

THIS LEASE made effective as of the 1 day of MARCH, 1999.

BETWEEN:

**T.G.S. PROPERTIES LTD.**

of 400, 135 - 21 Street East, Saskatoon, Saskatchewan S7K 0B4 (the "Landlord")

AND:

**SHAW FIBERLINK LTD.** having an office at Suite 900, 630 - 3<sup>rd</sup> Avenue S.W., Calgary, Alberta T2P 4L4  
(the "Tenant")

A. The Landlord is the registered owner of those lands legally described below, on which is located a building with an address of #7 St. Anne Street, St. Albert, Alberta (the "Building");

B. The Landlord has agreed to lease to the Tenant and the Tenant has agreed to lease from the Landlord certain premises located in the Building for the purposes of operating a telecommunications point of presence facility;

In consideration of the rents, covenants and agreements contained in this Lease, the parties agree as follows:

**1. Basic Terms**

- .01 Area of Demised Premises: 88.6 square feet, more or less.
- .02 Basic Rent: \$2,400.00 per annum
- .03 Permitted Use: Telecommunications Equipment housing and storage
- .04 Term: Five (5) years commencing on March 1, 1999, (the "Commencement Date") to and including the 29th day of February, 2004.

The foregoing Basic Terms are agreed to by the Landlord and the Tenant and any reference in this Lease to any one of the same refers to the terms defined above.

**1.1 Demise and Term**

The Landlord does hereby lease to the Tenant the Demised Premises to have and to hold for and during the Term.

**2. Renewal Option**

If the Tenant is not in default at the expiry of the Term and has delivered a written request for renewal to the Landlord not less than six (6) months before the expiration of the Term, the Landlord shall renew this Lease at the expiration of the Term for one additional term of Five (5) years pursuant to the same terms and conditions as set out herein.

**3. Rent**

The Tenant shall pay to the Landlord the amount of Two Thousand Four Hundred Dollars (\$2,400.00) per annum for each and every year of the Term, by equal monthly instalments of Two Hundred Dollars (\$200.00), payable on the first day of each month in each year of the Term starting on the Commencement Date.

**4. Use of the Demised Premises**

The Landlord grants permission to the Tenant and the Tenant shall have the right:

- (a) To install, operate, maintain, repair and replace in or on the Demised Premises such equipment, cable, apparatus, fixtures and attachments, including, without limitation, the fibre optic cross connection equipment (collectively, the "Equipment") as may be necessary for the Tenant's operations which Equipment shall include all fixtures and attachments attached or affixed by the Tenant to the Demised Premises;
- (b) To have access to the Demised Premises, 24 hours a day 7 days a week and such other rights as are necessary for the installation, operation, maintenance, repair and replacement of the Equipment; and
- (c) To use the Equipment, Demised Premises and the conduit system of the Building for the purpose of any transmission, emission or reception of signs, signals, writings, images, sounds or intelligence of any nature (collectively, the "Signals") by wire, radio, visual, fibre optic or other system ("Telecommunications");

**5. Access to Conduits**

(a) In consideration of the Rent and other good and valuable consideration set forth in this Lease, the Landlord hereby grants to the Tenant a free, uninterrupted and unobstructed easement (the "Easement") in, over, or under those portions of the Lands with respect to

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those utilities as shown on the plan attached hereto as Schedule "B" to maintain the Equipment, conduits, electric power and Telecommunications facilities as may be necessary for the permitted uses, which Easement shall include, without limitation, the rights to:

- (i) install, construct, operate, maintain, repair, or relocate conduits, wires and cables of all kinds including, without limitation, fibre optic cables in, under and upon such easement lands at the location(s) shown on the attached Plan, and such other locations as may be approved by the Landlord in advance (which approval shall not be unreasonably withheld) for the purpose of servicing the Tenant's customers in the Building and operating Telecommunications facilities as may be necessary for the Uses;
  - (ii) transmit over or through such conduits or any parts thereof all manner and kinds of Telecommunications or utilities; and
  - (iii) install electric power and communications lines as may be necessary to service the Equipment and to carry out the Uses.
- (b) This Easement shall be for the benefit of and be appurtenant to the leasehold interest created by this Lease and for the use and enjoyment of the Tenant, its assignees, subtenants, affiliates, as that term is defined in the Business Corporations Act, Alberta and their respective employees, contractors, subcontractors and agents.
- (c) The Easement shall be construed as running with and binding upon the Lands and all parts thereof.

