

Fitness Center Operations Update

The 222 Fitness Center is open under the following guidelines to provide a safe environment for all:

- Fitness Center hours: Monday through Friday, 5:00am - 9:00pm; Saturday 8:00am-5:00pm; CLOSED Sunday
- Signage will be posted throughout the facility, encouraging safe distancing and self monitoring.
- Hand sanitizer stations have been installed in the Fitness Center.
- Any individual with a cough/or other symptoms should not enter the Fitness Center or Locker Rooms.
- Users are required to wipe down all equipment after use.

222 Fitness Center

NOTICE TO MEMBERS REGARDING COVID-19

In reopening, we are implementing new policies that are intended to further protect the health and safety of our members. Please note that these policies are subject to change based upon additional guidance from public health experts, and state and local authorities.

Health & Safety Practices

The health and safety of all fitness center users is important to us. To this end, we are implementing the following:

- Enhanced cleaning will be conducted in all common areas, bathrooms, training areas, equipment workstations, etc.
- Additional hand sanitizer and disinfecting wipe dispensers have been installed.

In addition, each member of the Fitness Center plays a vital role in helping mitigate the spread of COVID-19. We encourage all members of the Fitness Center at 222 to take all necessary steps to protect yourselves from possible exposure to COVID-19, including, without limitation:

- Stay home if you are sick or experiencing any possible COVID-19 or other flu-like symptoms (e.g., new or worsening cough, shortness of breath, muscle aches, sore throat, loss of taste or smell, chills, uncontrolled shaking, feeling feverish or a measured temperature greater than or equal to 100.0 degrees Fahrenheit).
- Stay home if you have had known close contact with a person who is lab confirmed to have COVID-19.
- Wash or disinfect your hands upon entering our facilities and after any interaction with others and after lessons, training, or individual workouts.
- Avoid touching your eyes, nose, and mouth regardless of whether you are sick or experiencing any possible COVID-19 or other flu-like symptoms.
- Cover your mouth/nose with a tissue when coughing or sneezing and immediately throw the tissue in the trash.
- Disinfect equipment and surfaces used during your workouts immediately after use, using the disinfecting wipes provided by Property Management.
- Practice social distancing, which means remaining out of congregate settings and maintaining at least six feet of separation from others.
- Use smiles and waves in lieu of handshakes and high-fives.

222 Fitness Center Rules and Regulations

1. Use of Fitness Center Facilities is limited to tenants of 222. No guests allowed.
2. You may not use the Fitness Center unless you have read, understood, and signed the Waiver and Release.
3. The hours of the Fitness Center are: Monday- Friday 5:00AM – 9:00PM, Saturday 8:00AM – 5:00PM. Closed Sunday
4. The fee for the Fitness Center is \$25 per month and will be billed back through each tenant's company or by on-line auto-draft. Hines will not accept any cash or checks.
5. Do not bring food or drinks into the Fitness Center (other than water bottles)
6. Wear shirts, appropriate shorts or pants, and athletic shoes while in the Fitness Center.
7. Wipe down stations and equipment when finished.
8. Observe a 20-minute maximum on machines when others are waiting.
9. Return all weights to rack when finished.
10. IMPORTANT: Do not use equipment unless you fully understand written instructions and proper use.
11. Secure items and bags in locker while using Fitness Center. Items left overnight may be removed by Security and placed in Lost & Found. Neither Landlord nor property management will be responsible for any personal property left within the Fitness Facilities, including items stored in lockers.
12. Report any injuries or problems immediately to building management.
13. Offensive behavior of any kind will NOT be tolerated in the Fitness Facilities. You will be removed from the Fitness Facilities for any such behavior and multiple instances of offence behavior may result in permanent loss of use of the Fitness Facilities. Any behavior you feel as inappropriate should be reported to building management immediately.
14. Please use towel thoughtfully and with little waste. Return towels to the appropriate bins after use. Do not remove them from the Fitness Facilities.

DISCLAIMER AND NOTICE OF RESPONSIBILITY

WHILE HINES EMPLOYEES ARE COMMITTED TO IMPLEMENTING HEALTH AND SAFETY PRACTICES FOR YOUR WELFARE, IT IS IMPOSSIBLE TO ELIMINATE THE RISK OF EXPOSURE TO COVID-19. HINES DISCLAIMS ANY RESPONSIBILITY OR LIABILITY FOR THE HEALTH OR SAFETY OF THE FITNESS TEAM AS IT RELATES TO COVID-19. BY CONTINUING TO USE THE FITNESS CENTER AT 222, EACH OF YOU ACKNOWLEDGES AND AGREES THAT (I) THERE ARE INHERENT RISKS ASSOCIATED WITH EXERCISING AT A PUBLIC FACILITY (E.G., POSSIBLE EXPOSURE TO COVID-19); (II) YOU ARE SOLELY RESPONSIBLE FOR PROTECTING YOURSELF AND YOUR GUESTS FROM; AND (III) YOU ARE SOLELY RESPONSIBLE FOR TAKING ALL STEPS THAT YOU, IN YOUR SOLE DISCRETION, DEEM NECESSARY TO PROTECT YOURSELF AND YOUR GUESTS FROM POSSIBLE EXPOSURE TO COVID-19

The Fitness Facilities are for the enjoyment of all 222 tenants and their employees. Please assist us in maintaining the facilities' cleanliness by disposing of all trash in the receptacles provided. Please report any problems immediately to Property Management.

