Owner further reserves the right to close the Amenities during legal holidays. Permittee acknowledges that he or she has received a copy of the current Rules and that he or she has read, understands, and agrees to the Rules which may from time to time be adopted by Owner, including but not limited to, the provisions of the Rules which may govern or affect the use of the Amenities such as renewal or termination of Permittee. Permittee’s failure to observe the Rules shall, at Owner’s election, result in the termination of Permittee’s right to use the Amenities.
 - b. Permittee’s Responsibilities. Permittee understands that these Amenities are not staffed, and Permittee assumes all risk and liability for the use of these Amenities. In addition to the other responsibilities of the Permittee set forth herein or in the Rules, Permittee is responsible for becoming fully informed as to the function and operation of the equipment, apparatus, furnishings and fixtures within the Amenities (the “Amenities Equipment”) prior to using the Amenities and will exercise ordinary and reasonable care in his or her operation and use of the Amenities. In the event Permittee is not fully informed as to the function and operation of the Amenities Equipment, Permittee shall be responsible for reviewing any instruction brochures on file with Owner regarding the safe and appropriate use and operation of all Amenities Equipment prior to Permittee’s use of the Amenities. Permittee agrees that Permittee’s uses of the Amenities at all times will be within Permittee’s own physical capabilities and limitation. Where instructions from the manufacturer, any independent instruction, or notices concerning use of the Amenities equipment have been made available, Permittee agrees to follow such instructions in utilizing the Amenities. Permittee

agrees and understands that using the Amenities involves dangers of personal injuries such as muscle strain, as well as other dangers and injuries that cannot be foreseen, and that injury or death could result from his or her use of the Amenities. Use of the Amenities means that the Permittee has knowledge of and appreciates the risks involved with such use, including potential injuries, which may arise therefrom. Permittee shall be responsible for undertaking all reasonable steps to guard against injury to his or herself and to other persons or property while using the Amenities, and to prevent damage to the Amenities or any other property within the Building. Permittee shall promptly notify Manager (defined below) of any defective Amenities equipment, as well as any damage to any Amenities Equipment.

Permittee, with Owner's prior written consent and at Permittee's sole cost and expense, may use a personal trainer. In the event Permittee requires additional explanation regarding the use of any Amenities Equipment, Permittee, with Owner's prior written consent and at Permittee's sole cost and expense, may use a personal trainer who is certified by the National Academy of Sports Medicine or other similar association reasonably acceptable to Owner to explain the safe and appropriate use and operation of all Amenities Equipment prior to Permittee's use of the Amenities.

- c. Assumption of Risk. Permittee has personally conducted an inspection of the Amenities and hereby acknowledges that no security personnel, exercise consultant or other attendant shall be present on the Amenities. Permittee shall be solely responsible for his or her own safety and shall determine his or her own physical capabilities and limitation in using utilizing the Amenities. Permittee agrees that upon any use of, or presence within, the Amenities, Permittee is making an informed choice to use or be present within the Amenities and expressly assumes the risk of such use or presence. Permittee is responsible for safeguarding all valuables prior to entry, or while using the Amenities. Owner is not responsible for lost or stolen items. Permittee acknowledges that the American College of Sports Medicine advises that each Permittee, especially those 35 years of age and older, should consult his or her physician and follow such physician's recommendation before using the Amenities. Furthermore, if Permittee has a history of heart disease, Permittee should consult a physician before using the Amenities.

NOTWITHSTANDING THE RISKS ASSOCIATED WITH THE USE OF THE AMENITIES EQUIPMENT AND AMENITIES, BY EXECUTION OF THIS AGREEMENT, PERMITTEE, ON BEHALF OF HIMSELF OR HERSELF, AND ANY AND ALL OF HIS OR HER FAMILY MEMBERS, MINOR CHILDREN, HEIRS, SUCCESSORS, ASSIGNS AND PERSONAL REPRESENTATIVES AND EACH OF THEM, (a) ACKNOWLEDGES THAT HE OR SHE IS VOLUNTARILY USING THE AMENITIES TO ENGAGE IN USE THEREOF WITH KNOWLEDGE OF THE RISKS INVOLVED, AND (b) AGREES TO ACCEPT AND ASSUME ALL RISKS OF PERSONAL INJURY, DISABILITY, DEATH OR PROPERTY DAMAGE, ARISING FROM PERMITTEE'S PRESENCE IN OR USE OF THE AMENITIES, WHETHER CAUSED BY THE ORDINARY NEGLIGENCE OF OWNER OR OTHERWISE.