#### 6. Indemnity of Tenant

The Tenant hereby indemnifies and saves harmless the Landlord from and against all claims, demands, awards, judgments, actions and proceedings by whomsoever made, brought or prosecuted, in respect of loss or destruction of, or damage to, property or in respect of personal injuries, including death, against the Landlord to the extent the same are attributable to the negligence or any wilful act or omission of the Tenant, its successors, assigns, servants, agents, invitees and licensees, or any of them, while in the course of exercising any right or privilege or doing anything which is required or permitted by reason of this Lease. Notwithstanding the foregoing, the Tenant shall not be liable for special, indirect or consequential damages.

#### 7. The Tenant to Insure

The Tenant shall, throughout the Term and during all such other times as it occupies the Demised Premises, at its sole cost and expense, take out and keep in full force and effect comprehensive public liability insurance on an occurrence basis against claims for personal injury, death or property damage suffered by others arising out of the operations upon the Demised Premises, indemnifying and protecting the Landlord and the Tenant in an amount not less than \$1,000,000 and to such extent as may from time to time be usual and prudent with persons operating or owning similar properties in similar occasions.

#### 8. Quiet Possession

The Tenant shall and may peaceably possess and enjoy the Demised Premises for the Term granted without any interruption or disturbance from the Landlord or any person or persons lawfully claiming by, from or under it.

#### 9. Ownership and Surrender

The Equipment installed by or on behalf of the Tenant or by its predecessors on, in or to the Building shall remain the sole and exclusive personal property of the Tenant notwithstanding that the Equipment may be in part or in whole attached to the Building. At the end of the Term, the Tenant may, at its option, remove the Equipment from the Building or a portion thereof and surrender the Demised Premises to the Landlord in the condition required to be maintained by the Tenant during the Term under the provisions of this Lease.

#### 10. Interference with Signals

The Tenant may terminate this Lease under the following conditions:

- (a) If operations of any nature or kind whatsoever, including third party Telecommunication's operations or equipment, interferes in any manner with the Signals transmitted or received by the Equipment;
- (b) If in the sole opinion of the Tenant the construction or the operation of the Equipment is or becomes impossible by reason of government decision, law, bylaw or regulation, by giving thirty (30) days written notice to the Landlord.

#### 11. Assignment

The Tenant shall not assign this Lease or sublet or license all or part of the Demised Premises without the prior written consent of the Landlord being first had and obtained, which consent shall not be unreasonably withheld. Notwithstanding the foregoing the Tenant may assign or sublicense this Lease or sublet all or part of the Demised Premises to a person that directly or indirectly controls, is controlled by or under common control of the Tenant and to a purchaser of substantially all of its Equipment without the prior consent of the Landlord. A change of control of the Tenant shall not be considered an assignment of this Lease.

#### 12. Remedies of Landlord on Event of Default

Upon the happening of an event of default, the Landlord may exercise any remedy it may have at law or in equity, including the right to re-enter and take possession of the Demised Premises and to terminate this Lease. No remedies shall be deemed to be exclusive, and the Landlord may from time to time have recourse to one or more or all of the available remedies.

#### 13. Termination

If the Tenant ceases to have customers or service subscribers located in the Building, the Tenant may terminate the Lease by giving thirty (30) days written notice to the Landlord. *After the first year of the term*

14. Notice

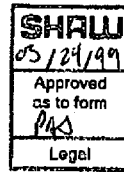
Any notice required or permitted to be given hereunder may be sufficiently given by mail, personal delivery or facsimile or other electronic transmission, to the parties at addresses given above. Delivery of any notice shall be effective on the third day following the date of mailing, or, on the date of delivery of facsimile transmission, in such cases.

IN WITNESS WHEREOF the parties hereto have executed this agreement by their respective duly authorized officers in that behalf, as of the day and year first above written.

