

**Eighth Avenue Place** ♦ Tenant Information Manual



**EIGHTH  
AVENUE  
PLACE**

A photograph of a modern office building's interior atrium. The space is filled with large, lush green trees. The building's glass facade is visible on the right, reflecting the bright sunlight that creates a starburst effect. The floor is polished and reflects the light and the trees. The overall atmosphere is bright, clean, and environmentally conscious.

*Welcome to*  
**PLATINUM**  
SOPHISTICATION

— ◆ —  
*Canada's premiere LEED® Platinum office  
complex is the new pinnacle of environmental  
responsibility and sustainability*

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### 1.1 BUILDING OVERVIEW

Eighth Avenue Place is a world-class complex located in the heart of Calgary’s downtown core. The East Tower consists of 1,100,000 square feet of office space and the West Tower consists of 841,000 square feet of office space, sitting on top of a six level underground Parkade, as well as a large South Plaza and an atrium Winter Garden.

The design concept for Eighth Avenue Place makes a metaphorical reference to the peaked and faceted Rocky Mountains that provide a compelling backdrop to Calgary. The slightly angled, sloped wall and roof surfaces create a constantly shifting palette of light, reflection and experience. The three-story lobby, clad in natural stone, stainless steel and glass, is one of a kind in the city. The project features landscaped terraces and plazas facing 9th Avenue, and vibrant retail frontage along 8th Avenue.

Eighth Avenue Place is a Certified LEED Platinum Office High Rise, featuring a 25,790-square-foot green roof. The typical office floor features 23,500-square-foot column-free floor plates with six corner offices, mountain views and an abundance of natural light.

**Building Address:**

EIGHTH AVENUE PLACE  
525 - 8th Avenue SW  
Calgary, AB T2P 1G1

**Building Website:**

[www.eighthavenueplace.com](http://www.eighthavenueplace.com)

### 1.2 PROPERTY MANAGEMENT

Eighth Avenue Place is staffed with professionally trained Property Management personnel and Building Operators. We are here to answer any questions you may have about the Building or its operation. Please feel free to call or stop by with any comments or concerns that you may have. The Hines Property Management Office, located on the 4th floor of the East Tower, is open on weekdays from 8:00 a.m. – 5:00 p.m.

**Property Management:**

**HINES**

Property Management Office  
Suite 440, 525-8th Avenue SW  
Calgary, AB T2P 1G1  
Phone: 403-592-2888  
Fax: 403-592-2889

**Other Important Numbers:**

Security Office 403-592-2870  
Messenger Centre 403-592-2875  
Janitorial Office 403-592-2876

### 1.3 BUILDING DIRECTORY

Interactive, touch screen Building directories are located at the Concierge Desk in the East and West Tower lobbies, providing visitors reception suite locations and contact numbers.

### 1.4 VISITOR REGISTRATION

The Concierge Desks in each lobby are staffed 24 hours a day, seven days a week to assist Tenants and guests. Monday through Friday, from 7:00 a.m. – 4:00 p.m., a professional Concierge is available to assist with a full range of concierge services including Access Cards, restaurant reservations, calling for cabs, and pointing tenants in the right direction, both within the building and around Calgary. After-hours and on weekends, the Concierge Desks are manned by Building Security.

For after-hours access, Tenants must send through the name(s) of visitors in advance, to be included on a pre-authorization list. Visitors who are not on this list will not be granted access to the building.

### 1.5 ACCESS CARDS

Tenants have access to Eighth Avenue Place 24 hours a day, seven days per week with the use of their Access Cards. To use the Access Card in an elevator after-hours (Monday through Friday, 6:00 p.m. – 6:00 a.m., 24 hours on Sat & Sun), hold the card up to the

card reader (small, black glass panel located on the right hand side within the elevator) until the light turns green. Within five seconds, press the floor button. To use the Access Card at a card controlled door, hold the card in close proximity to the card reader until the light turns green. Within five seconds of hearing the door control mechanism release, open the door.

Building Access Cards are provided to all designated employees free of charge. Lost cards will be billed at \$20.00 each (plus G.S.T.) to cover the cost of the card. To obtain a new or replacement Access Card, a request from an Authorized Tenant Contact must be submitted to Building Security. Photos are required for Access Cards. If the employee has a photo they would like to use, it can be submitted with the request. Alternatively, Building Security will take a photo of the employee for the Access Card. Please allow at least 24 hours to process a new Access Card. To deactivate or modify an Access Card, please contact Building Security. Access Card request form attached as Exhibit I.

Building Security personnel are strictly prohibited from allowing access to secured Tenant spaces. After hours, Tenant employees and visitors without an Access Card will not be granted admission to their floor unless they are pre-registered with Building Security by an Authorized Tenant Contact.

## 1.6 LOST AND FOUND

Lost and Found items are collected throughout the Building daily. Building Security records each individual item, date, location found and the person who turned the item(s) in. All general (low value) items will remain stored in the Security Command Centre for 90 days. After 90 days, the item will be donated to a local shelter or disposed of. If the item is of higher value, it will be kept for an additional 30 days. Once the additional 30 days has expired, the item will be donated to a local shelter.

## 1.7 PASSENGER ELEVATORS

Eighth Avenue Place is equipped with 21 passenger elevators in the East Tower lobby, 16 passenger elevators in the West Tower lobby, and four parkade shuttle elevators serving the Parkade levels. The passenger elevators operate in non-security mode on multi-tenant floors (no floor Access Card needed with the exception of

select floors) between 6:00 a.m. and 6:00 p.m., Monday through Friday (except holidays) and in security mode at all other times. Tenants can designate non-security vs. security modes for each floor they occupy based on their hours of operation and internal security. The passenger elevators are outfitted with Captivate screens which broadcast news, weather, and stock updates as well as Building announcements.

Elevator emergency calls are monitored 24 hours a day, seven days a week by Building Security. Should you encounter a problem with an elevator, please call for assistance by pressing the "Press to Call" button provided in each car. Our Building Security will immediately respond with instructions. Please report any elevator problems to the Security Command Centre as soon as possible.

### **East Tower Elevator Service:**

#### **Low Rise Elevators:**

Main Lobby and Floors 4 - 9

#### **Mid Rise Elevators:**

Main Lobby and Floors 10 - 24

#### **Mid - High Rise Elevators:**

Main Lobby and Floors 25 - 36

#### **High Rise Elevators:**

Main Lobby and Floors 37 - 49

### **West Tower Elevator Service:**

#### **Low Rise Elevators:**

Main Lobby and Floors 4 - 19

#### **Mid Rise Elevators:**

Main Lobby and Floors 20 - 30

#### **High Rise Elevators:**

Main Lobby and Floors 31 - 40

### **Parkade Elevators:**

Main Lobby and Floor 2

North Elevators Parkade Levels 1 - 6

South Elevators Parkade Levels 1 - 5

## 1.8 LOADING DOCK AND SERVICE ELEVATORS

### **Deliveries & Moving Procedures**

All deliveries, including messenger deliveries, must occur via the Loading Dock and service elevators. The Loading Dock is located on the South side of the Building and is accessible from 9th Avenue along the South perimeter of

the Building. The dock includes 16 loading bays approximately 10' Wide x 28' Deep and 14' High, equipped with four hydraulic lifts. Normal hours of operation for the Loading Dock are from 6:00 a.m. – 6:00 p.m. Monday through Friday (except holidays). To schedule deliveries, please contact the Hines Property Management Office to reserve time at both the Loading Dock and the service elevators. Small deliveries are permissible during normal business hours, however movement in or out of the Building of furniture, office equipment, or any other bulky material must be performed after 4:00 p.m. or prior to 6:00 a.m. Please make arrangements for someone from your firm to accept the delivery. For liability reasons, Eighth Avenue Place Building Security are instructed not to accept deliveries without written instructions from the Tenant and approval from the Hines Property Management Office.

Vendors making deliveries must obtain an Access Card from the Loading Dock Office in order to operate the service elevators. All vendor deliveries will require Tenant approval by way of a Pre-Approved Vendors List, submitted by the Authorized Tenant Contact to the Hines Property Management Office.

**Delivery personnel must abide by the following rules:**

1. Bay areas are available on a first come, first served basis. Delivery vehicles must not occupy the bays for extended periods of time (over 15 minutes) without prior authorization.
2. The service elevators must be used for all deliveries made via the Loading Dock.
3. Cart and hand trucks are strictly prohibited in the passenger elevators as well as in the Lobby.
4. Mail bags and large package deliveries should be made via the Loading Dock and service elevators.
5. Delivery personnel must sign in / out at the Loading Dock Office and present identification.
6. Delivery vehicle engines must be turned off while parked at the Loading Dock.

Eighth Avenue Place has four service elevators, two servicing each Tower. Use of the service elevators is restricted to designated Building occupants and their pre-approved vendors, contractors, or guests via Access Cards. The service elevators serve all floors of their respective Tower and Parkade Levels 1 - 5.

Tenants requiring exclusive use of a service elevator for large deliveries or a move must contact the Hines Property Management Office to request a booking.

**Service Elevator Dimensions:**

**Cab Dimensions:**

5'-9 3/4" Wide x 7'-11" Deep x 10'-0" High (2'-1" Wide, 12'-0" High opening in back of elevator)

**Door Dimensions:**

4'-0" Wide x 8'-10" High

**Weight Capacity:**

5,000 lbs. at 700 fpm

**Moving Procedures**

All Tenant moves, whether into or out of the Building, must be coordinated with the Hines Property Management Office. Notification should be made as far in advance as possible and should include the proposed moving date and moving contractor. The moving contractor should contact the Hines Property Management Office to schedule the use of a designated service elevator and to coordinate insurance certificate submission. The Hines Property Management Office should also be advised in writing of any special requirements in connection with the move. Please note exclusive afterhours service elevator bookings (4:00 p.m. – 6:00 a.m.) will be billed at \$30/hour with a four hour minimum.

