

FITNESS CENTER – ADDENDUM TO LEASE AGREEMENT

This Fitness Center – Addendum to Lease Agreement (this “**Addendum**”) is made and entered into this _____ day of _____, 20____, by and between **BLAKE DEVELOPMENT COMPANY**, a Washington, D.C. general partnership (hereinafter referred to as “**Landlord**”) and _____, a _____ (hereinafter referred to as “**Tenant**”).

WITNESSETH:

- A. Landlord and Tenant did enter into that certain written “Lease Agreement” dated _____, as amended if applicable, along with any and all addenda, exhibits and attachments thereto (collectively, the “**Lease**”) pursuant to which Landlord leased to Tenant the “**Premises**”, which Premises are situated in the “**Building**” (as those terms are defined in the Lease), in accordance with and as set forth more fully in the Lease. The Lease is incorporated herein by reference.
- B. As an accommodation to Tenant, Landlord shall, during the “**Lease Term**” (as defined in the Lease), including any renewals thereof and/or any extensions thereto, permit Tenant and Tenant’s employees as well as the employees of any Landlord-approved subtenant (collectively, the “**Authorized Users**” or, individually, an “**Authorized User**”), to utilize, in accordance with and subject to the terms, covenants and conditions of this Addendum, that certain fitness center (the “**Fitness Center**”) located on the second (2nd) floor of that certain commercial building located at 1120 Connecticut Avenue, N.W., Washington, D.C., which is currently owned by Jack I. Bender & Sons, a Washington, D.C. general partnership (“**Bender**”).

NOW THEREFORE, in consideration of the mutual promises herein contained, and in consideration of TEN DOLLARS (\$10.00) in hand paid by each party to the other, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties do hereby agree as follows:

1. Subject to the terms, covenants and conditions set forth herein, Landlord does hereby grant to Tenant a revocable, gratuitous use license (the “**License**”) permitting Tenant’s Authorized Users to utilize the Fitness Center, subject to and in accordance with the terms of this Addendum as well as all rules and regulations (collectively, the “**Rules**”) promulgated, from time to time, by Landlord and/or any operator of the Fitness Center (the “**Operator**”). **As conditions precedent** to Landlord’s granting to Tenant of the License in accordance herewith and the use of the Fitness Center by Tenant’s Authorized Users in accordance herewith, Tenant shall: (i) provide to Landlord concurrent herewith, written proof attached hereto and incorporated herein by reference as **Exhibit A** (which shall be in a form acceptable to Landlord in Landlord’s sole and absolute discretion) that the insurance that Tenant is required to obtain and maintain in accordance with the Lease (collectively, the “**Required Insurance**”) covers all of

Tenant's duties, liabilities and obligations under this Addendum to indemnify, defend and hold harmless the "Released Parties" (as defined herein) in accordance with and as set forth more fully herein, and (ii) provide to Landlord a "Fitness Center –Absolute Waiver of Liability" (the "**Waiver**"), attached hereto and incorporated herein by reference as **Exhibit B**, which Waiver shall be signed by each Authorized User of Tenant that shall use the Fitness Center in accordance herewith. Notwithstanding anything contained herein to the contrary, Tenant expressly acknowledges and affirms that Tenant shall provide to Landlord the proof of Required Insurance and a Waiver for each and every Authorized User of Tenant utilizing the Fitness Center **PRIOR TO** any use of the Fitness Center by any such Authorized User of Tenant.

2. Subject to the terms and conditions set forth herein, the term of the License shall expire naturally upon the expiration or earlier termination of the Lease Term including any renewals thereof and any extensions thereto, it being the express understanding and agreement of the parties hereto that, in no event shall the term of the License extend beyond the Lease Term but shall, subject to the terms and conditions contained herein generally and Landlord's "Termination Option" (as defined herein) specifically, be coterminous therewith.