T.G.S. PROPERTIES LTD.

Per: -

Per: -



SHAW FIBERLINK LTD.

Per:

Per:

The Lands are legally described as:

Plan 782 2207

Block 5

Lot 61

Excepting Thereout All Mines and Minerals

Area: 0.429 Hectares (1.06 Acres) More or Less

LEASE made effective as of the 28 day of Feb, 2004

BETWEEN:

ST. ALBERT PROFESSIONAL CENTRE HOLDINGS LTD.  
AS GENERAL PARTNER FOR  
ST. ALBERT PROFESSIONAL CENTRE LIMITED PARTNERSHIP  
of 4024 Peterson Drive, Richmond, BC V7E 4XB (the "Landlord")

AND:

GT GROUP TELECOM SERVICES CORP. having an office at 7111 Syntex Drive, Mississauga, Ontario, L5N 8C3 (the "Tenant")

A. The Landlord is the registered owner of those lands legally described below, on which is located a building with an address of #7 St. Anne Street, St. Albert, Alberta (the "Building");

B. The Landlord has agreed to lease to the Tenant and the Tenant has agreed to lease from the Landlord certain premises located in the Building for the purposes of operating a telecommunications point of presence facility;

In consideration of the rents, covenants and agreements contained in this Lease, the parties agree as follows:

1. **Basic Terms**
- .01 Area of Demised Premises: 88.6 square feet, more or less.
  - .02 Basic Rent: \$2,400.00 per annum
  - .03 Permitted Use: Telecommunications Equipment housing and storage
  - .04 Term: Five (5) years commencing on March 1, 2004, (the "Commencement Date") to and including the 28th day of February, 2009.

The foregoing Basic Terms are agreed to by the Landlord and the Tenant and any reference in this Lease to any one of the same refers to the terms defined above.

1.1 **Demise and Term**

The Landlord does hereby lease to the Tenant the Demised Premises to have and to hold for and during the Term.

2. **Renewal Option**

If the Tenant is not in default at the expiry of the Term and has delivered a written request for renewal to the Landlord not less than six (6) months before the expiration of the Term, the Landlord shall renew this Lease at the expiration of the Term for one additional term of Five (5) years pursuant to the terms and conditions as set out herein. The basic rent will be subject to market rates and not less than the basic rent paid during the last year of the renewal term.

3. **Rent**

The Tenant shall pay to the Landlord the amount of Two Thousand Four Hundred Dollars (\$2,400.00) per annum for each and every year of the Term, by equal monthly installments of Two Hundred Dollars (\$200.00), payable on the first day of each month in each year of the Term starting on the Commencement Date.

4. **Use of the Demised Premises**

The Landlord grants permission to the Tenant and the Tenant shall have the right:

- (a) To install, operate, maintain, repair and replace in or on the Demised Premises such equipment, cable, apparatus, fixtures and attachments, including, without limitation, the fibre optic cross connection equipment (collectively, the "Equipments") as may be necessary for the Tenant's operations which Equipment shall include all fixtures and attachments attached or affixed by the Tenant to the Demised Premises;
- (b) To have access to the Demised Premises, 24 hours a day 7 days a week and such other rights as are necessary for the installation, operation, maintenance, repair and replacement of the Equipment; and
- (c) To use the Equipment, Demised Premises and the conduit system of the Building for the purpose of any transmission, emission or reception of signs, signals, writing, images, sounds or intelligence of any nature (collectively, the "Signals") by wire, radio, visual, fibre optic or other system ("Telecommunications");



5. **Access to Conduits**

(a) In consideration of the Rent and other good and valuable consideration set forth in this Lease, the Landlord hereby grants to the Tenant a free, uninterrupted and unobstructed easement (the "Easement") in, over, or under those portions of the Lands with respect to utilities as shown on the plan attached hereto as Schedule "A" to maintain the Equipment, conduits, electric power and telecommunications facilities as may be necessary for the permitted uses, which Easement shall include, without limitation, the right to:

- (i) install, construct, operate, maintain, repair, or relocate conduits, wires and cables of all kinds including, without limitation, fibre optic cables in, under and upon such easement lands at the locations(s) shown on the attached Plan, and such other locations as may be approved by the Landlord in advance (which approval shall not be unreasonably withheld) for the purpose of servicing the Tenant's customers in the Building and operating Telecommunications facilities as may be necessary for the Uses;
- (ii) transmit over or through such conduits or any parts thereof all manner and kinds of Telecommunications or utilities; and
- (iii) install electric power and communications lines as may be necessary to service the Equipment and to carry out the Uses.