**Scheduling/Access**

All Tenant moves must take place after 4:00 p.m. on weekdays or anytime on weekends. This policy is required to simplify access to the Building for moving contractors and to minimize inconvenience to other Tenants. The exact date and time of any Building move must be scheduled at least two weeks in advance with the Hines Property Management Office. It is advisable for the Tenant to discuss the anticipated move date with the Hines Property Management Office as early as possible to avoid conflicts with other Tenant moves. No moving contractors will be allowed into the Building or permitted use of the Loading Dock and service elevators without an authorized activity request form provided by the tenant, as well as prior written

confirmation of Loading Dock reservation by the Hines Property Management Office.

### **Loading/Unloading**

All items must be moved via the Loading Dock and service elevators. Please note; the Loading Dock is for delivery only, there is no short term or long term parking or space to store items for pick-up.

### **Property Protection**

The moving contractor must make every effort to thoroughly protect all Building fixtures and finishes with appropriate materials to safeguard them from damage. Service elevator lobbies, multi-tenant corridors, and common areas of the Building must have floor, wall and door protection in every move with specific attention paid to corners of walls and door frames. Common area corridors and multi-tenant corridors are to be kept free and clear of all furniture to maintain a safe fire route. Building access will be discontinued if the moving contractor is not taking proper precautions.

### **Clean-Up**

The moving contractor is responsible for leaving the Building and premises clean by removing from site all cartons and other trash generated by the move. If additional cleaning services must be procured after the move, charges will be assessed directly to the responsible Tenant.

### **Property Damage**

Repair charges for any damages to the Building, including but not limited to elevator areas, doors, corridors, or grounds which the Tenant, moving company or its employees or agents cause, will be the responsibility of the Tenant. The Hines Property Management Office will coordinate the required repairs and assess the charges directly to the responsible Tenant.

### **Tenant Access**

The Hines Property Management Office will not be responsible for opening doors for Tenant spaces or granting access to Tenant areas. All coordination with moving companies must be the responsibility of the Tenant.

### **Loading Dock Clearances**

Eighth Avenue Place has the ability to accommodate most types of moving or delivery trucks within the height clearance of the Loading Dock, which is 14'.

## **1.9 INSURANCE REQUIREMENTS**

Each Tenant, Vendor, and Contractor is required to provide a Certificate of Insurance (COI) to the Hines Property Management Office. Aggregates and per occurrence minimums are set out in each Lease and Building Goods and Services Agreement.

#### **Certificate Holder:**

Hines Canada Management Co. II ULC  
440, 525 - 8th Avenue SW  
Calgary, AB T2P 1G1

#### **Additional Insured:**

- ARI 8AP GP Inc., as general partner for and on behalf of ARI 8AP Investments LP
- Immeubles SNPL Inc./SNPL Properties Inc.
- Penny Lane II Limited Partnership, by its general partner, Penny Lane Shopping Centre Ltd.
- Hines Canada Management Co. II ULC

## **1.10 EMERGENCY PROCEDURES**

We consider safety to be the highest priority at Eighth Avenue Place and have developed an Emergency Action Plan to ensure safe occupancy.

Each Tenant will be asked to designate an Emergency Response Team. Floor Wardens will receive additional training to serve as a point person for implementing Building safety and emergency protocol. The Emergency Response Team and Floor Wardens are instrumental in ensuring employee safety in the event of a Building emergency. Training for all Emergency Response Team personnel and mobility restricted employees will be available monthly. Annual Floor Warden Training as well as an annual Building Fire Drill (in coordination with the Calgary Fire Department) will be held in the Fall of each year.

In addition to emergency response training, Hines also provides the following resources:

- Eighth Avenue Place Online Emergency Training: You can find the links to the training on our website, [www.eighthavenueplace.com](http://www.eighthavenueplace.com) under the "Tenant Services" tab (the links are located at the bottom of the page).

### 1.11 PUBLIC TRANSPORTATION

Located in the heart of Calgary's downtown, Eighth Avenue Place is very accessible to Tenants and visitors:

- Calgary Transit operates several bus routes serving the North, South, East and West sides of Calgary with stations located within blocks of Eighth Avenue Place. The closest bus stops are located on 4th and 5th Street SW, just North of Eighth Avenue Place. In addition, 9th Avenue to the South of the Building has several bus stops. For route maps and bus schedules, visit [www.CalgaryTransit.com](http://www.CalgaryTransit.com).
- Calgary Transit also operates several train routes with stops located within close proximity to Eighth Avenue Place. The C-Train stop closest to Eighth Avenue Place is located one block North on 7th Avenue and 4th Street SW. For route maps and train schedules, visit [www.CalgaryTransit.com](http://www.CalgaryTransit.com).
- Numerous taxicab companies also serve downtown Calgary. Phone numbers for a few popular taxicab companies that offer pick-up service are listed for your convenience:

Calgary United Cabs	403-777-1111
Associated Cabs	403-299-1111
Checker Taxi	403-299-9999
Delta Cab	403-278-9999
Highland Executive Chauffeur (Chauffeur Service - Platinum Partner)	1-800-991-6571





## Section 2 ♦ Tenant Amenities

### 2.1 CONFERENCE CENTRE

The Eighth Avenue Place Conference Centre is approximately 3,500 square feet and located on the 4th floor of the East Tower, adjacent to the Hines Property Management Office. Additional information on scheduling, rates and AV equipment are available both on the Building website [www.eighthavenueplace.com](http://www.eighthavenueplace.com) or by calling the Hines Property Management Office at 403-592-2888.

The EAP Conference Centre is comprised of three large rooms (which can be combined or left separated depending on the size and needs of each group) and two smaller break-out rooms. Total seated capacity for Conference Centre is 150 people (theatre style).

Please keep all bookings within your scheduled time to avoid conflicts with other bookings and to allow proper clean-up of the space. Additional overtime rental charges may be incurred.

### 2.2 FITNESS CENTRE

The 10,200 square foot state-of-the-art EAP Fitness Centre is located on the Plus 15 level of the Building. It includes change rooms with showers, steam rooms, lockers, towel service, and the support of an on-duty wellness professional.

The EAP Fitness Centre is a free amenity to all employees working at Eighth Avenue Place, however, access is limited to individuals that have completed and signed the Fitness Centre Waiver attached as Exhibit A.

Lost and Found items are collected daily. Building Security records each individual item, date and the person who turned the item(s) in. All general (low value) items will remain stored in the Security Command Centre for 90 days. After 90 days, the item will be donated to a local shelter or disposed of. If the item is of higher value, it will be kept for an additional 30 days. Once the additional 30 days has expired, the item will be donated to a local shelter.

Lockers are available for tenant use but must be cleaned out daily. Any items left in a locker overnight will be cleaned out by Security and placed in Lost and Found.

The Fitness Centre offers Tenants a full range of fitness classes, along with personal training. Additional information can be found on the Building website; [www.eighthavenueplace.com](http://www.eighthavenueplace.com) or by visiting [www.heavensfitness.com/eap](http://www.heavensfitness.com/eap)

**The Fitness Centre is for Tenant use only – unauthorized guests and trainers/instructors will be asked to leave.**

### 2.3 INTERNAL MESSENGER SERVICE / PORTER SERVICE

For the convenience and security of all Tenants, Eighth Avenue Place offers an Internal Messenger Service which interfaces directly with all commercial messengers making deliveries to or from the Building. For outbound deliveries, please contact West Canadian at 403-592-2875 to arrange a pick-up. Our uniformed Internal Messenger will arrive at your office to take your package down to the Messenger Centre. Commercial messengers may then pick-up up the package from the Messenger Office located West of the Loading Dock Office on P2. For Security purposes, all commercial messengers making deliveries to Eighth Avenue Place will be required to relinquish custody of packages at the Messenger Centre, up to a maximum weight of 60 lbs. Uniformed delivery companies (i.e. FedEx, UPS, Staples) are permitted to go straight up to Tenant floors. Major deliveries should be coordinated in advance with the Hines Property Management Office so the Loading Dock Office is prepared. Additionally, major deliveries will need to be accepted by a Tenant representative. An Internal Messenger will then deliver the package to your office. Internal Messenger Service is available from 7:00 a.m. – 5:00 p.m. Monday through Friday (except holidays).

## 2.4 PARKING

The Parkade at Eighth Avenue Place is an underground parking facility that has contract (monthly) reserved and non-reserved parking and public (transient) parking. The Parkade entrance is on the South side of the Building off 9th Avenue. Exits on both 9th Avenue (East/one-way) and 4th Street (North/one-way) are available for your convenience. Elevators are located on the North and South sides of the Building, providing access directly to and from the main Lobby and Plus 15 Level to the Parkade.

If you are a Tenant at Eighth Avenue Place and would like more information on contract parking, please contact the Hines Property Management Office at 403-592-2888. For transient parkers, payment can be made with debit or credit card at one of two pay stations located on the ground floor of the Building lobby, by the parking elevators. Credit cards are accepted in the exit lanes. Cash is not accepted.

For information on current parking rates, please refer to the Eighth Avenue Place Parking Rates as attached in Exhibit F. Please observe all designated parking signage pertaining to reserved spaces for specific Tenant use and drivers with disabilities. All parking restrictions will be strictly enforced. Parkade Height is 6'8".

## 2.5 RETAIL TENANTS

In addition to on-site retail, Eighth Avenue Place is connected to 16 km of downtown retail via Plus 15 Bridges, located on the East, West and North sides of the building.

## 2.6 OTHER AMENITIES

### Bicycle Storage Room

Located on the P2 Level of the Building, Eighth Avenue Place offers secure, indoor bicycle parking on an annual fee basis, exclusive to Tenants. The bicycle storage area is accessible with a programmed Access Card through a locked door adjacent to the Parkade entrance on 9th Avenue on the South side of the Building. A small bicycle-only ramp from 9th Avenue leads to the secure storage room as attached in Exhibit C. Tenants who wish to use this storage room must read, acknowledge, and sign the Bicycle Storage and Locker Rooms Rules & Regulations as attached in Exhibit B, and the Bicycle Storage and Locker Room Waiver and Release of Claims as attached in Exhibit B. A non-refundable annual payment is required for use of the storage room. Please print out the applicable forms, fill out, sign, and return to the Hines Property Management Office with payment. Use of this bicycle storage room also entitles you to use the locker room and showering facilities adjacent to the storage room. Once signed forms and payment have been received, your Access Card will be programmed for access to these areas. Additional public bicycle parking racks are located around the perimeter of the building, along 4th Street, 5th Street, 9th Avenue, and 8th Avenue SW.

Lost and Found items are collected daily. Building Security records each individual item, date and the person who turned the item(s) in. All general (low value) items will remain stored Security Command Centre for 90 days. After 90 days, the item will be donated to a local shelter or disposed of. If the item is of higher value, it will be kept for an additional 30 days. Once the additional 30 days has expired, the item will be donated to a local shelter.

### **Canada Post Mail Boxes**

Canada Post mailboxes are located in the main lobby of each Tower, in the corridor leading to the Building service elevators. See Building Security for directions. Keys to your designated mail-box will be provided by the Hines Property Management Office prior to occupancy.

### **Platinum Partnerships**

Eighth Avenue Place has teamed up with some of Calgary's premiere hospitality and service providers. We are proud to offer executive deals, promotions and corporate rates to our tenants in appreciation of their loyalty and patronage. For an up-to-date list of Platinum Partners please visit [www.eighthavenueplace.com](http://www.eighthavenueplace.com)

### **eservus Membership**

Eighth Avenue Place is an eservus building. eservus is an online corporate concierge service that provides a variety of discounted tickets and other value-added services to tenants in office buildings. To become an eservus member please visit: [www.eservusconcierge.com](http://www.eservusconcierge.com) or speak to one of our Concierges.

### **Executive Car Wash**

Treat your car to a luxurious exterior wash or full detailing while you work, at our Executive Car Wash located on P5. Call 403-592-2899 to book.

### **Courtesy Security Staff Escort**

During the daytime or after hours, you or your guests may call Building Security (403-592-2870) to arrange a personal escort to your vehicle in the Building's parking garage. Please call at least 10 minutes in advance.





The following is a description of the services provided at Eighth Avenue Place, details on how they can be requested, and their current cost. To request routine services, please enter a work order through [www.eighthavenueplace.com](http://www.eighthavenueplace.com). You must be registered as an Authorized Tenant Contact before you are able to enter a work order. When requesting services, we require that it come from an Authorized Tenant Contact, particularly those that incur costs on your company's behalf in order to simplify monthly invoicing. Please distribute a copy of all written requests for Building services to an appropriate staff member. Current Building Services pricing is summarized in Exhibit D.

### 3.1 JANITORIAL SERVICES

Night cleaning services consistent with Class AAA office standards are provided Monday through Friday evenings, after Building operating hours. During regular business hours, janitorial service is provided for the common areas of the Building, including the Winter Garden, main lobby, and common areas of multi-tenant floors. Additionally, all restrooms in the Building are checked for cleanliness and supplies throughout the day.

All waste items should be kept within the office. No items should be placed in the hallways, stairwells, lobbies or service elevator vestibules as this is prohibited by local fire ordinances. All items for disposal should be placed in waste receptacles. Items larger than receptacles should be clearly identified as trash by placing a garbage sticker on the item and then placing them beside the receptacle itself. Recyclables, empty toner cartridges and electronics should be marked with a "Recyclable" label and placed in a Tenant(s) service elevator vestibule(s) for pick-up by Building Janitorial staff.

Large items such as palettes, furniture, or equipment may not be thrown into the Building compactor. Tenants are responsible for removing and disposing of these items. Please contact the Hines Property Management Office to coordinate if required.

The following special services may be provided upon request and will be billed separately on your monthly statement:

- Carpets - wall to wall cleaning;
- Floors - sealing, waxing and treating custom floors;

- Walls - complete surface cleaning to remove fingerprints and non-staining smudges;
- Kitchen - dishwashing service, appliance cleaning (refrigerators, microwave ovens);
- Other cleaning services as may be required.

A complete list of our Standard Janitorial Services for Tenant areas is presented in Exhibit E. Any item not listed or requiring a greater frequency would be considered a billable request unless otherwise specified in your lease. Please contact the Hines Property Management Office for a quote. A four hour minimum applies to additional services provided on weekends

### 3.2 TRASH REMOVAL & RECYCLING

In keeping with our commitment to environmental sustainability, Eighth Avenue Place has adopted a proactive single stream recycling and waste management program per guidelines approved by LEED. The goal of our recycling program is to provide a user-friendly system that maximizes both the quality and quantity of the recyclable material collected from Tenant floors. A partnership consisting of Building personnel and Tenants is required in order for the program to be successful.

Tenant spaces will be outfitted with both desk-side and large central blue recycling bins, upon request, or can be outfitted with the recycling containers of your choice. All waste and common area recycling containers are emptied nightly. Eighth Avenue Place participates in an

innovative “single-stream” recycling program; paper, plastic, cardboard, beverage containers, and aluminum may go into the same bin.

Tenants looking to dispose of small packages and boxes should mark them with garbage or recycling stickers which can be provided upon request if you have not already received them. This system helps all parties avoid misunderstandings.

Nightly janitorial service includes removal of routine office waste and common area recyclables. For larger than normal office waste, recycling, and electronic recycling, Tenants can call the Hines Property Management Office at 403-592-2888 and we will arrange for pick up.

### **3.3 GENERAL MAINTENANCE**

Many general maintenance items can be handled by our onsite Building Operators. Maintenance requests regarding Building standard restrooms or Building-provided heat and air conditioning are handled free of charge. Repairs and maintenance to items within Tenant spaces such as doors, locks, private restrooms, kitchens, supplemental air conditioning units, etc. are considered billable services. Maintenance requests should be made via the Property Website at [www.eighthavenueplace.com](http://www.eighthavenueplace.com).

### **3.4 LOCKSMITH**

Key duplication is performed on site for a cost (please request the current price list from the Hines Property Management Office to obtain accurate rate information). Please contact the Hines Property Management Office via email, with the key(s) identification number and quantity. If you are requesting an entry key, include the name of the recipient. Requests for installing new locks and/or for lock repairs should be sent via the Property Website at [www.eighthavenueplace.com](http://www.eighthavenueplace.com).

### **3.5 LIGHT BULB REPLACEMENT**

At a Tenant’s request, Tenant spaces undergo a monthly inspection for light bulb replacement, provided that a light bulb list (type and location) has been issued to the Hines Property Management Office. Immediate or additional needs should be requested by entering a work order through [www.eighthavenueplace.com](http://www.eighthavenueplace.com).

When reporting a light out, please include a full description of the location. Charges are per light bulb plus an administration fee. Please contact the Hines Property Management Office for the most current price list. Please note that Building Operators are not responsible for changing out bulbs in task/desk lighting.

### **3.6 FURNITURE MOVING**

For small amounts of furniture that can be moved around the same floor or internally in your office during normal working hours, service may be contracted through our janitorial contractor at the current bill rate. Tenant moves should be requested through the [EAP.Service@Hines.com](mailto:EAP.Service@Hines.com) email address with a minimum notice of one business day.

A quote will be provided for the exclusive use of the service elevators. For large amounts of furniture (i.e. more than five items), we recommend the use of a commercial moving contractor. We will be happy to supply you with the names of reputable moving companies. See Section 1.7 above for additional details regarding larger moves.

### **3.7 SECURITY PERSONNEL**

Eighth Avenue Place has contracted with a premiere security services firm that provides Building-wide Security and courtesy staff services 24 hours a day, seven days a week, including all holidays. Duties include, but are not limited to, Building access control, monitoring of CCTV equipment, emergency response coordination, parkade access control, loading dock control, and freight elevator scheduling control. If Building Security coverage is needed for a special event, please call the Hines Property Management Office for a service quote. The Security Director will contact you to coordinate the coverage for your event.

### **3.8 OVERTIME HEATING, VENTILATING AND AIR CONDITIONING**

As part of Eighth Avenue Place’s normal operating procedures, heating, ventilation and air conditioning (HVAC) are provided as directed in each Tenant’s lease. Any HVAC provided outside of normal business hours (6:00 a.m. – 6:00 p.m. Monday through Friday and 8:00 a.m. – 1:00 p.m. Saturdays)

will be on an “as requested” basis only. The current rate for overtime HVAC is listed in Exhibit D, or can be obtained from the Hines Property Management Office, by requesting the most current price list. We ask that you submit your request before 3:00 p.m. on the day that overtime HVAC is needed. For weekend overtime, please submit your request prior to 3:00 p.m. on the preceding Friday. Cancellation requests Monday through Friday 8:00 a.m. – 4:00 p.m. are to go through EAP.Service@Hines.com. After hours cancellations are to go through EAP.Teamlead@Garda.com. All building forms can be found at [www.eighthavenueplace.com](http://www.eighthavenueplace.com).

Standing requests for overtime HVAC may be arranged if your firm regularly operates beyond normal business hours. Overtime air requests received after normal business hours can be called in by dialing the Hines Property Management Office at 403-592-2888, or the Security Command Centre (SCC) at 403-592-2870. If a Building Operator is not on site at the time of the request, the Tenant will be responsible for paying an additional overtime Operator labour charge to schedule the request. An example of the Overtime HVAC request form is attached as Exhibit H.

### 3.9 TELECOMMUNICATIONS

Each Tenant is responsible for contacting a telecommunications provider of their choice prior to moving into Eighth Avenue Place. Please note; all tenant improvements must be submitted to the Hines Property Management Office for approval.

Eighth Avenue Place has a contracted Riser Manager who oversees the installation, maintenance and removal of all voice and data services distributed throughout the Building. As part of this program, the Riser Manager maintains the telecommunications riser cable from the Netpop (the room where the Building’s telecommunications service originates) to the service termination block in Tenants’ suites.

The following examples outline routine telecommunications services and procedures.

#### **Tenant needs to add a new voice or data circuit to their existing suite:**

1. Tenant should call their telecommunications provider and order the necessary circuit.
2. Call the Riser Manager with the provider’s order number, due date and circuit number(s).
3. The Riser Manager will then install circuit(s) from the Building Netpop to the termination blocks in the Tenant’s suite.

#### **Tenant needs to relocate an existing voice or data circuit within the Building:**

1. Tenant should call the Riser Manager with the due date, suite numbers (existing and future) and circuit number(s).
2. The Riser Manager will then install circuit(s) from the existing suite to the future locations on the designated due date.

#### **Tenant equipment vendor requests access to the telecommunications closet:**

1. Tenant should call the Riser Manager at least 48 hours prior to the vendor’s service call time.
2. The Riser Manager will send a technician to the Tenant’s suite at the designated time.

#### **PLEASE NOTE:**

All prices and service times are subject to adjustment.

Please call the Hines Property Management Office at 403-592-2888 to receive the Riser Manager contact information.



## Section 4 • Security Tips

Property Management and Building Security personnel take many precautions to protect employee property; however, employees are wholly responsible for the Security of all persons and property within their areas. By following a few simple rules, much can be done to eliminate or reduce theft or intruders.

- It is recommended that entry doors into Tenant suites, including rear doors and secondary entrances, are locked at all times. This may be the single most important rule to prevent intruders from entering office areas.
- Keep valuables, whether in your vehicle or office, out of sight at all times. A minimum amount of cash should be kept in the office. Both stamps and cash should be locked in an office safe.
- Keep purses and gift packages out of sight and locked inside a cabinet or desk if possible.
- Lock desks when not seated at them.
- The Building prohibits all outside solicitation. Please note the Hines Property Management Office will not distribute Building-wide advertisements on other Tenants' behalf. Please call Building Security immediately to report solicitors so they may be properly escorted from the Building.
- Do not let persons other than employees and guests into Building restrooms, the Fitness Centre, or the Bicycle Storage Room.
- Building personnel are always ready to properly identify themselves. Persons posing as Building workers who you do not recognize should be reported to Building Security immediately. Every employee has the right to question and request proper identification from all those who access their floor(s).
- Legitimate Internal Messengers carry proper identification. If a messenger does not produce identification when asked for it, Building Security should be notified immediately.
- To reduce the possibility of unauthorized persons entering an employee space, all visitors should wait in the floor common area until an escort arrives to greet the visitor. Do not allow unknown persons to follow through an access controlled door.



- 1.** No signs, lettering, pictures, notice or advertisement shall be placed on any outside window or in a position to be visible from outside the premises. If visible from the outside or public corridors within the Building, the article shall be installed in such manner and be of such character and style as Landlord shall approve in writing.
- 2.** Tenant shall not use the name of the Building for any purpose other than the Tenant's business address. Tenant shall not use the name of the Building for Tenant's business address after vacating the premises. Tenant shall not use any picture or likeness of the Building in any circulars, notices, advertisements or correspondence without prior written approval from Landlord.
- 3.** No article which is explosive or inherently dangerous is allowed in the Building.
- 4.** Tenant shall not represent itself as being associated with any company or corporation by which the Building may be known or named.
- 5.** Sidewalks, entrances, passages, courts, corridors, halls, elevators, service elevator vestibules and stairways in and about the premises and Building shall not be obstructed. The Building reserves the right to remove and bill the expense of removal back to the Tenant for any obstructions.
- 6.** No animals (except for special needs pets), bicycles or other vehicles shall be brought or permitted to be in the Building or the premises except for in areas specifically designated for such a use.
- 7.** Room to room canvasses to solicit business from other Tenants of the Building are not permitted. Tenant shall not advertise the business, profession or activities of Tenant conducted in the Building in any manner which violates any code of ethics by any recognized association or organization pertaining to such business, profession or activities.
- 8.** Tenant shall not knowingly waste utilities and shall cooperate reasonably with Landlord to assure the most effective and efficient operation of the Building's HVAC systems. Space heaters and fans are not allowed and will be removed from the Building by Building Operators, as they disrupt the proper air balance of the Building and may invalidate tenant insurance policies.
- 9.** No locks or similar devices shall be attached to any door except by Landlord or with Landlords prior approval. Tenant may retain sole access to a lock with prior written approval from the Landlord.
- 10.** Tenant assumes full responsibility of protecting the premises from theft, robbery and pilferage. Landlord shall not be liable for damage thereto, theft, or misappropriation thereof. Tenant shall keep all doors to the premises locked and other means of entry to the premises closed and secured, except during Tenant's normal business hours. All corridor and stairwell doors shall remain closed at all times. Tenant should notify the Landlord or Building Security immediately if a door is not closing or locking as designed.
- 11.** If Tenant wishes to make changes to their wiring plan the Landlord will, upon request, direct where and how connections and all wiring shall be installed. Landlord will not allow boring, cutting or installing of wires or cables without prior approval. Please refer to the Office and Retail Interior Improvements as attached in Exhibit J.
- 12.** Except with the prior approval of Landlord or as otherwise provided in the Tenant's lease, all cleaning, repairing, janitorial, decorating, painting or other services and work in and about the premises shall be done only by authorized Building personnel or preferred vendors. Please refer to the Office and Retail Interior Improvements as attached in Exhibit J.

**13.** The weight, size and location of safes, equipment, machines and other large or bulky articles shall be subject to Landlord's approval and shall be brought into and out of the Building at times and in a manner as the Landlord shall direct. Prior to Tenant's removal of any of such articles from the Building, the Tenant shall obtain written authorization from the Hines Property Management Office and shall have such authorization on hand should it be requested.

**14.** Tenant shall not overload the safe capacity of the electrical outlets of the Building and the premises. Please contact the Hines Property Management Office at 403-592-2888 for more information.

**15.** To the extent permitted by law, Tenant shall not cause picketing or other activity which would interfere with the business of Landlord or any other Tenant or occupant of the Building. Tenant shall not permit or promote distribution of written materials involving its employees in or about the Building except in locations and subject to time and other limitations as to which Landlord may give prior written consent.

**16.** Tenant shall not cook, otherwise prepare or sell any food or beverages in or from the premises or use the premises for housing accommodations, lodging, or sleeping purposes. Exceptions are the installation and maintenance of vending machines, coffee/beverage stations, food warming equipment, and eating facilities for the benefit of its employees or guests, provided the same are maintained in compliance with applicable laws and regulations and do not disturb other Tenants in the Building with odour, refuse or pests. An exception applies to those Tenants who received approval through Tenant Design and Construction to have these facilities built in to their space

**17.** Tenant shall not permit the use of any apparatus for sound production or transmission in such a manner that the sound so transmitted or produced shall be audible or vibrations there from shall be detectable beyond the premises. Nor shall Tenant permit objectionable odours or vapours to emanate from the premises.

**18.** No floor covering shall be affixed to any floor in the premises by means of glue or other adhesive without Landlord's prior written consent. Landlord's consent shall be deemed given as to any such matters included as part of the plans and specifications for Tenant's Work or for subsequent alterations which are otherwise approved by Landlord.

**19.** Tenant shall only use the freight elevator for mail carts, dollies and other similar devices used for delivering material between floors that Tenant may occupy.

**20.** In accordance with the Building's Certified LEED-CS Platinum status, smoking is not permitted anywhere in the Building, Parkade, or Parkade entrance. Smoking is prohibited within 25 feet of Building entrances. This policy is strictly enforced by Building Security. If you need assistance finding the designated smoking area, Building Security will be happy to direct you

**21.** Landlord may require that all persons who enter or leave the Building identify themselves to Building Security, by registration or otherwise. Landlord, however, shall have no responsibility or liability for any theft, robbery or other crime in the Building.

**22.** Tenant shall comply with all safety, fire protection and evacuation procedures and regulations established by any governmental agency or reasonably established by Landlord and shall cooperate and participate in all reasonable security and safety programs affecting the Building.

**23.** Tenant shall cooperate and participate in all recycling programs established for the Building by any governmental agency or reasonably established by Landlord. See 3.2 Trash Removal & Recycling.

