

Bicycle Storage Agreement – Eighth Avenue Place
(the "Agreement")

This is an agreement for bicycle storage at Eighth Avenue Place located at 525 – 8th Avenue SW, Calgary, Alberta (the "**Project**"). The Project's parkade (the "**Parkade**") contains bicycle storage hooks on the basement level (the "**Bicycle Storage Area**") available for use by tenants of the Building and their employees (the "**Users**").

I. User Contact Information

Access Card No.: _____

Name of User: _____

Company: _____

Phone: (____) _____ - _____ E-mail: _____

Bicycle Make/Model: _____

II. Terms & Conditions

Please read the following terms and conditions carefully. In consideration of your unlimited use of the Bicycle Storage Area, you hereby acknowledge and agree as follows:

1. **Use** – The Bicycle Storage Area 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 Storage Area.
2. **Risk** – You understand that other users of the Bicycle Storage Area may inadvertently or purposefully damage or remove any and all contents of the Bicycle Storage Area. **YOUR USE OF THE BICYCLE STORAGE AREA WILL BE ENTIRELY AT YOUR OWN RISK.**
3. **Fee** – You will pay a fee of \$100.00, plus GST, per calendar year, being January 1st to December 31st, per Bicycle Storage Area hook (the "**Fee**"). The Fee is payable upon your acceptance of these terms and each year thereafter on January 1st. For any Agreement entered into between September 1st and December 31st, the initial Fee will be \$50.00, plus GST. Once payment is made, no refunds are permitted. The Fee is subject to change by the Landlord or its authorized representative upon one (1) month's notice.

Acceptable methods of payment include: credit card (Mastercard and Visa), cheque or money order. Please make your cheque or money order payable to the Landlord at the following address (exactly as listed):

Hines Canada Management Company II ULC
c/o CH3053
P.O. Box 2509, Station M
Calgary, AB T2P 0E2

4. **User Information** – You will ensure that 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) month's notice to the other party. However, if you are in breach of this Agreement, the Landlord reserves the right to suspend or cancel your bicycle storage privileges and/or terminate this Agreement.

6. **Rules and Regulations** – You agree to observe and comply with the rules and regulations set out in Schedule A of this Agreement.
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 Storage Area.
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 Storage Area, your use of the Bicycle Storage Area, or occasioned wholly or in part by any act or omission by you or anyone permitted to be in the Bicycle Storage Area 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 Building (an "**Owner**") under this Agreement shall be limited to its interest in the Building 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 Building.
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 Storage Area. 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 Storage Area.
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.

User Signature: _____

Date: _____

SCHEDULE A
RULES AND REGULATIONS

1. 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 Building, including but not limited to the Bicycle Storage Area or Parkade, the Bicycle Storage Area will be accessible by Users at all hours.
2. The Bicycle Storage Area is for the use by the Users only. Friends, relatives and visitors of Users are not permitted to use the Bicycle Storage Area.
3. Each tenant of the Building is responsible for controlling and monitoring access to the Bicycle Storage Area, ensuring access cards are issued only to employees of the tenant and prohibiting such employees from lending their access cards to non-employees.
4. All Users use the Bicycle Storage Area at their own risk. Locks should be used to secure bicycles and/or personal belongings at all times. Locks will not be provided by the Landlord. Personal items may not be stored in lockers overnight. The Bicycle Storage Area will be checked nightly and any locks remaining on lockers will be cut and contents confiscated for pick up by locker user at a later date.
5. Users shall store bicycles on the provided bicycle hooks only. If the hooks are full, Users shall inquire with the Landlord for the location of alternative bike storage areas. Users shall not block the entrance to the Bicycle Storage Area or position bicycles in a manner that will impede others from entering or exiting the Bicycle Storage Area or Parkade.
6. Smoking in not permitted in the Bicycle Storage Area.
7. The Bicycle Storage Area is intended to be used by Users while they are present at the Building. Security is instructed to take inventory of any bicycles left in the Bicycle Storage Area overnight. Bicycles left in the Bicycle Storage Area for more than three consecutive nights without prior permission from the Landlord will be removed by Building security.
8. Users shall report any suspicious activity, vandalism or damage to the Landlord immediately.
9. The only access permitted to and from the Bicycle Storage Area is via the 9th Avenue bike ramp. There is no 4th Street 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 Building.
10. Bicycles should be walked down the bike ramp for the safety of all cyclists.
11. Any violations of these rules and regulations may result, at the discretion of the Landlord or its authorized representative, in cancellation of Bicycle Storage Area privileges.
12. These rules and regulations are subject to change by the Landlord or its authorized representative.