Notwithstanding the foregoing and anything contained in this Addendum to the contrary, in the event that: (i) Tenant has committed any "**Event of Default**" (as defined in the Lease) under the Lease, or (ii) Landlord determines, in Landlord's sole and absolute discretion, that any Authorized User of Tenant utilizing the Fitness Center has violated any Rules applicable thereto and/or that any such Authorized User's use of the Fitness Center is adversely affecting the operation of the Fitness Center and/or the building in which it is located, or (iii) subject to the terms of the Lease, the Fitness Center is no longer in operation (for any reason or no reason at all), or (iv) Landlord cannot provide Tenant and/or Tenant's Authorized Users access to the Fitness Center in accordance herewith due to any "Force Majeure" event(s) (as defined herein), then, in any of those events, Landlord may, in Landlord's sole and absolute discretion, terminate this Addendum and the License granted to Tenant pursuant hereto (the "**Termination Option**") immediately upon written notice thereof to Tenant (the "**Termination Notice**"), in which event Tenant's Authorized Users shall immediately thereafter cease and desist from its/their use of the Fitness Center and the License shall be null and void and of no further legal force or effect without any further writing or action by any party hereto and without any liability of any nature whatsoever to Tenant and/or any of Tenant's Authorized Users. The Termination Notice shall be sent to Tenant at Tenant's notice address set forth in the Lease and in the manner prescribed for the giving of notice as set forth in the Lease and shall be binding and effective upon Tenant and all of Tenant's Authorized Users immediately upon receipt by Tenant.

Landlord shall not be liable to Tenant and/or any of Tenant's Authorized Users for any costs and/or expenses incurred by Tenant and/or any of Tenant's Authorized Users as a result of or pursuant to this Addendum, the License and/or the use of the Fitness Center in accordance herewith including, but not limited to, payment of any insurance premiums for any insurance coverage that Tenant is required to obtain pursuant to this

Addendum – all such costs and expenses shall be the responsibility of Tenant or any Authorized User of Tenant utilizing the Fitness Center, as applicable. **Tenant expressly acknowledges and agrees that the License is being offered to Tenant by Landlord without payment to Landlord of any rent or other sums by Tenant and solely as an accommodation to Tenant. Tenant shall not be required to pay to Landlord at any time during the term of the License any rental for the License and/or the use of the Fitness Center by Tenant’s Authorized Users pursuant hereto. Tenant expressly acknowledges and agrees that it has no claim of right, title or interest, leasehold or otherwise, in or to the Fitness Center, that the Fitness Center shall not be considered part of Tenant’s “Premises” as that term is defined in Tenant’s Lease, and that the License is revocable and/or terminable by Landlord in accordance herewith. Further, Tenant acknowledges and agrees that the License is personal to Tenant and may not be separated from the Lease or otherwise assigned, transferred or conveyed by Tenant to any other person or entity other than any permitted assignee of Tenant under the Lease. While use of the Fitness Center by Tenant’s Authorized Users shall be without direct charge therefor as set forth herein, Tenant expressly acknowledges and agrees that: (i) Tenant’s Authorized Users shall pay to Landlord, any Operator of the Fitness Center and/or any person or entity offering any classes or events (by way of example only, yoga classes, and exercise classes) at the Fitness Center, as applicable, any fees or costs charged for any such classes or events, and (ii) Tenant is and shall remain liable to Landlord for all of Tenant’s duties, liabilities and obligations hereunder including, but not limited to, any and all sums that Tenant is obligated to pay to Landlord or reimburse Landlord arising from and/or associated with Tenant’s duties to indemnify, defend and hold harmless the Released Parties, as set forth more fully herein.**

3. The parties expressly acknowledge and agree that this Addendum is incorporated into and made a part of the Lease and shall be subject to all terms, covenants and conditions of the Lease. Unless expressly stated herein to the contrary, in the event of any conflict between the terms of the Lease and the terms of this Addendum as to the matters addressed in this Addendum, the terms of this Addendum shall control as to such matters. Nothing contained in this Addendum shall be deemed or interpreted to modify any existing terms of the Lease in any manner whatsoever, it being the express understanding and agreement of the parties hereto that this Addendum is intended to govern the use of the Fitness Center by Tenant’s Authorized Users and the respective rights, duties and obligations of the parties with regard thereto. All of Tenant’s duties, liabilities and obligations to indemnify, defend and hold harmless Landlord as set forth in the Lease shall be in addition to all of Tenant’s duties, liabilities and obligations to indemnify, defend and hold harmless the Released Parties as set forth in this Addendum. In addition to Tenant’s duties, liabilities and obligations to indemnify, defend and hold harmless Landlord as set forth in the Lease and as partial consideration for the License granted to Tenant in accordance herewith, Tenant does hereby expressly acknowledge and agree that, except for liability for actual and direct damages directly and proximately caused by: (i) the gross negligence or willful misconduct of Landlord, Operator, Bender and/or any of their respective agents or employees (collectively, the

