

TENANT MANUAL



The Shoppes at **STONEGATE** BACKYARD CONDOS



10 Neighbourhood Lane

This manual is subject to change from time to time.



2017 VERSION 2

This Manual is prepared to assist and introduce our Tenants, the Tenant's Consultants and Tenant's Contractors to the building standards used in the design and construction of retail premises in this Building. This standard will also set out the procedures, practices, rules, and regulations which will be applied to the Tenant's development of Tenant Work.

This Manual is to be read in conjunction with and form part of the Lease. In the event of any conflict between this Manual and the Lease, the provisions of the Lease shall prevail.

The integrity of the buildings managed by VANDYK Group of Properties together with all their systems and installations, are the result of meticulous care and planning. Therefore any contemplated changes or alterations of existing designs and conditions must be completely compatible with the Building's operational or design specifications and/or established decor. It is imperative that any Tenant Leasehold Improvements - however small or limited in scope - be fully examined and approved by the Property Manager, before any implementation is permitted or undertaken.

Strict conformity to procedural guidelines for Tenant's Work as specified in the Lease is mandatory. Nevertheless, it must be clearly understood that in the event of any ambiguity of, or omission to the wording in this document, the approval authority to proceed or not to proceed with Tenant's Work will remain solely with the Property Manager in its capacity as a prudent and professional agent of the Landlord.

It will also be the Tenant's responsibility to ensure that a copy of this Manual is provided to the Tenant's Consultants and Tenant's Contractors and any person employed by them, and that the Tenant, the Tenant's Consultants and Tenant's Contractors and any person employed by them, adhere fully to the direction provided herein. Failure by the Tenant or the Tenant's Consultants and Tenant's Contractors, or any person employed by them, to comply with any of the general or specific guidelines because of a lack of understanding in, or awareness of, the Manuals will not be accepted by the Property Manager.

It is recommended that the Tenant and/or the Tenant's Consultants and Tenant's Contractors visit the site to inspect and verify all site conditions prior to the commencement of Tenant Work.

The Tenant is responsible for the production of accurate and complete working drawings for the proposed construction within the Leased Premises. Although the Landlord will supply the Tenant with Base Building Standard drawings if available, neither the Landlord nor the Property Manager shall be responsible for the same and the Tenant shall ensure that the Tenant's Consultants and Tenant's Contractors confirm the accuracy of the dimensions in such drawings prior to the performance of the Tenant Work.

The Landlord reserves the right, from time to time, to add or amend the information, procedures and regulations contained herein. Any such additions or amendments will apply to any Tenant's Work undertaken after the addition or amendment has been issued and shall be compiled with by the Tenant at its expense.

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SECTION 1 – GENERAL INFORMATION

1.1 LANDLORD'S PROJECT MANAGEMENT

The Property Manager has designated a Project Manager for each of retail premises and office premises whose primary function is:

- To provide guidance and assistance to Tenant throughout the design and construction of improvements within the Leased Premises.
- To review, comment upon and approve all Tenant submissions prior to commencement of Tenant's Work within the Leased Premises.
- To be the liaison between the Landlord and Tenant, and the Tenant's Consultants and Tenant's Contractors.
- All questions, comments and submissions relative to Tenant's Work are to be addressed to the applicable Project Manager identified in Section 6.1.

1.2 BASE BUILDING CONSTRUCTION

- Base Building Work includes all structural, mechanical and electrical systems as well as architectural finishes as stated in the basic construction contract between the Landlord and the Landlord's contractor for the construction of the Base Building Work for the Building.
- The Landlord shall provide one (1) set of base building or "as built" drawings if available. The drawings will contain dimensioned architectural, structural, mechanical and electrical floor plans, interior elevations and details (if any). It is clearly understood that the Landlord does not guarantee the accuracy of the information contained in such drawings and the Tenant shall ensure that the Tenant's Contractors confirm the accuracy of the dimensions in such drawings prior to the performance of the Tenant Work.
- Any alterations and/or additions to the base building construction that may be required to accommodate the Tenant's plans and specifications shall be subject to the approval of the Landlord and shall then be carried out by the Tenant using the Landlord's contractor, under the supervision of the Base Building Consultants as retained by the Tenant, at the Tenant's expense. The cost of such work which shall be paid by the Tenant shall include, but not be limited to, labour, materials, applicable taxes, all architectural, engineering and contractor fees, as well as the Landlord's fees for coordination and other costs and fees in accordance with the Section 5.1 in this Manual "Building Charges and Landlord's Services".

1.3 DEFINITIONS

Capitalized terms in this Manual shall be defined as follows:

- (a) "Addenda" means revisions to the final issued for construction documents.
- (b) "Applicable Laws" means applicable by-laws, codes, standards, regulations, laws, statutes, rules or ordinances including, without limitation, the current versions of the Ontario Fire Code, *Building Code Act* and the *Occupational Health and Safety Act*.
- (c) "Approved Contractors" means the contractors identified in Section 6.3 and Approved Contractor means any one of them.

- (d) "Approved Drawings" has the meaning set out in Section 2.2.
- (e) "Authorities" means authorities having jurisdiction at the location of the Building (including, without limitation, authorities relating to Applicable Laws) and Authority means any one of them.