(b) This easement shall be for the benefit of and be appurtenant to the leasehold interest created by this Lease and for the use and enjoyment of the Tenant, its assignees, subtenants, affiliates, as that term is defined in the Business Corporations Act, Alberta and their respective employees, contractors, subcontractors and agents.

(c) The Easement shall be constructed as running with and binding upon the Lands and all part thereof.

6. **Indemnity of Tenant**

The Tenant hereby indemnifies and saves harmless the Landlord from and against all claims, demands, awards, judgments, actions and proceedings by whomsoever made, brought or prosecuted, in respect of loss or destruction of, or damage to, property or in respect of personal injuries, including death, against the Landlord to the extent the same are attributable to the negligence or any willful act or omission of the Tenant, its successors, assigns, servants, agents, invitees and licensees, or any of them, while in the course of exercising any right or privilege or doing anything which is required or permitted by reason of this Lease. Notwithstanding the foregoing, the Tenant shall not be liable for special, indirect or consequential damages.

7. **The Tenant to Insure**

The Tenant shall, throughout the Term and during all such other times as it occupies the Demised Premises, at its sole cost and expense, take out and keep in full force and effect comprehensive public liability insurance on an occurrence basis against claims for personal injury, death or property damage suffered by others arising out of the operations upon the Demised Premises, indemnifying and protecting the Landlord and the Tenant in an amount not less than \$1,000,000 and such extent as may from time to time be usual and prudent with persons operating or owning similar properties in similar occasions.

8. **Quiet Possession**

The Tenant shall and may peaceably possess and enjoy the Demised Premises for the Term granted without any interruption or disturbance from the Landlord or any person or persons lawfully claiming by, from or under it.

9. **Ownership and Surrender**

The equipment installed by or on behalf of the Tenant or by its predecessors on, in or to the Building shall remain the sole and exclusive personal property of the Tenant notwithstanding that the Equipment may be in part or in whole attached to the Building. ~~At the end of the Term, the Tenant may, at its option, remove the Equipment from the Building or a portion thereof and surrender the Demised Premises to the Landlord in the condition required to be maintained by the Tenant during the Term under the provisions of this Lease.~~

SEE ADDENDUM ATTACHED HERETO

10. **Interference with Signals**

The Tenant may terminate this Lease under the following conditions:

- (a) If operations of any nature or kind whatsoever, including third party Telecommunication's operations or equipment, interferes in any manner with the Signals transmitted or received by the Equipments;
- (b) If in the sole opinion of the Tenant the construction or the operation of the Equipment is or becomes impossible by reason of government decision, law, bylaw or regulation, by giving thirty (30) days written notice to the Landlord.

11. **Assignment**

The Tenant shall not assign this Lease or sublet or license all or part of the Demised Premises without the prior written consent of the Landlord being first has and obtained, which consent shall not be unreasonably withheld. Notwithstanding the foregoing the Tenant may assign or sublicense this Lease or sublet all or part of the Demised Premises to a person that directly or indirectly controls, is controlled by or under common control of the Tenant and to a purchaser of substantially all of its Equipment without the prior consent of the Landlord. A change of control of the Tenant shall not be considered an assignment of this Lease.



Upon the happening of an event of default, the Landlord may exercise any remedy it may have at law or in equity, including the right to re-enter and take possession of the demised Premises and to terminate this Lease. No remedies shall be deemed to be exclusive, and the Landlord may from time to time have recourse to one or more or all of the available remedies.

## N/A

Any notice required or permitted to be given hereunder may be sufficiently given by mail, personal delivery or facsimile or other electronic transmission, to the parties at addresses given above. Delivery of any notice shall be effective on the third day following the date of mailing, or, on the date of delivery of facsimile transmission, in such cases.

ST. ALBERT PROFESSIONAL CENTRE HOLDINGS LTD.  
AS GENERAL PARTNER FOR  
ST. ALBERT PROFESSIONAL CENTRE LIMITED PARTNERSHIP

Per:

Per:           

Per: \_\_\_\_\_

Per:

Plan 782 2207  
Block 5  
Lot 61  
Excepting Thereout All Mines and Minerals  
Area: 0.429 Hectares (1.06 Acres) More or Less


LANDLORD  
9  
TENANT  
2

ADDENDUM

The following shall be added to the end of existing paragraph 9. herein:

Upon the expiration or earlier termination of this Agreement, the Tenant shall, upon receipt of a written notice by the Landlord, remove all of the Equipment from the Building and shall be responsible for repairing any damage caused by such removal, except damage caused by ordinary wear and tear.

Upon the expiration or earlier termination of this Agreement the Tenant shall surrender the Demised Premises to the Landlord in broom-clean condition and Tenant shall also repair and restore the Demised Premises to the condition that existed prior to the Tenant taking occupancy."

## **SCHEDULE "D"**

### **RULES AND REGULATIONS**

#### **1. USE OF LEASED PREMISES OR PROJECT**

The Tenant shall not use or permit the use of the Leased Premises or bring or keep anything therein in such manner as to create any objectionable noises, odours or other nuisance or hazard or increase the risk of fire, or breach any applicable provisions of any municipal by-law or other lawful requirement applicable thereto or any requirement of the Landlord's insurers; shall not permit the Leased Premises to be used for cooking (except with the Landlord's prior written consent) or for sleeping; shall keep the Leased Premises tidy and free from rubbish; shall deposit rubbish in receptacles which are either designated or clearly intended for such use; and shall leave the Leased Premises at the end of each business day in a condition such as to facilitate the performance of the Landlord's janitorial services in the Leased Premises unless otherwise arranged. To ensure efficient operation of the heating, ventilating and air-conditioning systems, no window shades, blinds or curtains shall be installed and nothing shall be placed on any radiator or heating or ventilating unit without the prior written consent of the Landlord.

#### **2. CARE OF LEASED PREMISES**

The Tenant shall not abuse, misuse or damage the Leased Premises or any of the improvements or facilities therein, and in particular shall not deposit rubbish in any plumbing apparatus or use it for any purpose other than that for which it is intended and shall not deface or mark any walls or other part of the Leased Premises. No broadloom or carpeting shall be affixed to the Leased Premises by means of a non-soluble adhesive or similar product unless approved in writing by the Landlord. The Tenant shall keep the outside areas in front of and immediately adjoining the Leased Premises clean and free from dirt and rubbish.

#### **3. DEFACING / RENOVATIONS / ALTERATIONS LEASED PREMISES OR PROJECT**

The Tenant, its employees, contractors and others for whom the Tenant is responsible, shall not make any repairs, alterations, replacements or improvements to the Building or the Leased Premises, nor shall the Tenant its employees, contractors and others for whom the Tenant is responsible make any repairs, alterations, replacements or improvements to the structure, any perimeter or bearing wall, the sprinkler system, or the heating, ventilating, air-conditioning, plumbing, electrical or mechanical equipment of the Building or the Leased Premises without obtaining the Landlord's prior written approval, which approval may be unreasonably or arbitrarily withheld, or may be given on such conditions as the Landlord imposes. The Tenant, its employees, contractors and others for whom the Tenant is responsible shall not deface or paint or mark or place any sign or advertising on any part of the Building or the Leased Premises or permit any hole to be drilled or made or any nails, screws, hooks or spikes to be driven into the interior or exterior walls, doors, floors, ceilings, windows, partitions, stones or wood or concrete or metal or other material of the Building or the Leased Premises without the Landlord's prior written approval, which approval may be unreasonably or arbitrarily withheld, or may be given on such conditions as the Landlord imposes. With any such request as required by this section or other sections of the Lease, the Tenant shall submit to the Landlord details of the proposed work, including drawings and specifications prepared by qualified architects or engineers, and conforming to good construction practice. Any such repairs, alterations, replacements or improvements shall comply with all applicable laws, by-laws, regulations, and orders enacted or made by any federal, provincial or municipal authority having jurisdiction, and the Landlord's fire insurance underwriters and with Section 11.2 hereof and shall comply with Landlord's Construction Guidelines as may be imposed by Landlord from time to time. The Tenant shall at its own expense obtain all requisite building and other permits.

