



## Bicycle Parking, Shower and Locker Facility Agreement (the "Agreement")

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This is an agreement for Bicycle Parking, Shower and Locker Facility use at Eighth Avenue Place located at 525 - 8 Avenue SW, Calgary, Alberta (the "Project"). The Project's parkade (the "Parkade") contains bicycle storage racks and locker rooms on the second level of the Parkade (the "Bicycle Parking, Shower and Locker Facility") available for use by tenants of the Project and their employees (the "Users").

### I. User Contact Information

<b>First Name:</b>	
<b>Last Name:</b>	
<b>Company:</b>	
<b>Company Address:</b>	
<b>Company Email:</b>	
<b>Company Phone Number:</b>	
<b>Cell Phone Number:</b>	
<b>Access Card Number:</b>	

### II. Bicycle Information

<b>Bicycle Model Year:</b>	
<b>Bicycle Make:</b>	
<b>Bicycle Model:</b>	
<b>Bicycle Colour:</b>	
<b>Bicycle Serial Number:</b>	

### III. Terms & Conditions

Please read the following Terms and Conditions carefully. In consideration of your unlimited use of the Bicycle Parking, Shower and Locker Facility, you hereby acknowledge and agree as follows:

1. Use – The Bicycle Parking, Shower and Locker Facility is not a public facility but is for the exclusive use of

Users who are specifically authorized by Hines Canada Management Company II ULC on behalf of Immeubles SNPL Inc. / SNPL Properties Inc., ARI 8AP GP Inc., as General Partner for and on behalf of, ARI 8AP Investments LP, and Penny Lane II Limited Partnership, by its General Partner Penny Lane Shopping Centre Ltd. (collectively the "Landlord") to use the Bicycle Parking, Shower and Locker Facility.

2. Risk – You understand that other users of the Bicycle Parking, Shower and Locker Facility may inadvertently or purposefully damage or remove any and all contents of the Bicycle Storage Area. Your use of the Bicycle Parking, Shower and Locker Facility will be entirely at your own risk.
3. Fee – You will pay a fee of one hundred dollars (\$100.00), plus GST, for every twelve (12) months, beginning the date this Agreement is signed (the "Commencement Date"), per bicycle storage rack (the "Fee"). The Fee shall cover unlimited use of the Bicycle Parking, Shower and Locker Facility, subject to the conditions set forth in this Agreement. The Fee is payable upon your acceptance of these Terms and Conditions and each year thereafter on The Commencement Date. Once payment is made, no refunds are permitted. The Fee is subject to change by the Landlord or its authorized representative upon one (1) months' notice. Acceptable methods of payment include credit card (Mastercard, Visa and American Express).
4. User Information – You will ensure the contact and bicycle information provided above is accurate and up-to-date at all times.
5. Termination – You and the Landlord may terminate this agreement upon one (1) months' notice to the other party, in advance of the annual renewal date. However, if you are in breach of this Agreement, the Landlord reserves the right to suspend or cancel your Bicycle Parking, Shower and Locker Facility privileges and/or terminate this Agreement. The Landlord may terminate this Agreement upon one (1) months' notice to the other party at any time.
6. Rules and Regulations – You agree to observe and comply with the Rules and Regulations set out in Schedule A of this Agreement. The Landlord shall have the right to amend the Rules and Regulations from time to time by providing notice of such change to the User.
7. Release – You, on behalf of yourself, your heirs, next of kin, dependents, representatives, successors, executors, administrators, assigns and any other person or entity acting on your behalf, forever release Immeubles SNPL Inc. / SNPL Properties Inc., ARI 8AP GP Inc., as general partner for and on behalf of, ARI 8AP Investments LP, and Penny Lane II Limited Partnership, by its general partner Penny Lane Shopping Centre Ltd., Hines Canada Management Co. II ULC, and all of their respective employees, officers, directors, managers, members, agents, affiliates, owners, partners, contractors, representatives, instructors and volunteers (the "Released Parties") from any and all actions, causes of action, contracts (whether express or implied), claims and demands, including any claims for breach of any duty of care, statutory or otherwise, for loss of life, personal injury, damage to property or any other loss or injury, which you have ever had, now have or hereafter will have against the Released Parties by reason of or related to this Agreement or your use of the Bicycle Parking, Shower and Locker Facility.
8. Indemnity – You agree to indemnify and hold harmless the Released Parties from any and all losses, claims, actions, damages, liabilities and expenses, including legal fees, incurred by any of the Released Parties in connection with loss of life, personal injury, damage to property or any other loss or injury arising from this Agreement, any occurrence in the Bicycle Parking, Shower and Locker Facility, your use of the Bicycle

Parking, Shower and Locker Facility, or occasioned wholly or in part by any act or omission by you or anyone permitted to be in the Bicycle Parking, Shower and Locker Facility or the Parkade by you; provided, however, that the foregoing indemnification shall not apply to any loss or injury caused by the gross negligence or willful misconduct of any of the Released Parties.