Building Access Card Number:

Print Name:

Signature:

Date:

Company:

E-Mail:

Sex:

Waiver and Release of Claims Arising Out of the Use of the 222 Fitness Center Facilities

Waiver and Release of Claims Arising Out of the Use of the 222 Fitness Center Facilities

I, hereby request permission to use the Fitness Center, located on level twelve of 222 Second Avenue South, Nashville, TN, together with any and all equipment, and other facilities located therein (the "Fitness Facilities"). I understand and acknowledge that the Fitness Facilities are not public facilities, but are for the exclusive use of those individuals, such as myself, who are specifically authorized in writing by SREIT 222 Second Avenue LLC C/O Hines Interests Limited Partnership ("Landlord") or its authorized representative to use the facilities, and who read and sign this WAIVER AND RELEASE.

I understand that the Fitness Facilities shall be unmanned and unsupervised. Any and all employees or agents of Landlord or its authorized representative who may be present at any time in the Fitness Facilities are not trained or authorized to provide health, fitness, medical assistance or advice. I understand and acknowledge that there are risks inherent with vigorous exercise, weight training, or other activities customarily undertaken at the Fitness Facilities and with the use of the pool, including but not limited to serious bodily injury or even death. I also understand and acknowledge that I should not engage in vigorous exercise, weight training, or other activities customarily undertaken at the Fitness Facilities without first consulting my personal physician and considering any particular risks I may incur in participating in these activities. I acknowledge that any safety equipment needed and/or required by law are to be provided by me.

I further understand and acknowledge that novel coronavirus ("COVID 19") infections have been confirmed throughout the United States, including in the State where the Fitness Facilities are located. I acknowledge that the Centers for Disease Control and Prevention ("CDC") has advised that COVID-19 is transmitted mainly from person-to-person, including through respiratory droplets, and may be spread by people who are not showing symptoms. Accordingly, I understand that there is an inherent risk of exposure to COVID 19 through use of the Fitness Facilities. I certify that I will not enter the Fitness Facilities if I have tested positive for COVID 19 within the last thirty (30) days or been exposed to someone that has tested positive for COVID 19 or is believed to have contracted COVID 19 within the last thirty (30) days, nor will I enter the Fitness Facilities if I have any of one of the following known symptoms of COVID 19: fever or chills, cough, shortness of breath or difficulty breathing, fatigue, muscle or body aches, headache, new loss of taste or smell, sore throat, congestion or runny nose, nausea or vomiting, or diarrhea.

I hereby assume all of the risks of using the Fitness Facilities and the equipment therein, including the risks of covid 19 exposure. I further acknowledge and agree that, in consideration for being permitted to use the Fitness Facilities, I shall be entirely responsible for, and I hereby waive and release any and all CLAIMS I have or may have in the future against Landlord, and its successors, assigns, affiliates, directors, officers, employees, partners, members, owners, managers, tenants, or contractors (collectively, "Landlord Parties") for any and all losses, costs, expenses, including reasonable attorney's fees, damages, or liabilities whatsoever of any nature, including property damage, loss or theft, bodily injury or death related to covid 19 or otherwise, arising out of (i) my use of the Fitness Facilities, (ii) the negligence or other acts of the Landlord Parties, whether directly connected to my use of the Fitness Facilities or not, and however caused, or (iii) the condition of the Fitness Facilities. Further, I agree to indemnify, hold harmless, and promise not to sue, the Landlord parties from and against all claims, causes of action, judgments, liabilities, costs or expenses, including ATTORNEY'S FEES AND OTHER LITIGATION COSTS, WHICH MAY IN ANY WAY ARISE FROM MY use of the fitness facilities, EVEN IF SUCH ABILITIES ARE CAUSED SOLELY OR IN PART BY THE NEGLIGENCE OF A landlord party.

I also agree that my use of the Fitness Facilities shall be in accordance with the Rules and Regulations attached hereto, as the same may be amended, modified or replaced from time to time by Landlord or its authorized representative, and I agree to follow CDC guidelines for minimizing the risk of COVID 19 spread, including maintaining appropriate physical distance from other persons, hand washing, cleaning and disinfecting, and following local ordinances regarding the use of gyms or other public spaces. I further agree to follow any oral instructions or directions given by the employees, agents or representatives of Landlord at the Fitness Facilities. I agree that my failure to use the Fitness Facilities in accordance with the Rules and Regulations or as directed by such agents or representatives at the Fitness Facilities may result in the permanent loss of my privileges to use the Fitness Facilities. I certify that I have read this document, and I fully understand its content. I am aware that this is a release of liability and a contract and I sign it of my own free will.

Signature:

Print Name:

Date: