

540 GAITHER ROAD

FITNESS CENTER AGREEMENT

This is an agreement between Government Properties Income Trust, a Maryland real estate investment trust (“Landlord”) and _____ (“Tenant”).

WHEREAS, the building (the “Building”) located at 540 Gaither Road, Rockville MD 20850 contains an indoor exercise area and locker room (the “Facility”); and

WHEREAS, Tenant is a tenant of the Building pursuant to a lease (the “Lease”), and wishes to afford its employees a right to have access to and use of the Facility; and

WHEREAS, Landlord is willing, until further notice, to provide access to the Facility to Tenant and its employees under certain terms and conditions, provided that Tenant (i) agrees to indemnify Landlord and its successors and assigns and its agent (including The RMR Group LLC and its successors and assigns) and its and their employees (collectively, the “Indemnities”) from any loss, cost, damage, liability or expense arising out of use of the Facility by Tenant or its employees or other invitees, (ii) acknowledges that access to the Facility by Tenant and its employees may be terminated by Landlord at any time, (iii) agrees to require each of its employees who shall be afforded access to the Facility to execute the agreement attached hereto as Exhibit A (the “Personal Agreement”) and deliver the same to Landlord.

NOW, THEREFORE, in consideration of the foregoing, and for other consideration the receipt and sufficiency of which are hereby mutually acknowledged, Tenant agrees as follows:

1. Tenant shall indemnify and hold the Indemnities harmless from and against any and all loss, cost, damage, liability or expense arising out of access to or use of the Facility by Tenant or its employees or other invitees irrespective of whether any of the foregoing shall be due to the negligence or other wrongful conduct of the Indemnities or breach of any express or implied warranty. In furtherance of all of the foregoing, in case any action or proceeding shall be brought against the Indemnities by reason of any claim which is described in the preceding sentence, Tenant shall, upon notice from Landlord and at Tenant’s expense, defend such action or proceeding and employ counsel therefor reasonably satisfactory to Landlord, or at Landlord’s election, pay for reasonable attorney’s fees and expenses of counsel employed by Landlord.
2. Tenant acknowledges and agrees that Landlord shall have no obligation to provide access to the Facility to Tenant or its employees and may terminate the privileges thereto at any time and such privileges shall terminate upon and Tenant shall not allow any of its employees to have access to the Facility after the expiration or sooner termination of the Lease.
3. Tenant shall obtain from each of its employees using the Facility, a signed copy of the Personal Agreement, and promptly deliver the same to Landlord prior to any such employee being afforded access thereto, together with payment of the Fee.
4. Landlord hereby notifies Tenant that the Declaration of Trust of Government Properties Income Trust provides, and Tenant agrees, that no trustee, officer, director, member,

shareholder, beneficiary, employee or agent of Landlord (including any person or entity from time to time engaged to supervise and/or manage the operation of Landlord) shall be held to any liability, jointly or severally, for any debt, claim, demand, judgment, decree, liability or obligation of any kind (in tort, contract or otherwise) of, against or with respect to Landlord or arising out of any action taken or omitted for or on behalf of Landlord.

IN WITNESS WHEREOF, Landlord and Tenant have executed this agreement as a sealed instrument as of the _____ day of _____, 20__.

LANDLORD:

By: _____

Name: Matthew Wilson

Title: Regional Vice President

TENANT:

By: _____

Name:

Title:

EXHIBIT A

540 Gaither Road – Fitness Center Access Agreement

In consideration of the agreement by Government Properties Income Trust (“Landlord”) to permit the undersigned to have access to the exercise area and locker room at 540 Gaither Road, Rockville MD 20850 (the “Facility”), the undersigned hereby agrees as follows, for the benefit of Landlord and its successors and assigns and its agent (including The RMR Group LLC and its successors and assigns) and their employees (collectively and individually the “Indemnities”):

The undersigned hereby acknowledges that he/she assumes all risks of bodily injury, death and property damage that he/she may sustain in connection with access to or use of the Facility and hereby waives any and all claims and causes of action he/she may hereafter have against any and all of the Indemnities (including for bodily injury and death and property damage), and agrees to indemnify them and hold them harmless against any and all damages, losses, or expenses he/she may incur as a result of any access to or use of the Facility, regardless of time or cause but including (for purposes of this and the following sentence) any claims or causes of action, damages, losses or expenses however arising and including conduct which may or shall be considered simple or gross negligence or other misconduct; and the undersigned agrees to look solely to his/her own assets and insurance (life, medical, disability, et. al.) for any harm that he/she may suffer. The undersigned hereby also agrees to indemnify all of the Indemnities against any loss, cost, damage, liability or expense (including, but without limitation, reasonable attorney’s fees and expenses) they may incur on account of any claims or causes of action by relatives of the undersigned (including any parent, spouse, descendent or other dependent) and by any insurance company relating to any such access or use, also regardless of time or cause; and agrees that any insurance which he/she may have shall be primary in relation to any insurance of the Indemnities and that the undersigned is permitted to waive subrogation rights on behalf of his/her insurers, which the undersigned hereby does. This agreement shall be binding on the estate of the undersigned.

The undersigned acknowledges that Landlord has not made any warranties, guaranties or representations of any kind whatsoever regarding the condition of the Facility or any equipment thereon, and neither Landlord nor any agent is providing supervision of activity in the Facility or security therefor, other than provision of access cards. The undersigned also agrees that Landlord has only agreed to afford access to the Facility under the terms set forth herein and only until further notice and that Landlord may revoke the undersigned’s right to access to and use the Facility at any time and for any reason.

The undersigned further (i) agrees that his/her right to use the Facility is subject to rules and regulations imposed from time to time by Landlord, with which the undersigned agrees to comply, and (ii) acknowledges that such rules and regulations, inter alia, prohibit any card holder from affording access to the Facility to any individual who has not been given an access card by Landlord. Current rules and regulations are attached below.

THE UNDERSIGNED FURTHER ACKNOWLEDGES THAT HE/SHE HAS CAREFULLY READ THIS AGREEMENT AND UNDERSTANDS THAT, UNDER THIS

AGREEMENT, THE UNDERSIGNED HAS WAIVED AND/OR RELINQUISHED ANY RIGHT TO MAKE ANY CLAIM AGAINST THE INDEMNITIES FOR ANY DAMAGES WHICH MAY BE ALLEGED TO HAVE BEEN DUE TO THE NEGLIGENCE OR OTHER WRONGFUL CONDUCT OF THE INDEMNITIES AND WHICH HAVE ARISEN OUT OF THE USE OF THE HEALTH FACILITIES BY THE UNDERSIGNED.

Signature

Car License Number

Printed Name

Car Make/Model

Date

Access Card Number

Employer

EXERCISE FACILITY RULES AND REGULATIONS

The Fitness Center is managed by The RMR Group LLC whose office is located at 540 Gaither Road, Rockville MD 20850 telephone (301) 738-3288 or, after hours, (800) 899-9872.

ALL PERSONS USING THIS FACILITY AGREE TO ABIDE BY THE FOLLOWING RULES AND REGULATIONS:

1. This Exercise Facility is intended for the exclusive use of employees of tenants of 1401 Rockville Pike (“Building”) who are Members of the Exercise Facility. A “Member” is deemed to be a man or woman over the age 18 who has executed an Exercise Facility Agreement, but only so long as they are employed by a tenant of the Building whose privileges to have access to the Exercise Facility have not been revoked by The RMR Group LLC.

2. The Exercise Facility is open:

Monday through Friday (excluding holidays)	5:00 a.m. to 5:30pm
Saturday	Closed
Sunday	Closed

3. No food or beverages (including alcohol) are allowed at any time.

4. Management is not responsible for lost, damaged or stolen items.

5. The Exercise Facility is not a supervised facility. Members are responsible for their safety.

6. Due to a limited number of lockers and sanitary considerations,

LOCKERS ARE FOR DAY USE ONLY; ALL ITEMS MUST BE REMOVED FROM LOCKERS EACH DAY.

All items left overnight may be removed by management at owner’s risk.

7. Each Member’s personal physician should be consulted (and if applicable given Member approval) prior to using any of the equipment or taking part in any fitness exercise classes.

8. Pregnant women, or others having any physical, mental or cognitive problems, may exercise only pursuant to the advice of a physician or other health care professional.

9. Appropriate clothing, including shirts and gym shoes, must be worn when using the Exercise Facility.

10. Any maintenance items, security concerns, or any problems of a management nature should be reported immediately to the management office.

11. There shall not be any fitness and exercise classes at the Exercise Facility without prior written consent of The RMR Group LLC.

12. Rules and Regulations may be amended or modified by The RMR Group LLC at any time. Effective notice and delivery of such amendment or modification shall be accomplished by posting in a conspicuous location in the Exercise Facility or by distributing the amended or modified rules to the office of all tenants of the Building.