As with most buildings of this era, a limited amount of asbestos was utilized in the original construction of the building. Prior to any renovations, alterations or work contemplated in this paragraph or otherwise, the Landlord's approval in writing must be obtained such that, if required, appropriate testing can be completed and, if required, appropriate asbestos abatement procedures can be followed.

**4. OVERLOADING**

The Tenant shall not permit any floor of the Leased Premises to be overloaded nor bring onto or move any safe or other heavy object onto or from the Leased Premises without the prior written consent of the Landlord. The installation or moving of any such item shall be under the Landlord's direction and at such times and by such means and such movers as the Landlord shall have approved.

**5. RESTRICTION ON DANGEROUS MATERIALS AND ACTIVITIES, FOOD, ETC.**

The Tenant shall not perform, patronize or (to the extent under its control) permit any canvassing, soliciting or peddling in the Project, shall not install in the Leased Premises any machines vending or dispensing refreshments, tobacco or other merchandise, or coin-operated telephones, and shall not permit food or beverages to be delivered to the Leased Premises by any persons who have been prohibited by the Landlord from bringing food or beverages to the Project, and the Tenant shall require any food or beverages being delivered to the Leased Premises to be so delivered by such means and at such times as have been authorized by the Landlord. The Tenant shall not keep, use, sell or offer for sale in or upon the Leased Premises anything which in the opinion of the Landlord is of a dangerous, toxic, inflammable or explosive nature.

**6. DEBRIS, GARBAGE, TRASH OR REFUSE**

Debris, garbage, trash, recycling, or refuse shall not be placed or left by the Tenant, its employees or agents, in, on or upon any part of the Project outside the Leased Premises, but shall be deposited by the Tenant in containers as specified by the Landlord, in areas and at times and in such a manner as may be designated by the Landlord from time to time. If any debris, garbage, trash or refuse is of a perishable nature, it shall be kept properly refrigerated in equipment provided by the Tenant at its own expense. If there are charges for the removal of such items in addition to any removal services provided by the municipality in which the Leased Premises are situated, the Tenant shall pay such charges.

**7. CONNECTIONS AND WIRING**

The Tenant shall not permit the installation of any telephone, telegraphic or electrical/mechanical connections or wiring in the Leased Premises in places other than those approved initially by the Landlord, without the prior written consent of the Landlord, such consent not to be unreasonably withheld.

**8. PEST EXTERMINATION**

The Tenant shall at its own expense, use such pest extermination contractors for the Leased Premises as the Landlord may direct and at such intervals as the Landlord may require.

**9. OVERLOADING OF ELECTRICAL FACILITIES**

The Tenant shall not overload the electrical facilities of the Leased Premises or the Project. If any equipment desired by the Tenant would overload the electrical/mechanical facilities inside the Leased Premises, the Tenant shall forthwith at its expense make whatever changes are necessary to comply with the requirements of applicable authorities or Insurance underwriters, but no changes shall be made until the Tenant first submits to the Landlord plans and specifications for such changes and obtains the Landlord's written approval. If any proposed equipment would overload the electrical or mechanical facilities outside the Leased Premises, the Tenant shall not install such equipment unless it shall first have made arrangements satisfactory to the Landlord for the alteration of the electrical facilities of the Project on such terms as the Landlord may permit and at the Tenant's expense.

**10. ACCESS TO LEASED PREMISES AND COMMON AREAS AND FACILITIES**

The Tenant shall permit and facilitate the entry of the Landlord, or those designated by it, into the Leased Premises for the purpose of inspection, repair, window cleaning, the performance of janitorial services, and other proper purposes.