"Building Access Form" means a form as per Section 10 - Forms.

"Base Building Standard" means the then current basic standards established from time to time by the Landlord applicable to the Building, its systems and/or Tenant's Work.
- (f) "Base Building Work" means the base building work for the Building as described in this Manual.
- (g) "Base Building Consultants" means the consultants identified in Section 6.2 and Base Building Consultant means any one of them.
- (h) "Building" means the building situated on the development lands described in Section 6.4 and in which the Leased Premises are located.
- (i.1) "Construction Deposit" means the security deposit to be submitted by the Tenant or by the Tenant's Contractor, prior to the commencement of construction, to be held in a non-interest bearing account until such time as the required closeout documents are received to the satisfaction of the Landlord.
- (i) "Design Process" means the development and completion of the design for the Tenant Work.
- (j.1) "Designated Substance Report" means the report outlining all existing designated substances and hazardous materials as required by the *Occupational Health and Safety Act*, and Workplace Safety and Insurance Board or their respective successors, and shall include an inventory of designated substances identified on the property, including their location, condition and estimated quantities.
- (j) "Fixturing Period" means the period, if any, as set out in the Lease.
- (k) "Landlord" means the entity identified in Section 6.1.
- (l) "Lease" means the Offer to Lease unless superseded by the Lease and all ancillary lease documentation executed between the Landlord and the Tenant, including without limitation any work letter, as may be amended from time to time in writing between the Landlord and Tenant.
- (m) "Leased Premises", "Premises" or "Tenant's Premises" is as defined in the Lease.
- (n) "Manual" means this Tenant Design & Construction Manual.
- (o) "Normal Business Hours" means (i) between 7:30 a.m. and 6:30 p.m. from Monday to Friday (inclusive) and (ii) between 9:00 a.m. and 5:00 p.m. on Saturday, but excluding Sundays and statutory holidays in Ontario.

- (p) "Notice of Project" means a form to be submitted to the Ministry of Labour by the project constructor before starting a project costing \$50,000 or more.
- (t.1) "*Occupational Health and Safety Act*" R.S.O. 1990, c.O.1 as same is amended and/or replaced from time to time.
- (q) "Offer to Lease" means the Offer to Lease executed between the Landlord and the Tenant.
- (r) "Open for Business" means the first day the Tenant begins the conduct of business in any part of the Premises.
- (s) "Project Manager" is as set out in Section 6.1.
"Property Manager" means the entity identified in Section 6.1.
- (t) "Site" means the site of the Building.
- (u) "Substantial Completion" is as defined in the *Construction Lien Act*, R.S.O. 1990, Chapter C.30, as it may be amended from time to time.
- (bb) "Tenant" means the occupant and Tenant under the Lease.
- (bb.1) "Tenant Services Coordinator" is the Property Manager's representative responsible for providing coordination and support services to tenants of the Building.
- (cc) "Tenant's Work" or "Tenant Leasehold Improvements" includes, without limitation, the work set out in Section 3 – Construction Procedures for Tenant Work and any other work performed for the Tenant.
- (dd) "Tenant's Consultants" or "Tenant's Consultant" means the architects, engineers and other consultants, directly or indirectly, retained by the Tenant in connection with the Tenant's Work who shall be licensed or otherwise authorized to practice in Ontario.
- (ee) "Tenant's Contractors" or "Tenant's Contractor" means the contractors and suppliers, directly or indirectly, retained by the Tenant in connection with the Tenant's Work including, without limitation, sub-contractors.
- (ff) "Working Day" means a day other than a Saturday, Sunday or statutory holiday in Ontario

SECTION 2 – TENANT’S DESIGN & WORKING DRAWINGS

2.1 TENANT’S CONSULTANTS

- The Tenant shall engage the Tenant’s Consultants to prepare dimensioned construction drawings and specifications that are necessary for the construction of the Tenant Leasehold Improvements. The approval by the Landlord of the Tenant’s Consultants, shall be obtained by the Tenant prior to the Tenant engaging any of its consultants.
- The Tenant may wish to retain the Base Building Consultants under direct contractual arrangement for the production of working drawings. If the Tenant chooses to employ consultants other than the Base Building Consultants for its design work, the Project Manager will have such drawings checked and the construction inspected by the Base Building Consultants in order to ensure compatibility with the Building’s systems. The cost of such work by the Base Building Consultants will be charged to and paid by the Tenant. Rates for such reviews are available upon request directly from the Base Building Consultants, prior to the commencement of the Design Process. A list of Base Building Consultants is included in Section 7.2 of this Manual.
- All drawings, including but not limited to space plans, architectural, structural, mechanical and electrical drawings, must be approved by the Landlord, in writing, prior to the commencement of any Tenant Work.
- The Landlord, from time to time, may require the Tenant to produce additional or more detailed drawings or information which, in the Landlord’s opinion, may be necessary to identify and describe the nature of the intended improvements.
- The Tenant shall ensure the Tenant’s Consultants visit the Site to verify the actual site conditions prior to the commencement of the Tenant’s Work.
- By giving approval to the Tenant’s plans, the Landlord and its consultants do not waive the Tenant’s responsibility to ensure that any and all Tenant Leasehold Improvements meet the requirements of the Lease, this Manual and Applicable Laws. The Tenant and the Tenant’s Consultants shall inform themselves regarding the requirements of the Applicable Laws, as well as this Manual, before starting the Design Process.
- The Tenant shall require the Tenant’s Consultants to purchase and maintain insurance in a form and in amount Five Million Dollars (\$5,000,000.00). Tenants are required to keep on file with VANDYK a current Certificate of Insurance evidencing sufficient coverage to satisfy the terms of their lease. The insurer must be admitted and licensed in Canada and the Certificate must include the following as the name and address of additional named insured:

VANDYK – BACKYARD HUMBERSIDE LIMITED, VANDYK COMMERCIAL CO. LTD. & VANDYK GROUP OF COMPANIES 1944 FOWLER DRIVE, MISSISSAUGA ON L5K 0A1

2.2 SUBMISSION & REVIEW OF DESIGN PLANS & SPECIFICATIONS

- The drawings will be reviewed by the Landlord for compatibility with the overall project; comments and/or approval will be marked on one (1) set of drawings or in a letter addressed to the Tenant or its designated representative. Such comments must be distributed to the Tenant’s Consultants by the Tenant.
- Plans shall show Building grid lines, scale, the Tenant’s Consultant’s Building Code Identification Number, designer’s name and address, engineer’s name, address and stamp.

- For the purpose of this Manual, the drawings approved by the Landlord shall be called "Approved Drawings". Any revisions made to the Approved Drawings by the Tenant and/or agents must be submitted to the Landlord for further approval.
- The Landlord reserves the right to alter any section of this Manual without notice, which may necessitate a further submission by the Tenant, at the expense of the Tenant.
- A set of prints of the Approved Drawings must be kept on the Leased Premises for the duration of the construction period and be available to the Project Manager upon request.

2.3 SUBMISSION OF PRELIMINARY DESIGN & SPECIFICATIONS

The Tenant will provide the Landlord with three (3) printed sets of preliminary design plans and specifications for all of the Tenant's work. If the Landlord's Base Building Consultants were used, then the Tenant only needs to provide two (2) printed sets of preliminary design plans and specifications. These shall demonstrate design intent and shall be subject to the approval of the Landlord in writing prior to the Tenant's preparation of final plans and specifications.

Preliminary drawings shall include the following information as a minimum (additional information is encouraged):

- Key Plan showing the location of the Tenant's Premises;
 - Preliminary Floor Plans (1:100) indicating interior design (Indicate all materials and finishes);
 - Reflected Ceiling Plans (1:100) indicating ceiling materials, ceiling heights, the location, and type of all light fixtures, sprinklers, life safety/music speakers, air grilles, exit lights and signage;
 - Samples and colour chips of all finishes visible in the common areas should be firmly applied to illustration boards (maximum size 8 ½" x 14") and shall be clearly labeled and counter-referenced on the drawings.

2.4 APPROVAL OF PRELIMINARY DESIGN PLANS & SPECIFICATIONS

Within ten (10) Working Days after receipt of the design plans and specifications, the Landlord shall notify its written approval thereof or indicate any changes required, in which case the Tenant shall resubmit for written approval amended plans and specifications within a further ten (10) Working Days. Prior to resubmission the Tenant will, if necessary, discuss any required changes with the Project Manager.

2.5 SUBMISSION OF FINAL PLANS & SPECIFICATIONS

At least thirty (30) days prior to the commencement of the Fixturing Period, the Tenant shall submit three (3) printed sets and an electronic set of final "Issued for Construction" plans and specifications, or if the Landlord's Base Building Consultants were used, the Tenant shall submit two (2) printed sets and an electronic set of final "Issued for Construction" plans and specifications and such other information as may be necessary for the Landlord's Base Building Work in the Premises to proceed, where applicable, and the Tenant's Work to be approved. Electrical, mechanical, and structural drawings must be signed and sealed by the Tenant's Consultant responsible for the design.

Each set of final plans and specifications shall be in metric/imperial and be of uniform size not exceeding 850 mm x 1220 mm (36" x 44", "E" size) to a minimum scale of 1:100 and shall include, but not be limited to, the following:

a. Architectural Submission

Three (3) sets of drawings, or if the Landlord's Base Building Consultants were used, two (2) sets of drawings, and a sample board of finishes visible from the common areas if applicable. The Tenant must include the following:

- (i) Key Plan
 - Where the Leased Premises occupy less than a full floor, plans must be included of the entire floor showing the location (complete with dimensions) of the Leased Premises and their relationship to the elevator lobby, exit stairs, washrooms, fire hose cabinets, etc.
- (ii) Floor Plans (scale 1:100 minimum)
 - Location of all major fixed elements within the Leased Premises dimensionally related to grid lines and demising partitions;
 - Furniture plan with room designation and uses;
 - Location, loads and layouts of rooms of unusual loading concentration such as centralized filing areas, libraries, vaults, etc. (subject to the approval of the Landlord's structural engineer);
 - Materials and finishes throughout the Leased Premises;
 - The number of people to occupy the Leased Premises including all heat load calculations for the determination of HVAC requirements;
 - Telephone and power outlet plan dimensioned; and
 - Location of inter-floor stairs if any (subject to the approval of the Landlord's structural engineer).
- (iii) Reflected Ceiling/lighting Plan (scale 1:100 minimum)
 - Lighting layout;
 - Partition layout;
 - Location of any sound baffles above the ceiling;
 - The locations of any access panels required to service Building systems;
 - Various heights;
 - Location of proposed special light fixtures, their manufacturer's name and catalogue cut sheets, lamps to be used and mounting details (recessed, surface, etc);
 - General pattern, grilles, diffusers, air transfer ducts, speakers, sprinkler heads, coves and recesses; and
 - Specify ceiling material by name, thickness and colour, as well as fire rating if required by Applicable Laws.
- (iv) Sections and Details
 - At a suitable scale to indicate/partition details, baffles, doors, millwork, and other similar details.
- (v) Room Finish, Door and Hardware Schedules
 - All elements including the keying which must be to a Base Building Standard.

b. Mechanical Submission (stamped by Engineer)

Three (3) sets of drawings or if the Landlord's Base Building Consultants were used, two (2) sets of drawings (Scale 1:100 minimum)

The Tenant will be required to retain the services of a professional engineer for the preparation of its mechanical plans. The Tenant will be encouraged to employ the services of the Base Building Consultant. Drawings are to show all alterations and/or additions to the existing Base Building Work, as well as those that remain unchanged.

- (i) **H.V.A.C. Layout**
Ceiling plan complete with detailed ductwork layout, showing all duct sizes; location of A/C units or fan-powered-boxes, dampers, grilles, diffusers, transfer-ducts, thermostats, access doors and other equipment if required; heating load calculations, air quantities required at each diffuser and additional information if applicable.
- (ii) **Plumbing Layout**
Floor plan indicating piping runs for drains, vents and water supply and the location of valves, clean-outs, grease traps, back-flow preventers, and other special or specific requirements. Indicate location of water meter and location of hot water tank if applicable.
- (iii) **Sprinkler layout**
A dimensioned layout of the sprinkler piping and size indicating all sprinkler heads new and relocated. Sprinkler layout is to include calculations where more than five (5) heads are added to the system. A dimensioned layout of new or relocated fire hose cabinets with PRV setting and data.

c. Electrical Submission (stamped by Engineer)

The Tenant will be required to retain the services of a professional engineer for the preparation of their electrical plans. The Tenant will be encouraged to employ the services of the Base Building Consultant.

Drawings are to show all alterations and/or additions to the existing Base Building Work, as well as those which remain unchanged.

- (i) **Electrical Plan** – three (3) sets of drawings, or if the Landlord's Base Building Consultants were used, two (2) set of drawings (scale 1:100 minimum).
Locate light fixtures, including night, emergency and exit light fixtures. Specify size, wattage, type and mounting. Locate all life safety devices including speakers, pull stations, smoke detectors and heat detectors. Wiring diagram showing circuitry of all electrical elements within the Tenant area and Premises. Provide electrical load summary separating lighting, power, and disproportionate/high use loads. Tie-ins and extensions to Base Building Standard security, fire alarm and communication systems must be also clearly shown.
- (ii) All electrical loads shall be metered in conjunction with Base Building Standards.

d. Structural Submission (stamped by Engineer)

Structural drawings must be submitted only when modifications to the structure are anticipated. These must be created by the Landlord's Base Building Consultant structural engineer. Tenant will be back-charged for engineering services that require investigation of loads above and beyond the Tenant's acceptable loads. The structural modifications shall be performed by the Tenant using the Landlord's contractor at the Tenant's expense.

e. Specifications

Specifications must be submitted with the working drawings describing the quality and performance standards for all of the Tenant's Work in "CSC (Construction Specifications Canada), 3 part format, Master Format numbering system."

2.6 APPROVAL OF FINAL PLANS & SPECIFICATIONS

Within ten (10) days after receipt by the Landlord of the Tenant's final plans and specifications, the Landlord shall provide its approval and/or comments in a letter including all comments made by its consultants. The Tenant shall revise its drawings to include all the comments and corrections and provide the Landlord with a revised set of prints "issued for construction" prior to commencing the Tenant's Work. The Landlord shall not be obligated to change or extend any of the dates contained in the Lease as a result of the drawings being rejected by the Landlord or its consultants.

Subject to Section 2.7, the Landlord's approval of the Tenant's plans and specifications shall relate only to general compliance with the Landlord's rules, regulations, and specifications and shall not extend to, and shall not be deemed to signify compliance with the Lease, Applicable Laws, building codes or with life safety or emergency requirements of competent public Authorities. The Landlord accepts no liability for claims against the Tenant in respect to any of these matters.

2.7 REVIEW, APPROVAL AND COMMENTS

The Tenant shall not be relieved of its obligations and responsibilities under the Lease or this Manual notwithstanding the following:

- (a) the Property Manager's or Landlord's consultant's or contractor's receipt, inspection, review, approval or acceptance of the Tenant's Work or any document provided by or on behalf of the Tenant;
- (b) the failure of the Property Manager or Landlord's consultant or contractor to provide comments or their provision of comments;
- (c) the Landlord's approval, or designation, of a consultant or contractor in connection with the Lease or this Manual or any other assistance or guidance provided by the Property Manager; or
- (d) any other provision in this Manual.

SECTION 3 – CONSTRUCTION PROCEDURES FOR TENANT WORK

3.1 TENANT'S REQUIREMENTS

The Tenant, at its expense, is responsible for the following prior to construction:

- (a) Execution of the Tenant's Lease for the Premises
- (b) Insurance
The Tenant must provide, to the Landlord, evidence of insurance coverage for (a) Tenant's insurance as required in the Lease, (b) Tenant's Contractors' insurance (as outlined in this document) as amended from time to time by the Landlord, prior to the undertaking of any construction in the Leased Premises and/or any other areas requiring access within the Building and (c) Tenant's Consultants (as set by the Landlord) as amended by the Landlord, prior to commencement of the design development. Insurance coverage shall be at least the minimum stated in the Lease and the Landlord and Property Manager shall be named as additional insured.
- (c) Obtain written approval from the Landlord for final "issued for construction" documents.
- (d) Permits
The Tenant is responsible for obtaining all necessary permits and approvals, from the Building Department, Health Department, Fire Marshall, the Ministry of Labour and any other Authority. The Tenant shall submit copies of the building permit and any other required permits or approvals to the Project Manager, prior to the commencement of the Tenant's construction. The Tenant shall forward all comments from the Authority to the Project Manager for its review.

Upon receipt of the building permit, the Tenant shall forward one (1) copy of the building permit and the permit drawings bearing the city's stamp and review comments to the Project Manager.

It is the Tenant's responsibility to have the Premises inspected by, the appropriate government building, hydro, plumbing and HVAC inspectors, to ensure that the applications are closed and provide evidence of permit closure at project completion to the Project Manager.
- (e) Lien Protection
If a lien arising from the Tenant's Work is registered against the Site or given to the Landlord, the applicable provisions of the Lease shall apply to such liens.
- (f) Provide a Construction Deposit based on the value of construction, to be paid to the Property Manager; being three percent (3%) of the value of the construction (minimum \$5,000 and maximum \$10,000) (or the amount otherwise set out in the Lease which takes precedence) will be held in a non-interest banking account. The Construction Deposit will be refundable upon receipt of all close-out documentation. If close-out documents are not received within sixty (60) days of Substantial Completion of the Tenant's Work, the Construction Deposit shall be forfeited. The Landlord may in its sole discretion apply such funds (but does not have the obligation to) against necessary actions in obtaining the close-out documents itself.

Certified cheques or money orders are acceptable.
- (g) The fulfilment of the obligations and responsibilities of the Tenant's Contractors set out in this Manual.

(h) Designated Substance Surveys and Reports.

Where available, the Landlord shall provide to the Tenant copy of the most recent Designated Substance Report.

The Tenant shall ensure prior to starting any significant demolition or construction within their Premises, that they provide to the Tenant's Contractor a Designated Substance Report, as required by Section 30.1 of the *Occupational Health & Safety Act*, R.S.O. 1990, c. 1.0, Such report shall be provided by the Tenant's Consultants.

The following 11 substances are among those designated by the *Occupational Health and Safety Act* as toxic. These are:

- Acrylonitrile
- Arsenic
- Asbestos
- Benzene
- Core Oven Emissions
- Ethylene Oxide
- Isocyanates
- Lead
- Mercury
- Silica
- Vinyl Chloride

(i) Mold Surveys and Reports.

If the Tenant:

- (i) during fixturing of its Premises, or
- (ii) during a renovation during the term of the Lease or upon an extension/renewal of its Lease, or
- (iii) at any time in its term of the Lease,

discovers "mold", the procedure to follow shall be as follows:

1. Promptly notify the Landlord/Property Manager of the mold in the Building;
2. Tenant must notify its Premises insurer promptly;
3. Landlord will obtain a mold report at the Tenant's cost from the Landlord approved certified consultant;
4. Tenant must meet with the Landlord to review the mold report and where required, agree on a course of action for remediation and abatement in the Premises, including timelines, at the Tenant's cost. Tenant must use a Landlord approved certified consultant in mould abatement and remediation actions.
5. If Tenant fails to start or diligently proceed with remediation, then the Landlord will retain a contractor at the Tenant's cost plus an administration fee of fifteen percent (15%) thereon, chargeable as Rent under the Lease;
6. Tenant must remediate and abate mold in its Premises;
7. Landlord will monitor the Tenant's progress of the agreed to course of action between the parties for remediation/abatement required in the Premises.
8. Tenant must direct the Tenant's contractor to address to the Landlord written confirmation that the mold has been remediated and/or abated from the Premises in accordance with all Applicable Laws of the province where the Building is located.

3.2 TENANT'S CONTRACTORS REQUIREMENTS

The Tenant is required to engage the Tenant's Contractors for the purpose of carrying out Tenant Leasehold Improvement. The Tenant shall ensure that all Tenant's Contractors comply with the following:

- (a) The Tenant's Contractors shall, prior to commencement of construction furnish evidence to the Property Manager identifying they are adequately and properly covered by insurance, and such insurance shall be continuously maintained during the entire period of construction, according to the following coverage and terms:
 - (i) Commercial General Liability insurance with a minimum limit of \$5,000,000.00 per occurrence covering all liability for injuries to and death of a person or persons and for damage to property of others which may arise from the operations of the Tenant's Contractors and which includes coverage for bodily injury and property damage, products and completed operations, blanket contractual liability, personal injury liability, non-owned automobile liability, owner's and contractor's protective insurance and cross liability and severability of interest and breach of conditions clauses, and, where applicable, sudden and accidental pollution liability and confirmation that the policy does not contain X,C,U explosion, collapse or underground exclusions;
 - (ii) "All risk" builders risk property insurance insuring the Tenant's Work covering the total contract price for the Tenant's Work and shall include a waiver of subrogation rights against the Landlord and Property Manager;
 - (iii) "All risk" property insurance covering the Tenant's Contractors' owned, rented or leased tools, equipment and property and shall include a waiver of subrogation rights against the Landlord and Property Manager
 - (iv) Automobile insurance covering all owned, rented and leased vehicles, with a minimum \$2,000,000.00 combined single limit of liability for bodily injury and property damage;
 - (v) Workers compensation satisfying to the Statutory requirements in the province of the Tenant's Work;
 - (vi) Where applicable, project professional liability insurance;
 - (vii) The Landlord and Property Manager and while on site, all Tenant's Contractors and subcontractors and trades of those insured, engaged in or connected with the construction of the Premises and Tenant's Work are listed as additional insured's on the commercial general liability policies identified under (a)(i) above and Landlord and Property Manager are identified as a loss payee under (a)(ii) above;
 - (viii) All policies of insurance relating to Tenant's Work must be in amounts and in form and with insurers acceptable to the Landlord, including an undertaking by the insurers to give at least (30) days' written notice of cancellation or material changes to the policy holder and the Landlord;
 - (ix) All insurance provided by the Tenant's Contractors above shall be primary and non contributory to any insurance available to the Landlord or Property Manager;

- (x) The Tenant's Contractors shall be liable for all injuries to persons and for damage to property caused by its operations and those of its employees engaged in its operations in connection with the Tenant Work. The Tenant's Contractors shall indemnify and save harmless the Landlord and the Property Manager and their respective employees, from all suits and actions for damages and costs to which the Landlord and/or the Property Manager may be put by reason of injury or death to persons and damage to property of the Landlord and/or the Property Manager and others whatsoever, in the performance of the work. Prior to commencement, the Tenant's Contractors will provide the Property Manager with written evidence of such indemnity;
 - (xi) The Tenant's Contractors will cause each of its subcontractors to purchase and maintain insurance of the types and in the amounts specified above except for (a)(ii) above and include Landlord and Property Manager and Tenant's Contractors as additional insured under their commercial general liability insurance; and
 - (xii) The Tenant must provide, to the Landlord, evidence of insurance coverage, by means of a Certificate of Insurance from the Tenant's or the Tenant's Contractor's insurers or by a certified copy of the actual policy documents, for (a) Tenant's insurance as required in the Lease, (b) Tenant's Contractors' insurance and any subcontractors (as outlined in this document) as amended from time to time by the Landlord, prior to the commencement of Tenant's Work in the Leased Premises and/or any other areas requiring access within the Building and (c) Tenant's Consultants insurance (as set by the Landlord) as amended by the Landlord, prior to commencement of the design development. Insurance coverage shall be at least the minimum stated in the Lease and the Landlord and Property Manager shall be named as additional insured.
- (b) Where applicable, to have union affiliations compatible to those unions working on site at the time the Tenant's construction is to commence. All work being performed on behalf of the Tenant shall only be performed by contractors and personnel who are members of, or have contractual relationships with, trade unions or the association of trade unions which are the same as those employed in the Building by the Landlord where applicable or the Landlord's contractors.
- (c) The Tenant shall retain the Approved Contractors for the performance of the Tenant Work, notwithstanding the foregoing, Tenant's Contractors must be approved in advance and in writing by the Landlord.
- (d) Furnish evidence of good standing with the Workplace Safety & Insurance Board; a valid W.S.I.B. Certificate is to be provided to the Landlord prior to initiation of the Tenant Work, which the Tenant's Contractors shall keep in force at all times for the duration of the Tenant Work. The Tenant's Contractors will confirm in writing that all employees engaged in the work are covered in accordance with the statutory requirements of the Province having jurisdiction over such employees.
- (e) Engage the services of the Approved Contractors including but not limited to Tenant's Work involving fire alarm, sprinklers, fire protection systems, lighting controls, temperature controls, data/communications, roofing, locksmith, x-raying, air balancing, electrical, and mechanical.
- (f) Furnish the Project Manager with all information listed in Section 3;
- (g) Comply with all Applicable Laws including, without limitation, terms of the *Occupational Health and Safety Act*.
- (h) Post on site all permits by Authorities. If the Tenant's Contractor fails to do so, the Landlord, at its option, may cause the workmen, subcontractors and suppliers of the Tenant's Contractor to stop all work and leave the Premises. Further, the Landlord, at its option may remove all materials and work installed by the Tenant or on the Tenant's behalf, at the Tenant's expense.

3.3 COMMENCEMENT OF CONSTRUCTION

The Tenant must carry out all construction work in strict accordance with the Approved Drawings. Likewise, the Tenant's design and construction work must comply with all Applicable Laws.

It is the Tenant's responsibility to ensure that the Tenant's Contractors observe and comply with Applicable Laws including, but not limited to *Occupational Health and Safety Act* and requirements of the Workplace hazardous materials information system and the safety and health regulations, policies and directives of the Landlord and the Landlord's contractor, as applicable, in accordance with Section 4.

The Tenant construction site will be hoarded and secured to prevent excess noise and dust proliferation. The hoarding will be removed by the Tenant's Contractor upon final inspection and approval of the installations by the Landlord.

Where required, the drywall hoarding will be installed and painted by the Tenant's Contractor at the Tenant's expense.

(a) Construction may proceed only after the Tenant and Landlord have complied with the following:

- (i) The Tenant's Lease for the Premises has been executed;
- (ii) The Tenant's final issued for construction documents (including, without limitation, drawings, specifications and manuals) have been approved in writing by the Project Manager and the Tenant has been advised to proceed with construction;
- (iii) The Tenant has submitted a Construction Deposit based on three percent (3%) of the value of construction (minimum \$5,000 and maximum \$10,000) or the amount otherwise stated in the Lease, which amount shall have precedence;
- (iv) The Tenant has provided acceptable evidence of insurance as per the Lease and this Manual, naming the Landlord and Property Manager as additional insured;
- (v) The Landlord shall issue written notice to the Tenant advising that all the conditions prerequisite to the commencement of Tenant's Work have been complied with to the satisfaction of the Landlord provided such notice is without prejudice to any right or remedy available to the Landlord;
- (vi) When applicable, Tenant has delivered and/or provided the Designated Substance Report to the Tenant's Contractors and the Landlord prior to beginning any work; and
- (vii) Tenant has provided a list of Tenant's Contractors indicating contact names and telephone numbers for emergency use outside Normal Business Hours.

(b) Construction may proceed only after the Tenant's Contractor has complied with the following:

- (i) Provided copy of application and issued building permit(s) and hard copies of the City stamped permit drawings;
- (ii) Posted all required permits on site, with a copy to the Project Manager;

- (iii) Made available at the Leased Premises, a set of prints of the Landlord Approved Drawings and building permit drawings for the duration of the construction period for reference by the Landlord's and City Building Department authorized representatives;
- (iv) Provided acceptable evidence of insurance for itself and all sub-contractors, as required by Section 3.2, (unless provided by the Tenant) to the Landlord, naming the Landlord and the Property Manager as additional insured;
- (v) Submitted Notice of Project for the Tenant's Work (for projects over \$50,000) subject to coordination with the Landlord's contractor as may be required by the Landlord in the circumstances;
- (vi) Submitted a construction schedule;
- (vii) Submitted valid certificate from Worker's Safety & Insurance Board;
- (viii) Submitted copies of Addenda;
- (ix) Provided a list of subcontractors indicating contact names and telephone numbers for after hour emergency use;
- (x) Submitted Form 3 signed;
- (xi) Submitted completed Building Access Form from the Building Operations and Security Centre, prior to the commencement of work if applicable. (see Section 7.5 for advance notice schedule).
- (xii) Signed acknowledgement of receipt of Designated Substance Report from Tenant and has issued a copy of the Designated Substance Report to Tenant's Contractors associated with the project and has put in place all necessary safety precautions required by Applicable Laws to remediate and/or otherwise contain the substances and hazardous materials outlined in the report.

3.4 PROCEDURES DURING CONSTRUCTION

- (a) Tenant is to submit to the Project Manager during construction:
 - (i) Copies of all site-meeting minutes.
 - (ii) Copies of all contemplated changes to the Tenant's Work at time of issuance to Tenant's Contractors.
 - (iii) Copies of all site visit reports by the Tenant's Consultants.
 - (iv) Copies of all site reports from Authorities having jurisdiction.
 - (v) Copy of Designated Substance Report (unless provided by the Landlord).
- (b) Inspection of Tenant's Premises as required:
 - (i) Prior to commencement of any Tenant Work, an inspection of Tenant's Premises, shall be performed by the Tenant, its agents and the Property Manager.
 - (ii) Signed acceptance letter shall be issued confirming acceptance by Tenant of the Premises and any damages or deficiencies shall be indicated at that time. No claims shall be considered for any items not identified on the letter.

- (iii) The Tenant shall directly engage, at the Tenant's expense, Approved Contractors, for any mechanical, electrical, sprinkler, controls and balancing modifications or additions to the base building systems.
- (iv) After completion of Tenant's Work another inspection shall be made between the Landlord's representatives and the Tenant for both Tenant areas and the floor, as well as the floors immediately above and below. Any damages caused by the Tenant's Contractors in the execution of the Tenant's Work shall be repaired by the Landlord's contractor at the Tenant's expense.
- (v) The Tenant's Contractors may be issued revisions to the documents outlining regulations and procedures for Tenant's Contractors on the job site, from time to time as site conditions warrant it.