**24.** Courier protocol - See 2.3 Internal Messenger / Porter Service

**25.** All interior Office Improvements must be submitted to Landlord for approval prior to any work commencing. Please refer Office and Retail Interior Improvements as attached in Exhibit J.







**EIGHTH  
AVENUE  
PLACE**

# EXHIBIT A

## EIGHTH AVENUE PLACE

*Fitness Centre Waiver and Release of Claims*

**Hines**

Access Card No. \_\_\_\_\_  
(building use only)

### FITNESS CENTRE WAIVER AND RELEASE OF CLAIMS *(user)*

**Part I:** (PLEASE PRINT CLEARLY)

Name of User: \_\_\_\_\_

Birthdate: \_\_\_\_/\_\_\_\_/\_\_\_\_

Gender: M F

Home: (\_\_\_\_) \_\_\_\_\_ - \_\_\_\_\_ Work: (\_\_\_\_) \_\_\_\_\_ - \_\_\_\_\_

E-mail: \_\_\_\_\_

Street Address: \_\_\_\_\_ City/Prov:P/C: \_\_\_\_\_

In case of an emergency, contact: \_\_\_\_\_

Phone: (\_\_\_\_) \_\_\_\_\_ - \_\_\_\_\_

**PART II: ACKNOWLEDGMENT AND COVENANT NOT TO SUE**

This is a legally binding document. By signing this document, you waive your right to bring a court action to recover compensation or to obtain any other remedy for any injury to yourself or your property or for your death however caused arising out of your use of the fitness facilities of Eighth Avenue Place, now or in the future.

I hereby acknowledge and agree that the use of all equipment and facilities in the GYM including but not limited to all cardio equipment, weight machines and free weights, HAVE INHERENT RISKS. I have full knowledge of the nature and extent of all the risks inherent to the use of the GYM, and its other training facilities, including, but not limited to:

1. Injuries occasioned by the negligence of other users of the GYM;
2. Cuts and abrasions resulting from skin contact with any surfaces;
3. Injuries resulting from landing or falling on any surfaces; and
4. Injuries to bones, joints, ligaments, tendons, or death.

I further acknowledge that the preceding list is not inclusive of all possible risks associated with the use of the GYM and that said list in no way limits the extent or reach of this release and covenant not to sue.

In consideration of my use of the GYM, I agree not to claim or sue for any alleged liabilities, claims, or causes of action released in this Fitness Facility Waiver and Release of Claims (WAIVER).

**PART III: RELEASE AND INDEMNIFICATION**

In consideration of my use of the GYM, I, the undersigned user, agree to release on behalf of myself, my heirs, next of kin, dependents, representatives, successors, executors, administrators, assigns and any other person or entity on my behalf, and hereby DO RELEASE Penny Lane II Limited Partnership, by its General Partner, Penny Lane Shopping Centre Ltd., Immeubles SNPL Inc./SNPL Properties Inc., ARI 8AP GP Inc., as general partner for and on behalf of ARI 8AP Investments LP,



**EIGHTH  
AVENUE  
PLACE**

# EXHIBIT A

## EIGHTH AVENUE PLACE

*Fitness Centre Waiver and Release of Claims continued...*

**Hines**

Hines Canada Management Co. II ULC and their affiliates, owners, operators, principals, directors, officers, partners, managers, employees, members, agents, instructors, volunteers, sponsors, contractors, and subcontractors or any of their representatives (RELEASED PARTIES) from any cause of action, claims, demands, losses, suits and contract and costs of any nature whatsoever, including, but not limited to, a claim of negligence, gross negligence, breach of contract, or breach of any statutory or other duty of care, including any duty of care owed under the Occupiers' Liability Act, R.S.A. 2000, c. O-4, which I, my heirs, representatives, successors, executors, administrators, and assigns may now have, or may have in the future, against the RELEASED PARTIES on account of personal injury, property damage, death, or accident of any kind, arising out of, or in any way related to my use of the GYM whether that use is supervised or unsupervised, however the injury or damage is caused, including, but not limited to, the negligence of the RELEASED PARTIES.

In consideration of my use of the GYM, I, the undersigned user, agree to INDEMNIFY AND HOLD HARMLESS the RELEASED PARTIES from any and all causes of actions, claims, demands, losses, suits and contract and costs of any nature whatsoever arising out of, or in any way relating to my use of the GYM.

### **I hereby certify the following:**

- 1.** That I have full knowledge of the nature and extent of the risks inherent to the use of the GYM and that I am voluntarily assuming all risks to my person or loss thereof. I understand that I will be solely responsible for any property damage or loss, personal injury, illness, disability (including death) that I sustain while using the GYM and that by this WAIVER, I am relieving the RELEASED PARTIES, of any liability for such damage, injury, illness, or disability. The RELEASED PARTIES shall not be liable to me in any way for any property damage or loss, personal injury, illness, disability (including death) which I may sustain at the GYM or as a result of utilizing any of the GYM's facilities or participation in any activity of any kind operated by the RELEASED PARTIES at the GYM or elsewhere at Eighth Avenue Place, no matter how such damage, injury, illness, or disability is caused, and no matter whether caused by negligence or otherwise.
- 2.** That I am in good health and that I have no physical limitations that would preclude my safe use of the GYM and its equipment.
- 3.** That I have sufficient health, accident, and liability insurance to cover any bodily injury or property damage that I may incur while using equipment and facilities in the GYM and to cover bodily injury or property damage caused to a third party as a result of my use of the GYM. If I have no such insurance, I certify that I am personally capable of personally paying for any and all such expenses or liability.
- 4.** Should it become necessary for the RELEASED PARTIES to incur attorney's fees and costs to enforce this agreement, or any portion thereof, I agree to pay all reasonable costs and attorney's fees thereby expended, or for which liability is incurred.
- 5.** That this WAIVER is the only document executed by me relating to my use of the GYM. I am not relying on any oral or written representations or statements made by the RELEASED PARTIES or anyone else with respect to the safety of the use of the GYM.
- 6.** That I have signed this WAIVER freely and voluntarily without any inducement, assurance, or guarantee being made to me. I understand and intend my signature to be a complete and unconditional release of all liability as set out in this WAIVER.
- 7.** That I have carefully read this document, that I agree to its terms and that I have had the opportunity to ask questions and to seek independent legal advice.



**EIGHTH  
AVENUE  
PLACE**

# EXHIBIT A

## EIGHTH AVENUE PLACE

*Fitness Centre Waiver and Release of Claims continued...*

**Hines**

I, the undersigned, recognize the dangers inherent to using the GYM. I am assuming the hazard of this risk upon myself because I wish to participate in activities offered at the GYM. I realize that I may be subject to injury or death from these activities. I am aware that the use of protective equipment, including helmets, may prevent injuries or death during participation of activities at or offered by the GYM. I agree to provide my own protective equipment, if desired. I understand that the RELEASED PARTIES will not provide staff, instructors, safety monitors or any personnel of any kind who may watch over my safety, and that any instructors or other personnel providing, teaching or instructing classes at the GYM are not affiliated, by employment, contract or otherwise, with the RELEASED PARTIES in any manner whatsoever and that the RELEASED PARTIES shall not be responsible or liable for any actions or omissions by such instructors or personnel.

### **PART IV: GENERAL**

In the event that any provision of this WAIVER is held to be invalid or unenforceable by a court of competent jurisdiction, the validity and the enforceability of the other provisions of this WAIVER shall not be impaired or affected thereby.

I agree that this WAIVER shall be governed by and interpreted in accordance with the laws of the Province of Alberta and that the venue for any legal proceedings involving this WAIVER shall be brought exclusively within the applicable court in Calgary, Alberta.

User's signature \_\_\_\_\_ Date: \_\_\_\_\_

Witness' signature \_\_\_\_\_ Date: \_\_\_\_\_

\*\*If user is under 18 years of age, the signature of a parent or legal guardian is required.

Parent or Guardian signature \_\_\_\_\_ Date: \_\_\_\_\_



# EXHIBIT A

## EIGHTH AVENUE PLACE

*Fitness Centre Rules and Regulations*

Hines

Eighth Avenue Place contains a Fitness Centre available for Tenants' use. The Fitness Centre is located on the Plus 15 level and is equipped with basic cardiovascular machines and strength stations. There are men's and women's change and shower facilities available as well as steam rooms.

1. The Fitness Centre is open weekdays 4:00 am to 11:00 pm and weekends from 6:00 am to 11:00 pm. Please note heat and air conditioning is provided from 6:00 am to 8:00 pm Monday through Friday (except holidays), and 8:00 am to 1:00 pm Saturdays.
2. The Fitness Centre is for the use of **AUTHORIZED TENANTS ONLY**. Friends and relatives are **not** permitted in this facility. Authorized tenants are defined as those who have submitted a waiver to the Landlord and have EAP Fitness Centre access added to their building access card.
3. Trainers and instructors must be on contract with the Eighth Avenue Place Fitness Service Provider. No outside trainers or instructors are permitted to provide services in the Fitness Centre.
4. Each Tenant is responsible for controlling and monitoring access to the facility. Access cards are issued to an employee at Eighth Avenue Place only and they are prohibited from lending those access cards to non-employees. Please report lost or stolen cards immediately.
5. All persons participating in group exercise, yoga, and cycle classes, using exercise equipment, showers and steam rooms agree to do so at their own risk and agree to operate all equipment as intended and in accordance with the manufacturers' instructions.
6. All persons using the fitness equipment must wipe it clean when finished using it with the cleaning supplies provided. Any unused equipment must be returned to the original storage rack or area.
7. Proper and clean gym attire (athletic shirt, shorts/pants, and closed toe athletic shoes) must be worn in all areas.
8. Food, glass containers and alcoholic beverages are not permitted in the Fitness Centre.
9. Smoking is not permitted in the Fitness Centre.
10. The lockers are intended to be used by Fitness Centre members while they are present within the Centre. Security is instructed to open all lockers after 11:00 p.m. every night and place any contents from the lockers, change rooms, and Fitness Centre not belonging to individuals in the Fitness Centre at that time into lost and found.
11. Television audio signals are broadcast to receivers located on the cardio machines. Please use your personal headphones to listen to the broadcast of your choice. The television stations are preset and cannot be changed.
12. All personal radios and other music equipment must be used with headphones.
13. Use of mobile devices in the locker rooms is strictly prohibited. Mobile devices can be utilized on the weight floor and the studios for music and timing purposes. Image capturing is not permitted in any location of the Fitness Centre.



# EXHIBIT A

## EIGHTH AVENUE PLACE

*Fitness Centre Rules and Regulations continued...*



- 14.** The Landlord & Eighth Avenue Place Fitness Service Provider reserves the right to add, change or delete any Rule or Regulation herein contained and to change the method of operation to ensure maximum enjoyment of the Fitness Centre.
- 15.** The Fitness Centre is for the enjoyment of all Eighth Avenue Place Tenants and their employees. Please assist us in maintaining these facilities' cleanliness by disposing of all trash in the receptacles provided. Please report any problems to the Fitness Centre reception desk or to the Property Management Office (403-592-2888).
- 16.** Anyone found to be in violation of any of these rules and regulations is subject to having their fitness privileges revoked.

Print Name: \_\_\_\_\_

Signature: \_\_\_\_\_

Company: \_\_\_\_\_

Date: \_\_\_\_\_

Sex: M or F



# EXHIBIT B

## EIGHTH AVENUE PLACE

*Bicycle Storage and Locker Rooms*  
*Rules and Regulations*

**Hines**

### BICYCLE STORAGE AND LOCKER ROOMS RULES AND REGULATIONS

Eighth Avenue Place (“EAP”) contains an enclosed Bicycle Storage and Locker Room (“BL Room”) available for use by Tenants of EAP and its employees (“Users”). The BL Room is located on the P2 Level of the parkade of EAP (the “Parkade”).

1. Payment in the amount of \$105.00 (\$100.00 + \$5.00 G.S.T.) is due upon signing this form. The term of this agreement is from \_\_\_\_\_ to December 31<sup>st</sup> 2015. The \$105.00 fee shall cover the unlimited use of the BL Room, subject to conditions set forth in this agreement. Once payment is made, no refunds are permitted. Please make your cheque or money order payable to HINES CANADA MANAGEMENT COMPANY II ULC (the “Landlord”) at the following address (as exactly listed):

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

2. Subject to closure from time to time by the Landlord or property manager for the purposes of maintenance, repair, renovation or construction of the EAP project including but not limited to the BL Room or Parkade, the BL Room will be accessible by Users during both business hours and non-business hours of EAP.
3. The BL Room is for the use by the Users only. Friends, relatives and visitors of the Users are not permitted to use the BL Room.
4. Each Tenant of EAP is responsible for controlling and monitoring access to the BL Room, ensuring access cards are issued only to an employee of the Tenant and prohibiting its employees from lending their access cards to non-employees.
5. All Users using the BL Room agree to do so at their own risk. Bicycle locks should be used to secure bikes stored in the BL Room at all times. Locks should be used on lockers to secure personal belongings at all times. Locks will not be provided. Personal items may not be stored in lockers overnight. The BL Room 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.
6. Users shall store bicycles on the provided bicycle racks. If the rack is full, the User shall inquire with the Property Manager for the location of alternative bike storing areas. Users shall not block the entrance to the BL Room or position bicycles in a manner that will impede others from entering or exiting the BL Room or Parkade.
7. Smoking is not permitted in the BL Room.
8. The BL Room is intended to be used by Users while they are present at EAP. Security is instructed to take inventory of all bicycles left in the BL Room overnight. Bicycles left in the BL Room for more than three consecutive nights without prior permission from the Property Manager will be removed by EAP Security.
9. Users shall report any suspicious activity, vandalism or damage to Building Security immediately.
10. The Landlord reserves the right to add, change or delete any Rule or Regulation herein contained and to change the method of operation to ensure maximum enjoyment of the BL Room.



# EXHIBIT B

## EIGHTH AVENUE PLACE

*Bicycle Storage and Locker Rooms*  
*Rules and Regulations continued...*



11. The only access permitted to and from the bike cage is via the 9th Avenue Bike Ramp. 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 Eighth Avenue Place.
12. Bicycles should be walked down the bike ramp for the safety of all cyclists.
13. There is not a 4th Street exit for bicycles, you must exit via the bike ramp to 9th Avenue SW.
14. Any violations of the Rules and Regulations will result in cancellation of bike cage privileges.

BY SIGNING BELOW, I HEREBY ACKNOWLEDGE THAT I HAVE READ AND UNDERSTOOD THE RULES AND REGULATIONS ON THE PREVIOUS PAGES AND AGREE TO ABIDE BY THE SAME RULES AND REGULATIONS:

Agreed: \_\_\_\_\_

Print Name: \_\_\_\_\_

Date: \_\_\_\_\_

Company: \_\_\_\_\_

Phone #: \_\_\_\_\_

Email: \_\_\_\_\_ Bicycle Make/Model: \_\_\_\_\_

**(PLEASE REFER TO EXHIBIT C FOR BICYCLE STORAGE AND LOCKER ROOMS - SITE PLAN)**



**EXHIBIT B**  
**EIGHTH AVENUE PLACE**  
*Bicycle Storage and Locker Rooms*  
*Waiver and Release of Claims*



**BICYCLE STORAGE AND LOCKER ROOMS**  
**WAIVER AND RELEASE OF CLAIMS**

I, \_\_\_\_\_ hereby request permission to use the Bicycle Storage and Locker Room located on the P2 Level of the Parkade of Eighth Avenue Place, together with any and all equipment and other facilities located therein (the "BL Room"). I understand and acknowledge that the BL Room is not a public facility, but is for the exclusive use of those individuals who are specifically authorized in writing by Penny Lane II Limited Partnership by its General Partner Penny Lane Shopping Centre Ltd., Immeubles SNPL Inc./SNPL Properties Inc. and ARI 8AP GP Inc., as general partner for and on behalf of ARI 8AP Investments LP, (collectively the "Landlord") or its authorized representative to use the BL Room, and who read and sign this WAIVER AND RELEASE. I understand and acknowledge that other users of the BL Room may inadvertently or purposefully damage or remove any and all contents of the BL Room. I ACKNOWLEDGE AND AGREE THAT THE USE OF THE BL ROOM WILL BE ENTIRELY AT MY OWN RISK. I FURTHER ACKNOWLEDGE AND AGREE THAT, IN CONSIDERATION FOR BEING PERMITTED TO USE THE BL ROOM, 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 the Landlord, and their successors, assigns, affiliates, directors, officers, shareholders, employees, agents, representatives and partners or any of them (collectively, "Landlord Parties") for any and all losses, costs, expenses, including legal fees (on a solicitor and own client basis), damages or liabilities whatsoever of any nature, including bodily injury or death, arising out of my use of the BL Room, provided, however, that the foregoing waiver and indemnification shall not apply to any injuries or damages caused by the gross negligence or willful misconduct of Landlord or its agents or employees. I also agree that my use of the BL Room 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.