The Tenant shall not obstruct or restrict access to ducts, janitorial and electrical closets and other necessary means of access to mechanical, electrical and other facilities by the placement of furniture, carpeting or otherwise. In the event of such obstruction, the Tenant will be responsible for the cost of clearing the obstruction and of providing such access.

**11. LOCKS**

The Tenant shall not install, permit the installation of, or change any lock, bolt, fastening or other security device on any door of the Leased Premises without the prior written consent of the Landlord.

**12. DELIVERIES**

All moving, loading, unloading, delivery and shipping of merchandise, supplies, materials, fixtures and chattels to and from the Leased Premises shall be made only through such doorways and corridors and during such days and hours as the Landlord may designate in writing from time to time. Any damage caused to the Leased Premises or any part of the Project during any such activity shall be the sole responsibility of the Tenant.

**13. MOVING EQUIPMENT AND FURNITURE**

No safe or heavy equipment shall be moved by or for the Tenant unless the consent of the Landlord is first obtained and unless all due care is taken. Such equipment shall be moved upon appropriate steel-bearing plates, skids or platforms by the service elevator only and subject to the Landlord's direction, and at such times, by such means and by such persons as the Landlord shall have approved. No furniture, freight or bulky matter of any description shall be moved in or out of the Leased Premises or carried in the elevators of the Project except during such hours as the Landlord shall have approved. Hand trucks and similar appliances shall be equipped with rubber tires, rubber bumpers and other safeguards approved by the Landlord, and shall be used only by prior arrangement with the Landlord. Service elevators have size and weight control limits. All extra costs incurred by the Landlord due to a move will be at the Tenant's expense.

**14. SMOKING**

Smoking shall not be permitted in the Building.

**15. NO PETS**

No pets, animals or birds shall be brought into the Project or kept therein without the prior written consent of the Landlord.

**16. USE OF COMMON AREAS AND FACILITIES**

The Tenant shall not obstruct or misuse the Common Areas and Facilities of the Project, or permit them to be obstructed or misused by its agents, employees, invitees or persons under its control. Any injury or damage caused to the Common Areas and Facilities or other areas of the buildings or heating or cooling apparatus or any other appliances, or to any other tenant or to premises occupied by any other tenant, by interference with or neglect of the heating appliances, or any other person or servant subject to it, shall be made good by the Tenant in whose premises the neglect, interference or misconduct arose.

**17. ENTRY OUTSIDE OF NORMAL BUSINESS HOURS**

At any time other than during normal business hours as established from time to time by the Landlord, the Landlord may require that all or any persons entering and leaving the Project identify themselves and register in books kept for that purpose, and may prevent any person from entering the Leased Premises unless provided with a key thereto and a pass or other authorization from the Tenant in a form satisfactory to the Landlord, and may prevent any person removing any goods therefrom without written authorization, and may restrict access to all or any part of the Common Areas and Facilities.

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**18. USE OF PARKING FACILITIES**

The Landlord may at its discretion, and under any rules and limitations it imposes, allow the Tenant and its employees to access and use the parking facilities for cars and motorcycles at the Tenant's expense. No propane or natural gas propelled vehicles will be permitted in the parking facility. The parking of cars or bicycles in the parking facility shall be subject to the reasonable regulations of the Landlord or those operating such parking facility.

**19. RESTRICTIONS ON THE RIGHT OF ENTRY**

The Tenant, its employees or invitees, shall not without the written consent of the Landlord enter the janitors' closets, mechanical and electrical closets or other service areas, whether or not within the Leased Premises.

**20. NOTICE OF ACCIDENTS**

The Tenant shall give the Landlord prompt notice of any accident to or any defect in the plumbing, electrical or mechanical facilities or installations or any part of the buildings.

**21. ADDITIONAL RULES**

The Landlord shall have the right to make such other and further reasonable rules and regulations as in its reasonable judgment may from time to time be necessary or desirable for the safety, care, cleanliness and appearance of any premises in the Project, or for the preservation of good order therein, and the same shall be kept and observed by all tenants and their employees.