3. No Waiver. Permittee does hereby acknowledge that failure of Owner to enforce any Rules, or any conditions of Permittee's use of the Amenities or any of the Owner's rights under this Agreement or under law shall not be deemed or construed to be a waiver by

Owner of its rights thereafter to insist upon the Permittee's compliance with all Rules adopted by Owner, from time to time, and with all terms and conditions of this Agreement.

4. Release. In consideration of the use of the Amenities and associated equipment, Permittee, on behalf of himself or herself, and any and all of his or her family members, minor children, heirs, successors, assigns and personal representatives, does hereby agree to release Owner, Two Briarlake Plaza, LP; Transwestern Property Company SW GP, LLC dba Transwestern ("Manager"); and Cousins Properties, LP; and each of their subsidiary and affiliate companies as well as the employees, officers, directors and agents of such companies and any successor owner or manager of the building wherein the Amenities are located and their respective subsidiaries and affiliates, employees, officers, agents, contractors, contract managers, successors and assigns (collectively hereinafter, the "Released Parties") from liability for all injuries sustained by Permittee, any loss or damages of any nature or kind and/or cost of liability resulting from any act or omission, including negligence of the Released Parties, in connection with the use of the Amenities by Permittee or others, including but not limited to injuries, loss, damages and/or liability arising out of or attributable to being exposed to or contracting any infectious disease. Permittee agrees to indemnify and hold harmless the released Parties from any loss, liability, damage or cost that they may incur from Permittee's presence at the Amenities or use of the Amenities, including but not limited to any liability or loss the Released Parties may be held responsible for because of any torts committed by the Permittee or any guest of Permittee, against the Permittee or against any other persons present at the Amenities or present within the Building, and Permittee further agrees to reimburse the Released Parties for any damage that he or she may cause, or any guest of the Permittee may cause, to the Amenities or the asset or property of the Released Parties. It is intended that this release shall constitute a good sufficient and complete defense against any actions which might be brought by the Permittee or anyone acting on the Permittee's behalf or claiming by or through the Permittee alleging injury, loss or damage arising out of use of or presence within the Amenities. The execution and delivery of this release and indemnity is a material inducement for the rights granted to Permittee hereunder, and Permittee acknowledges that Owner is relying on this release and indemnity and that Owner would not grant rights to Permittee as provided herein in the absence of this release and indemnity. Permittee has signed this release and indemnity of his or her own free will and agrees with all terms and conditions.
5. Miscellaneous. By signing this Agreement, Permittee acknowledges that he or she has read this entire Agreement and fully understands and agrees to all terms and conditions of this Agreement and the Rules as amended from time to time. This Agreement shall inure to be the benefit of Owner, and the Released Parties and their respective successors and assigns.
6. Limitation of Liability. **PERMITTEE'S SOLE AND EXCLUSIVE METHOD OF COLLECTING ON ANY JUDGMENT THAT PERMITTEE MAY OBTAIN AGAINST OWNER OR ANY OF THE RELEASED PARTIES, OR ANY OTHER AWARD MADE TO USER IN ANY JUDICIAL PROCESS REQUIRING THE PAYMENT OF MONEY BY OWNER OR ANY OF THE RELEASED PARTIES, SHALL BE TO PROCEED AGAINST THE INTERESTS OF OWNER IN AND TO THE BUILDING. NEITHER OWNER NOR ANY OF THE RELEASED PARTIES, NOR THEIR RESPECTIVE EMPLOYEES, AGENTS OR CONTRACTORS, SHALL HAVE ANY PERSONAL LIABILITY OF ANY KIND WHETHER UNDER THIS AGREEMENT OR OTHERWISE.**

AMENITIES APPLICATION

PERMITTEE INFORMATION:

(Please click on the text boxes to enter, except signature)

Signed: _____

NAME (TYPED):

DATE:

EMAIL ADDRESS:

DO YOU CURRENTLY HAVE AN ACCESS CARD? (Y/N)

KASTLE ACCESS BADGE NUMBER:

COMPANY INFORMATION

EMPLOYER:

SUITE ADDRESS:

OFFICE TELEPHONE NUMBER:

EMERGENCY CONTACT INFORMATION

IN THE EVENT OF AN EMERGENCY, PLEASE CONTACT:

RELATIONSHIP:

TELEPHONE NUMBER:

AMENITIES RULES & REGULATIONS

AMENITIES ACCESS

All Amenity Permittees are required to complete the Amenities Agreement prior to accessing the Amenities. Once signed, please allow 24-48 hours for access to be added to the cardholder badge/fob. Waivers signed after 12:00pm on Friday will become active at 12:00pm the following Monday. Special requests will not be granted for immediate access once signing. Only tenants (including their staff) of Owner and Two BriarLake Plaza, LP are permitted to use the Amenities. These amenities are available 24/7 by use of your authorized access credentials. The Fitness Center Hours of Operation are Monday – Friday 5:00 am – 8:00 pm, Saturday 8:00 am – 12:00 pm, and Sunday closed. No personal training is permitted by any persons not affiliated with or endorsed by BRIARLAKE PLAZA. Manager reserves the right to determine what is or is not considered personal training.

All Permittees are required to:

- Wipe down all equipment and accessories after use and return them to the provided storage containers. Please notify the building management team of any missing or damaged items.
- Refrain from eating and drinking, except for drinking water and place any trash in the provided containers.
- Respect the safety and health of fellow tenants and building staff.
- Injuries and defective equipment are to be reported to Manager immediately.

FITNESS CENTER RULES

- Equipment and machines are to be used in the manner for which they have been designed.
- During peak times tenants utilizing the cardio machines (treadmills, ellipticals, and bikes) are limited to 30 minutes per machine.
- Allow others to “work-in” or take turns on equipment that you are using. Do not monopolize several pieces of equipment while others are waiting.
- Do not drop dumbbells or plates on the floor.
- Do not place dumbbells, bars, or plate weights on vinyl benches.
- Free weights must be returned to their storage position **immediately** after use.
- Users must unpack and return barbells/hand weights to their storage position **immediately** after use.
- Lockers are not assigned and are used only during fitness center workout. Members are to use their own standard shackle padlock to secure belongings in a locker during your workout. After your workout removed belongings from the locker and remove the lock. Locks left on lockers overnight will be cut off and all belongings will be removed and may be disposed.
- Please do not leave personal belongings in the dressing rooms, (i.e. Robes, flip flops, etc.).
- Please keep the showers in clean condition after every use.
- The Management or Ownership of the BriarLake Plaza Fitness Center will not be responsible for any lost or stolen items, theft and/or damage to any property.

AMENITIES ETIQUETTE

- Proper attire is required at all times - shirts and athletic shoes are required. NO jeans and NO open-toe shoes are allowed.
- As a courtesy to other members, please use headphones when using personal electronic devices.
- Please be respectful of other member's privacy when using personal technology in these areas.
- No horseplay; loud or offensive language; or other inappropriate behavior will be tolerated.
- No tobacco products, food, chewing gum, glass bottles or cans are allowed. Water bottles are acceptable.
- No alcohol or illegal substances are allowed.
- No firearms are permitted.
- This policy and waiver are subject to modification and cancellation by Building Management, as necessary.
- Profanity, loud noises, abusive language, or harassment of any type will not be tolerated.
- Thank you for enjoying our Amenities and please practice all precautions.

Owner reserves the right to make such other and reasonable Rules and Regulations as in its judgment may from time to time be needed for the safety, care and cleanliness of the Building, and for the preservation of good order therein.