

FITNESS CENTER ACCESS LETTER AGREEMENT

(225^XYZ)

Dear Tenant,

UNITED XYZ LLC ("Landlord"), as the owner and landlord of 225 Broadway, San Diego, CA (the "Building"), is pleased to offer certain tenants access to the AquaVie Fitness and Wellness Club (the "Fitness Center"), located across the street from the Building at 234 Broadway, San Diego, CA. This letter agreement (the "Agreement") outlines the terms and conditions under which the undersigned ("Tenant"), and your designated employees (together, the "Fitness Center Users") may access the Fitness Center through this arrangement. This Agreement is entered into as of the date of Property Manager's approval on the signature page hereto.

1. Eligibility and Enrollment. Subject to availability and the terms of this Agreement, Tenant and its employees may use passes to the Fitness Center through Landlord's corporate membership agreement with the Fitness Center. Fitness Center Users must first execute liability waivers in favor of both Landlord and the Fitness Center. Landlord reserves the right to revoke this amenity in the event that Tenant is in default under its lease with Landlord or if passes to the Fitness Center are no longer available.

2. Passes. Passes are not assigned to specific Fitness Center Users. Each time Fitness Center Users use the Fitness Center, they must first check out a pass from the building management office and must return the pass to the management office promptly after using the Fitness Center. Distribution of passes in this manner is subject to availability. For example, if all of the passes for Landlord's corporate membership have been check out, passes will not be available until one of the current users of a pass returns the pass to the management office.

3. Landlord's Role. Landlord does not own or operate the Fitness Center. Landlord has entered a corporate membership agreement with the Fitness Center to provide Landlord's tenants and their employees access to the Fitness Center. Landlord will not assess Tenant or Fitness Center Users any additional fees for facilitating this arrangement, though Fitness Center Users remain responsible for all fees charged by the Fitness Center beyond the monthly membership dues covered by Landlord (e.g., towel/laundry fees, or other incidental costs). Landlord reserves the right to modify or terminate the corporate membership agreement with the Fitness Center at its sole discretion.

4. Fitness Center Rules and Usage. Use of the Fitness Center by Fitness Center Users is subject to the Fitness Center's rules and regulations, including but not limited to hours of operation, dress code, and conduct policies, as established and modified by the Fitness Center from time to time. Landlord has no control over the Fitness Center's operations, facilities, or policies, and Tenant acknowledges that access to the Fitness Center is provided "as-is."

5. Risk and Liability; Indemnification. Tenant and its Fitness Center Users acknowledge that use of the Fitness Center is at their own risk. Tenant voluntarily releases, discharges, waives, and relinquishes any and all actions or causes of action for personal injury, property damage, or other loss arising from the use of the Fitness Center or any activities incidental thereto, whether caused by negligence or otherwise, and agrees not to prosecute any claim against Landlord, its officers, agents, or employees for such causes of action. Tenant further agrees that Landlord is not liable for any injuries, damages, or losses sustained by Fitness Center Users, and that any claims related to the Fitness Center must be directed solely to the Fitness Center itself. Tenant further agrees to indemnify, defend, and hold harmless Landlord, its officers, affiliates, property managers, agents, and employees from and against any and all claims, demands, actions, losses, damages, liabilities, costs, and expenses (including reasonable attorneys' fees) arising out of or related to (a) Tenant's or any Fitness Center User's use of the Fitness Center, or (b) any claim, threat of claim, or legal action brought by a Fitness Center User against Landlord in connection with their use of the Fitness Center, except to the extent such claims result from Landlord's willful misconduct or gross negligence. This indemnification obligation shall survive the termination of this Agreement. Landlord may also, at its sole discretion and without limiting anything herein, also require Fitness Center Users to execute an additional waiver of liability form for the benefit of Landlord.

6. No Guarantee of Availability. Tenant acknowledges that Landlord does not own or operate the Fitness Center and makes no representation or warranty that the Fitness Center, its facilities, or the discounted membership rates will remain available throughout the term of Tenant's lease. Landlord reserves the right, at its sole discretion, to modify, suspend, or terminate the corporate membership agreement with the Fitness Center. Any such modification, suspension, or termination will not entitle Tenant to an abatement or reduction in rent, constitute a constructive eviction, or result in a default by Landlord under Tenant's lease.

7. Non-Transferability. Tenant's right to participate in this Fitness Center membership program is personal to Tenant and may not be transferred or assigned to any other party without Landlord's prior written consent, which may be withheld in Landlord's sole discretion.

8. Termination. Landlord may terminate this Agreement or an individual Fitness Center User's participation in the program at any time, with or without cause, upon written notice to Tenant, including if Landlord determines that Tenant's or its Fitness Center Users' participation disproportionately impacts the corporate membership arrangement or violates the terms of this Agreement or the Fitness Center's policies.

9. Acceptance. To participate in this program, please sign and return a copy of this Agreement to Landlord at the address above. Upon approval of your acceptance, indicated through Property

Manager's Approval Signature below, Tenant will be provided with further instruction on how to obtain passes for the Fitness Center.

9. General Terms. This Agreement contains the entire understanding between the parties hereto with respect to the matters being amended as contained herein. This agreement may not be changed or modified orally, but only by an agreement in writing signed by the party against whom enforcement of any waiver, change, or modification is sought. Each party agrees to execute and deliver such additional documents and take such further actions as may be reasonably necessary to effectuate the terms and intent of this agreement. All of the covenants and agreements herein contained shall be binding upon and shall inure to the benefit of the parties hereto and their respective heirs, representatives, successors and assigns. This Agreement may be executed electronically and in one or more counterparts, each of which shall be deemed an original, and all of which shall constitute one and the same instrument. The parties hereto each represent and warrant to each other that the persons signing this Amendment are duly authorized to execute and deliver this Agreement on behalf of the respective parties and that all required corporate or partnership actions, if any, necessary to authorize such execution and delivery have taken place.

We are excited to offer this benefit to enhance the experience of our tenants and their employees. If you have any questions, please contact your Property Manager.

Sincerely,

UNITED XYZ LLC

ACCEPTED AND AGREED:

Tenant: _____

By: _____

Name: _____

Title: _____

Date: _____

PROPERTY MANAGER APPROVAL:

Signature: _____

Date: _____