9. Limitation of Liability – Any liability of an owner of the Project (an "Owner") under this Agreement shall be limited to its interest in the Project from time to time. If the Owner consists of more than one person, the liability of such Owner shall be several and limited to its percentage interest in the Project.
10. Assignment – You may not assign this Agreement or any interest herein without the prior written consent of the Landlord.
11. Governing Law – This Agreement shall be governed by the laws and courts of the Province of Alberta and the laws of Canada applicable therein.
12. Entire Agreement – This Agreement encompasses all of the Terms and Conditions relating to your use of the Bicycle Parking, Shower and Locker Facility. Except as contained herein, you are not relying on any oral or written representations or warranties made by any of the Released Parties in connection with your use of the Bicycle Parking, Shower and Locker Facility.
13. Severability – If any provision of this Agreement is determined by a court of competent jurisdiction to be invalid, illegal, or unenforceable in any respect, such determination shall not impair or affect the validity, legality, or enforceability of the remaining provisions hereof, and each provision is hereby declared to be separate, severable and distinct.

YOU UNDERSTAND THAT, BY SIGNING YOUR NAME BELOW, YOU: (I) AGREE TO BE BOUND BY AND TO COMPLY WITH THE TERMS AND CONDITIONS OF THIS AGREEMENT; AND (II) ACKNOWLEDGE THAT YOU HAVE READ, UNDERSTOOD AND AGREE WITH THE CONTENTS OF THIS AGREEMENT.

**Signature:**

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**Date Signed:**

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## Schedule A

### Rules and Regulations

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- a. Subject to closure from time to time by the Landlord or its authorized representative for the purposes of maintenance, repair, renovation, or construction of the Project, including but not limited to the Bicycle Parking, Shower and Locker Facility or Parkade, the Bicycle Parking, Shower and Locker Facility will be accessible by Users at all hours.
- b. The Bicycle Parking, Shower and Locker Facility is for the use by the Users only. Friends, relatives and visitors of Users are not permitted to use the Bicycle Parking, Shower and Locker Facility.
- c. Each tenant of the Project is responsible for controlling and monitoring access to the Bicycle Parking, Shower and Locker Facility, ensuring access cards are issued only to employees of the tenant and prohibiting such employees from lending their access cards to non-employees.
- d. All Users use the Bicycle Parking, Shower and Locker Facility at their own risk. Locks should be used to secure bicycles and/or personal belongings at all times. Unattended locks must be secured at the designated bicycle lock rack. Locks will not be provided by the Landlord. Lockers are for day use only and personal items may not be stored in lockers overnight. The Bicycle Parking, Shower and Locker Facility will be checked nightly and any locks remaining on lockers and bicycle racks will be cut and contents confiscated for pick up by the User at a later date.
- e. A bicycle permit number (“Bicycle Permit”) will be assigned to the User that must be affixed to the User’s bicycle while using the Bicycle Parking, Shower and Locker Facility. The Landlord reserves the right to conduct daily audits to ensure only authorized Users have access to the Bicycle Parking, Shower and Locker Facility. If the User’s Bicycle Permit is not on their bicycle, the Landlord will notify the User and Tenant Representative and request adherence to the Rules and Regulations.
- f. The User shall park their bicycle in the provided bicycle racks only. If the racks are full, the User shall inquire with the Landlord for the location of alternative secure bicycle storage areas. Users shall not block the entrance to the Bicycle Parking, Shower and Locker Facility or position their bicycle in a manner that will impede others from entering or exiting the Bicycle Parking, Shower and Locker Facility or Parkade.
- g. We are a smoke-free environment, smoking and/or vaping is not permitted in the Bicycle Parking, Shower and Locker Facility.
- h. The Bicycle Parking, Shower and Locker Facility is intended to be used by Users while they are present at the Project. The Landlord will take inventory of any bicycles and personal belongings left in the Bicycle Parking, Shower and Locker Facility overnight. Bicycles left in the Bicycle Storage Area will be sent a courtesy reminder in writing, and if left for more than three consecutive nights without prior permission from the Landlord, the bicycle will be removed without notice or guarantee of return.
- i. Users shall report any suspicious activity, vandalism or damage to the Landlord immediately by contacting the Security Control Centre at 403-592-2870 or email [eap.security@hines.com](mailto:eap.security@hines.com).
- j. The only access permitted to and from the Bicycle Parking, Shower and Locker Facility is via the 9 Avenue bicycle ramp. There is no 4 Street entrance or exit for bicycles. Bicycles are not permitted on vehicle entrance and exit lanes, or in the remainder of the Parkade. This is for the safety of all tenants and personnel of the

Project.

- k. Each User must swipe their access card at the Bicycle Parking, Shower and Locker Facility entrance and dismount and walk with their bicycle down the bicycle ramp for the safety of all Users, customers and Project's personnel.
- l. Any violations of these Rules and Regulations may result, at the discretion of the Landlord or its authorized representative, in cancellation of Bicycle Parking, Shower and Locker Facility privileges.
- m. These Rules and Regulations are subject to change by the Landlord or its authorized representative.