Signed: \_\_\_\_\_

Print Name: \_\_\_\_\_

Company: \_\_\_\_\_

Date: \_\_\_\_\_

Access Card #: \_\_\_\_\_

**(PLEASE REFER TO EXHIBIT C FOR BICYCLE STORAGE AND LOCKER ROOMS - SITE PLAN)**



**EIGHTH  
AVENUE  
PLACE**

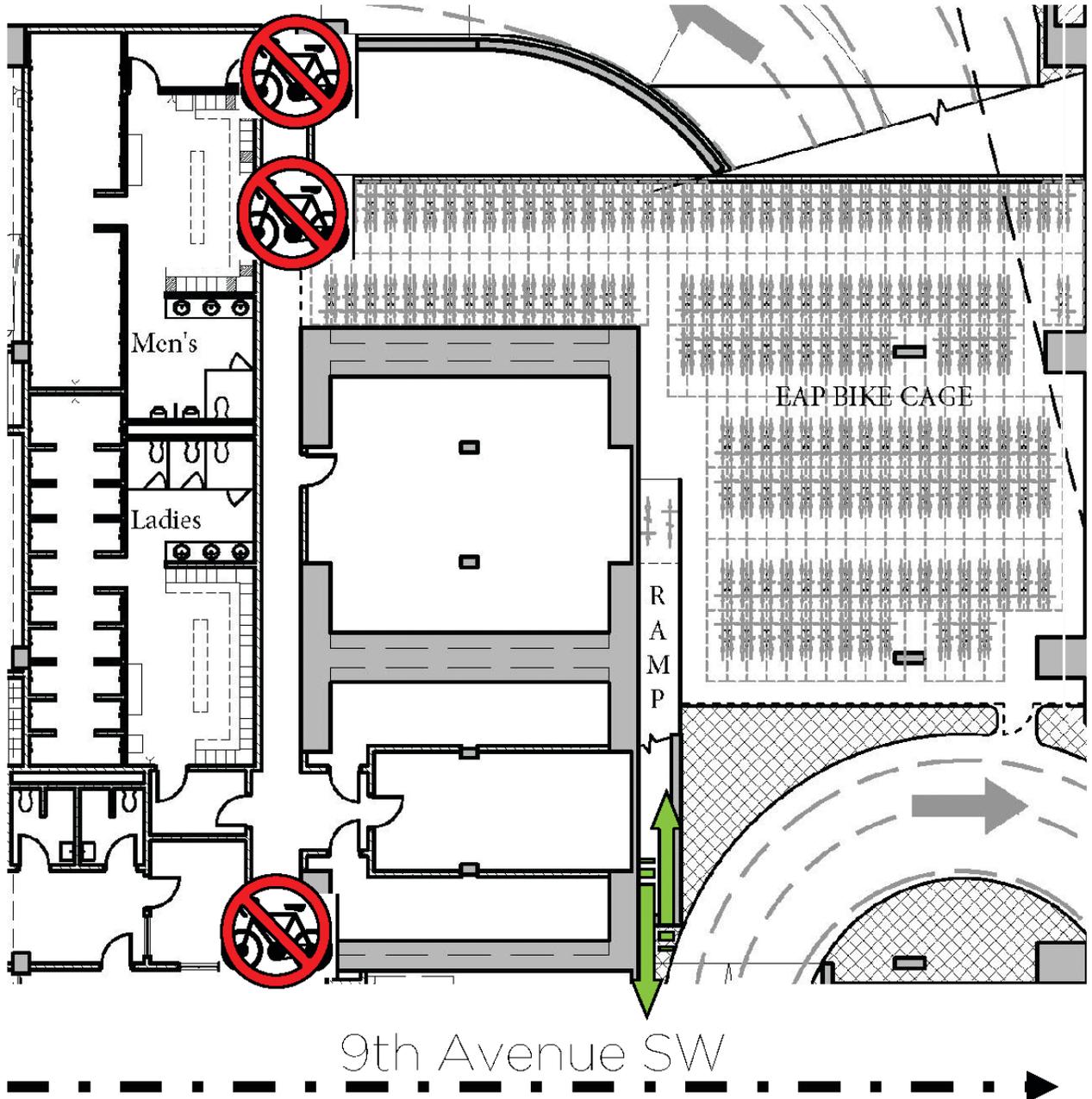
# EXHIBIT C

## EIGHTH AVENUE PLACE

*Bicycle Storage and Locker Rooms*  
*Site Plan*

**Hines**

### BICYCLE STORAGE AND LOCKER ROOMS SITE PLAN





# EXHIBIT D

## EIGHTH AVENUE PLACE

*Building Services Pricing*



### BUILDING SERVICES PRICING

Eighth Avenue Place is pleased to be able to provide the services listed below. To arrange any Building service or to obtain a quote for services not listed herein, please call the Hines Property Management Office. Invoicing for extra services will occur in the month following the month in which the work was performed. Some special services may require a letter agreement.

DESCRIPTION	CURRENT COST
Access Cards	\$20.00 (plus G.S.T.) per lost card
Housekeeping	Regular Day Cleaner: \$23.00 per hour After Hours Rate \$34.50 per hour
Waste Bin Removal	Contact the Hines Property Management Office at <b>403-592-2888</b> .
General Maintenance and Engineering	\$60.00 per hour - Billed on a half hour minimum After Hours Emergency Response Rate: \$75.00 per hour (4 hours minimum)
Locksmith	Repinned cylinder - as quoted New cylinder - as quoted Duplicate keys - \$10.00 per key
Overtime HVAC	\$60.00 per hour for first requested floor and \$30.00 per hour for each floor requested thereafter

**PLEASE NOTE: All prices are subject to adjustment.**

Additional services are subject to actual cost plus Building administration (pursuant to Tenant's lease).



**EIGHTH  
AVENUE  
PLACE**

# EXHIBIT E

## EIGHTH AVENUE PLACE

*Standard Janitorial Services*

**Hines**

### STANDARD JANITORIAL SERVICES

The Landlord shall furnish the following janitorial services  
(Please see your lease for specific duties for your floors):

**Daily:** *Five (5) times a week*

- Vacuum carpeted traffic pathways (hallways, offices, common areas, boardrooms, etc.).
- Dust all table tops, file cabinets, credenzas and all other horizontal surfaces that can be reached without a ladder.
- Spot remove all stains/spills from flooring.
- Remove trash from all bins (kitchens, washrooms, desk-side bins, meeting rooms, etc.)
- Remove recycling from large communal recycling bins.
- Remove any extra trash labeled with an orange Hallmark disposal sticker.
- Spot clean doors, jambs, walls, window mullions, windows, and interior partition glass.
- Damp wipe and polish all glass furniture tops nightly. Furniture must be reasonably cleaned of all items by tenant to be eligible hereunder.
- Wipe clean all kitchen counters, cabinets, major appliances, sinks and faucets.
- Sweep and mop hard surface flooring.
- Dust desks that have been cleared of personal/work objects.
- Spot clean metal and glass entrance doors.
- Dust all architectural mouldings, lattice, louvers, and baseboards.
- Dust all chairs and settees.
- Wipe clean and polish all brass, stainless steel or other metal brightwork using a non-acid polish.
- Dust closet shelving.
- Dust telephones as necessary, not more frequently than nightly.
- Wash clean all water coolers nightly.
- Sweep all private stairways nightly, vacuum if carpeted.

**Weekly**

- Wall-to-wall carpet vacuum.
- With a treated cloth dust all coat racks, shelves, baseboards, moldings, and window frames.
- Disinfect telephone handsets.
- Dust all doors and other louvers within reach.
- Wash glass entry doors and adjacent glass side panels.
- Dust air supply & exhaust vents.
- Wash all vinyl and metal kick plates.



**EIGHTH  
AVENUE  
PLACE**

# **EXHIBIT E**

## **EIGHTH AVENUE PLACE**

*Standard Janitorial Services continued...*

**Hines**

### **Monthly**

- Wash baseboards in carpeted flooring areas.
- Sweep and dust stairwells, wash as needed.
- As applicable, buff hard surface flooring according to manufacturer's specifications.
- Wipe clean all metal trip work.
- Wash furniture glass.

### **Periodically**

- High dust all horizontal and vertical surfaces not reached in nightly cleaning, up to a height of 10 feet, quarterly.
- Wash and dry waste bins, as requested, quarterly.
- As applicable, strip and refinish tile flooring quarterly.
- Wet wipe clean air supply vents, quarterly.
- Dry dust base building lighting, annually.
- Wash air supply and exhaust grills, annually.

### **Washrooms**

- Mop, rinse and dry floors nightly. Buff floors as necessary.
- Scrub and disinfect floors as necessary.
- Clean all mirrors, bright work and enameled surfaces nightly.
- Wash and disinfect all basins, urinals and bowls nightly.
- Wash both sides of all toilet seats with soap and water and disinfectant nightly.
- Damp wipe nightly, wash with disinfectant when necessary, all partitions and outside services of all dispensers and receptacles.
- Wipe tile walls as necessary.
- Empty and sanitize all receptacles and sanitary disposals nightly; thoroughly clean, wash and disinfect at least once per week.
- Fill toilet tissue, soap, towel and sanitary napkin dispensers nightly.
- Clean flushometers, piping, toilet seat hinges and other metal work nightly.
- Wash and polish tile walls and enamel surfaces from trim to floor monthly.
- Vacuum all louvers, ventilating grilles and dust light fixtures monthly.

Should you find that these services are not being done to your satisfaction, please contact the **Hines Property Management Office** at **403-592-2888**.



**EIGHTH  
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# EXHIBIT F

## EIGHTH AVENUE PLACE

*Parking Rates*

**Hines**

### PARKING RATES

**Monthly unreserved stall - \$520 + G.S.T.**

**Monthly reserved stall - \$575 + G.S.T.**

### Payment Instructions

1. Insert Your Ticket
2. Pay Fee that is Displayed
3. Debit & Credit Cards Accepted
4. Press "Receipt" Button if One Required
5. Remove Paid Ticket
6. Take Receipt
7. Insert Paid Ticket at Exit Station

P	Transient Parking
EIGHTH AVENUE PLACE	<p><b>Business Hours:</b> 6 AM to 6 PM</p> <p><b>\$5.00 PER 30 MINUTES</b> <b>Max \$35.00</b></p> <p><b>NIGHTS:</b> 6 PM to 6 AM = \$2.00 FLAT</p> <p><b>WEEKENDS:</b> 6 PM Friday to 6 AM Monday = \$2.00 FLAT per day</p>

## NO CASH PAYMENT

For payment at the North or South Lobby Pay Stations, insert credit card or debit card.

For payment at the exit gate, insert credit card.

Payment Accepted:



Price includes G.S.T.

**\*All prices subject to change by management**



**EIGHTH  
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PLACE**

# EXHIBIT G

## EIGHTH AVENUE PLACE

*Access Card Request Form*

**Hines**

### ACCESS CARD REQUEST FORM

*Security Office Use Only*

Assigned Access Card # \_\_\_\_\_ Replacement Access Card # \_\_\_\_\_

Date of Request: \_\_\_\_ / \_\_\_\_ / \_\_\_\_  
Year / Month / Day

**Please Check Which Applies:**

- New Hire
- Termination/Resignation - **Cancel Immediately!**
- Change in Access Level (provide details below)
- Replacement Card - Broken or not working
- Lost Card - \$20.00 Charge

Employee Name<sup>1</sup>: \_\_\_\_\_ Phone Number: \_\_\_\_\_

Company Name: \_\_\_\_\_ Suite Number: \_\_\_\_\_

Indicate Specific Access Level(s): \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Specific Requests: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

**X** \_\_\_\_\_

Employee Signature

**X** \_\_\_\_\_

Authorized Tenant Contact Signature

This form is not valid without an Authorized Tenant Contact's signature. The issued card will grant 24/7 access unless otherwise indicated above. In the event of a lost access card, this form must be filled out and submitted to the attention of the Security Team at **EAP.teamlead@Garda.com** for immediate cancellation. All information provided in this form is kept confidential. Hines Canada Management Co. ULC 2 is not responsible for lost or stolen cards. A detailed list of your company's authorized personnel is available on request by Authorized Tenant Contact.