“**Landlord Parties**”), or (ii) the violation of any applicable laws by any of the Landlord Parties, none of the Landlord Parties as well as any representatives, contractors, partners (both general and limited), shareholders, officers, directors or members of the Landlord Parties and their respective successors and assigns (the Landlord Parties and their respective representatives, contractors, partners (both general and limited), shareholders, officers, directors, and members and respective successors and assigns shall be referred to herein, collectively, as the “**Released Parties**”) shall, subject to all applicable laws, be liable to Tenant and/or any Authorized User of Tenant and/or any other person or entity claiming by or through Tenant or any Authorized User of Tenant (including, but not limited to, any personal representatives, heirs, assigns and/or next of kin of any such Authorized User) for any losses, claims, demands, actions, causes of action, costs, expenses or any other damages and claims of any nature whatsoever (collectively “**Claims**”) including, but not limited to, any claim of theft or other loss of personal property, personal injury and/or death other than any Claims for direct and actual damages directly and proximately caused by the gross negligence, willful misconduct or the violation of any applicable laws by any of the Landlord Parties. Subject to all applicable laws, Tenant does hereby, for Tenant and any Authorized User of Tenant and its/their personal representatives, assigns, heirs and next of kin, release and discharge all of the Released Parties from any and all Claims arising from or associated with this Addendum, the License and the Fitness Center and the use thereof by any Authorized User of Tenant other than any Claims for any direct and actual damages directly and proximately caused by the gross negligence, willful misconduct or the violation of any applicable laws by any of the Landlord Parties. Further, with the exception of any Claims for direct and actual damages directly and proximately caused by the gross negligence, willful misconduct or the violation of any applicable laws by any of the Landlord Parties, Tenant covenants not to sue any of the Released Parties with regard to any Claims in accordance with and subject to the foregoing and shall indemnify, defend and hold harmless all of the Released Parties from and against any and all such Claims (whether brought by Tenant, any Authorized User of Tenant and/or by any person or entity claiming by or through Tenant or any Authorized User of Tenant) including, but not limited to, any and all attorneys’ fees (if and to the extent awarded by a court), costs and expenses associated therewith or arising therefrom. The provisions of this Section shall survive the expiration or earlier termination of this Addendum and/or the License. If any provision of this Addendum or the application thereof to any person or circumstance shall to any extent be invalid or unenforceable, then such provision shall be deemed to be replaced by the valid and enforceable provision most substantively similar to such invalid or unenforceable provision, and the remainder of this Addendum, or the application of such provision to persons or circumstances other than those as to which it is invalid or unenforceable, shall not be affected thereby and this Addendum shall be fully enforced in accordance with the foregoing by any court of law or equity.

4. “Force Majeure” events shall mean: (i) any war, (ii) civil unrest, (iii) strike including, but not limited to, any regional and/or national strike(s), (iv) labor troubles, (v) inability to procure services, materials, permits or licenses, (vi) unusually inclement weather, (vii) governmental delays, (viii) acts of God, (ix) any infectious disease pandemic of

epidemic affecting the District of Columbia including, but not limited to, the COVID-19 pandemic and any related government-mandated closures and/or restrictions on operations, or (x) any other similar cause beyond the reasonable control of Landlord or any Operator.

5. This Addendum shall be binding upon Landlord, Tenant and their respective successors and assigns. Landlord and Tenant do each hereby knowingly and voluntarily waive their respective right to a trial by jury in any matter, proceeding or action arising from and/or associated with this Addendum.

WITNESS:

LANDLORD:

BLAKE DEVELOPMENT COMPANY,
a Washington, D.C. general partnership

Sign: _____

By: _____

Print: TRACIE DEWEY

Print: DAVID S. BENDER

Date: _____

Title: CHAIRMAN/AGENT

Date: _____

WITNESS:

TENANT:

_____ ,

a _____

Sign: _____

By: _____

Print: _____

Print: _____

Date: _____

Title: _____

Date: _____

EXHIBIT A
Required Insurance

See attached.

EXHIBIT B
Waiver

See attached.