<sup>1</sup>Only the above individuals is authorized to use the issued access card.

*Security Office Use Only*

**X** \_\_\_\_\_

Security Personnel Signature

Date Request Completed: \_\_\_\_ / \_\_\_\_ / \_\_\_\_  
Year / Month / Day

**X** \_\_\_\_\_

Security Supervisor Signature



**EIGHTH  
AVENUE  
PLACE**

# EXHIBIT H

## EIGHTH AVENUE PLACE

*Overtime HVAC Request Form*

**Hines**

### OVERTIME HVAC REQUEST FORM

*OT HVAC will incur a charge of \$60.00/hr for the first requested floor and \$30.00/hr for each additional floor, plus GST and an administration fee*

Tenant Name: \_\_\_\_\_ Contact: \_\_\_\_\_

Suite Number: \_\_\_\_\_ Phone Number: \_\_\_\_\_ Request Date: \_\_\_\_\_

Date of Request: \_\_\_\_ / \_\_\_\_ / \_\_\_\_\_ Monday \_\_\_\_ : \_\_\_\_ to \_\_\_\_ : \_\_\_\_ Floors: \_\_\_\_\_

Date of Request: \_\_\_\_ / \_\_\_\_ / \_\_\_\_\_ Tuesday \_\_\_\_ : \_\_\_\_ to \_\_\_\_ : \_\_\_\_ Floors: \_\_\_\_\_

Date of Request: \_\_\_\_ / \_\_\_\_ / \_\_\_\_\_ Wednesday \_\_\_\_ : \_\_\_\_ to \_\_\_\_ : \_\_\_\_ Floors: \_\_\_\_\_

Date of Request: \_\_\_\_ / \_\_\_\_ / \_\_\_\_\_ Thursday \_\_\_\_ : \_\_\_\_ to \_\_\_\_ : \_\_\_\_ Floors: \_\_\_\_\_

Date of Request: \_\_\_\_ / \_\_\_\_ / \_\_\_\_\_ Friday \_\_\_\_ : \_\_\_\_ to \_\_\_\_ : \_\_\_\_ Floors: \_\_\_\_\_

Date of Request: \_\_\_\_ / \_\_\_\_ / \_\_\_\_\_ Saturday \_\_\_\_ : \_\_\_\_ to \_\_\_\_ : \_\_\_\_ Floors: \_\_\_\_\_

Date of Request: \_\_\_\_ / \_\_\_\_ / \_\_\_\_\_ Sunday \_\_\_\_ : \_\_\_\_ to \_\_\_\_ : \_\_\_\_ Floors: \_\_\_\_\_

**X** \_\_\_\_\_

Tenant Authorized Signature

**X** \_\_\_\_\_

Hines Authorized Signature

#### HILP/ENGINEERING:

Programmed By: \_\_\_\_\_ Total hours: \_\_\_\_\_

Date of Request: \_\_\_\_ / \_\_\_\_ / \_\_\_\_\_ Hourly Rate: \_\_\_\_\_

Heating/Cooling: \_\_\_\_\_ Total Billing: \_\_\_\_\_

Work Order: \_\_\_\_\_

**Please Submit Completed Form To:**

**EAP.Services@Hines.com** (8:00 a.m. – 5:00 p.m., M-F), or **EAP.Teamlead@Garda.com** after hours



**EIGHTH  
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PLACE**

# EXHIBIT I

## EIGHTH AVENUE PLACE

*Authorized Activity (Access) Request Form*

**Hines**

### AUTHORIZED ACTIVITY REQUEST

Contractor shall complete the following details and return to the Hines Property Management Office 24 hours prior to request time. All after hours work requires this activity request documentation

**Hines Canada Management Company II ULC**  
**Suite 440, 525 - 8th Avenue SW**  
**Phone: 403.592.2888 Fax: 403.592.2889**

Attention (check name):

\_\_\_\_ Property Manager    \_\_\_\_ Engineering Manager    \_\_\_\_ Janitorial    \_\_\_\_ Dock Master  
\_\_\_\_ Asst. Property Mgr.    \_\_\_\_ Engineering    \_\_\_\_ Security

Tenant and Site Number: \_\_\_\_\_

Date of Request: \_\_\_\_ / \_\_\_\_ / \_\_\_\_ Time: \_\_\_\_\_

Contractor/Vendor: \_\_\_\_\_ Contact: \_\_\_\_\_

Phone#: \_\_\_\_\_ Fax#: \_\_\_\_\_ Mobile#: \_\_\_\_\_ Pager#: \_\_\_\_\_

Subcontractor: \_\_\_\_\_

---

#### Description of Work:

\_\_\_\_ Demolition                      \_\_\_\_ Painting/Spraying                      \_\_\_\_ Wall Construction  
\_\_\_\_ Electrical                      \_\_\_\_ x-raying                      \_\_\_\_ Furniture Move  
\_\_\_\_ Plumbing                      \_\_\_\_ Sanding                      \_\_\_\_ HVAC Installation  
\_\_\_\_ Fire System Modification (Strobes, Smokes, etc)                      \_\_\_\_ Carpet Installation  
\_\_\_\_ Other special Instructions: \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

---

Security authorized to allow contractor access to your suite?    Yes \_\_\_ No \_\_\_  
Do you need Smoke Detectors Disabled?    Yes \_\_\_ No \_\_\_    Time: Beginning \_\_\_:\_\_\_ End \_\_\_:\_\_\_  
Do you need OT HVAC @ \$60/hr?    Yes \_\_\_ No \_\_\_    Time: Beginning \_\_\_:\_\_\_ End \_\_\_:\_\_\_  
Do you require dock access?    Yes \_\_\_ No \_\_\_    (Contact management office to schedule a time)  
Special Elevator Use?    Yes \_\_\_ No \_\_\_    (Contact management office to schedule a time)

---

Tenant Contact: \_\_\_\_\_ Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Hines Authorization: \_\_\_\_\_ Date: \_\_\_\_\_

Certificate of Insurance?    Yes \_\_\_ No \_\_\_



**EIGHTH  
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PLACE**

# **EXHIBIT J**

## **EIGHTH AVENUE PLACE**

*Office and Retail Interior Improvements*

**Hines**

### **OFFICE AND RETAIL INTERIOR IMPROVEMENTS**

The **Tenant Interior Improvements Design & Construction Manual** serves as a guide to the Tenants and their design and construction professionals who will be involved in the design and construction of the Tenant Interior Improvements within Eighth Avenue Place in Calgary, Alberta. The information presented in the manual is not intended to alter the Tenant's lease in any way. In the case of a conflict between this manual and the lease, the lease will always govern.

The Landlord urges all individuals involved in the Tenant Interior Improvements process to become familiar with the contents of the manual and the lease agreement. The significance and benefit of a well defined working relationship between the Landlord, Tenant, Landlord's design consultants and contractors and Tenant's design consultants and contractors cannot be over-emphasized. The Tenant and Tenant's design consultants are urged to make every effort to meet the schedules provided in the lease and herein. It cannot be assumed that time lost in one activity can be made up in another, as all activity phases are individually planned for maximum efficiency.

To receive a copy of the **Tenant Interior Improvements Design & Construction Manual**, please contact:

**Frank Teixeira**  
**Tenant Construction Manager**  
**403-592-2879**  
**Frank.teixeira@hines.com**



# EXHIBIT K

## EIGHTH AVENUE PLACE

*HinesGo*

Hines

### GREEN OFFICE - TENANT GUIDE

#### Seven Categories:

1. Energy Efficiency
2. People & Atmosphere
3. Travel & Commuting
4. Reduce Re-use and Recycle
5. Cleaning
6. Remodeling and Construction
7. LEED

#### Program Highlights:

- Over 186 Hines Buildings and 332 Tenants have been designated as a Hines Green Office
- Offer no-cost and low-cost alternatives to operating a standard indoor office environment
- Only require 70 “leaf credits” out of 100 to receive designation
- With approval, Hines may acknowledge your designation publicly
- Let the Office of the Building be your “Green Consultants”

#### Easy Steps to Qualify:

- Review scorecard
- Notate “Achieved Green” leaf credits
- Tabulate score
- Review scorecard for additional green opportunities and leaf credits
- If you choose, work with the Hines Property Management Office on initiatives
- Once you reach 70 leaf credits, submit scorecard to the Hines Property Management Office

Once approved, your office will be designated as a **Hines Green Office** your office will receive a distinctive **HinesGO** award to display in your office.



Contact the **Hines Property Management Office 403.592.2888** or [www.eighthavenueplace.com](http://www.eighthavenueplace.com) to get started.

We look forward to working with you and hearing of your sustainability achievements!





**EIGHTH  
AVENUE  
PLACE**

525 Eighth Avenue SW  
Calgary, AB T2P 1G1  
**403-592-2888**

[www.eighthavenueplace.com](http://www.eighthavenueplace.com)