3.5 COMPLETION OF TENANT CONSTRUCTION

A deficiency inspection will be carried out by the Landlord upon completion of the installations. Please schedule such inspection with the Project Manager, at least forty-eight (48) hours prior to opening for business and the removal of the hoarding (by Tenant's Contractor).

- (a) Upon completion of the construction the Tenant will submit the following closing documentation in PDF format and also on a USB flash drive:

Prior to opening for business:

- (i) Final engineer's and architects/designers' inspection reports stating that the installations have been completed in accordance with the contract documents and Authorities having jurisdiction for occupancy permit purposes
- (ii) Certificate of Substantial Performance as defined in the *Construction Lien Act* R.S.O. 1990, c. C.30 prepared by the primary consultant and proof of publication in the Daily Commercial News, as required therein.
- (iii) Material & Test certificates for sprinkler and standpipe work, certifying that the installations conform to N.F.P.A. 14 standard respectively as applicable.
- (iv) Fire suppression system verification and testing certificate (for food service tenants).
- (v) A copy of approved Air Testing and Balancing report prepared by Approved Contractors.
- (vi) A copy of approved electrical load balance report prepared by Approved Contractors.
- (vii) Exhaust hood balancing report (for food service tenants).
- (viii) Fire alarm system verification and testing certificate.
- (ix) Final Electrical Safety Authority Certificate of Inspection.
- (x) Confirmation from the Tenant that all electrical panels have been tagged with Iamacoid nameplates and typed circuit directories updated.
- (xi) Verification of all required meter installations, including remote readouts.
- (xii) Confirmation that permits have been closed by Authorities having jurisdiction. (Property Manager is to attend final inspection especially for food service tenants).

(b) Within sixty days of opening for business:

- (i) Proof of closing of permits. Copy of "Inspection Status Letter" from the customer service of the City of Toronto Building Division, indicating that the project has been completed "substantially in accordance with plans issued with the permit(s)" and providing completion dates.
- (ii) Tenant's Contractor's valid WSIB Certificate.
- (iii) Complete set of "as built" drawings (including mechanical and electrical), both hard copy and AutoCAD format (DWG extension – most current version, with any required XREF, CTB and font files) approved by the Tenant's Consultants.
- (iv) An executed statutory declaration from the Tenant and the Tenant's Contractor stating that all monies owing to their suppliers and subcontractors have been paid and that no liens have been registered against the Site or Premises.
- (v) Proof of maintenance agreements for Tenant's equipment (mechanical/electrical)
- (vi) Operations & Maintenance Manuals divisions 1 to 16.
- (vii) Electrical load balance report.

Note: In the event that the Tenant or the Tenant's Contractor has not provided the required close-out documents within sixty (60) days of opening for business or physical occupancy of the Premises, the Construction Deposit shall be forfeited. The Landlord in its sole discretion, may apply such funds (but does not have the obligation to) against necessary actions in obtaining the close-out documents itself.

SECTION 4 – RULES & REGULATIONS

4.1 WORK PLACE & PUBLIC SAFETY

The Tenant will, and will cause the Tenant's Contractor to, ensure compliance with all Applicable Laws and, in particular, the *Occupational Health and Safety Act* and ensure a safe and secure workplace. In doing so, the Tenant will, and will cause the Tenant's Contractor to, cooperate and coordinate their work with the Property Manager.

The Tenant's Contractor shall be the "constructor" under the *Occupational Health and Safety Act* exclusively with respect to the Tenant's Work within the Leased Premises. In those areas of the Building where the Tenant's Contractor is in control and performing the roles and responsibilities of the "constructor" (i.e.: Leased Premises), the Landlord, the Property Manager and their contractors agree to comply with all reasonable health and safety rules and instructions of the Tenant's Contractor while performing any of the Base Building Work within the Leases Premises.

The obligations of the Tenant shall include, without limitation:

- (i) ensuring that all legal obligations imposed on constructors or on other persons supervising, completing or coordinating the Tenant's Work are properly performed,
- (ii) ensuring that the Tenant's Contractor shall file a Notice of Project before beginning any Tenant's Work within the Leases Premises,
- (iii) ensuring that, before beginning any Tenant's Work, the Tenant's Contractor shall erect, between the Leases Premises and the common areas, a barrier in accordance with specifications issued by the Property Manager.
- (iv) allowing the Property Manager, Landlord, or their contractors, access to the Tenant's Work area so that the Landlord and the Property Manager may carry out any Base Building Work in such area,
- (v) promptly reporting all accidents to the Property Manager,
- (vi) if any claim is made by anyone against the Tenant or Tenant's Contractor or their subcontractors on account of any accident, reporting the facts to the Property Manager immediately;. and

Tenant's Contractor shall submit to the Property Manager:

- (i) Tenant's Contractor's "Occupational Health and Safety Plan" to be submitted prior to commencing work in the Building,
- (ii) Tenant's Contractor's action plans to implement it's Occupational Health and Safety Plans for the Tenant Work, which are designed to effectively prevent accidents, to be submitted prior to commencing work in the Building,
- (iii) a copy of all communications relating to the Tenant's Work with, and including all orders by the Ministry of Labour or other occupational health and safety enforcement authority,

- (iv) a copy of all accident / injury reports in addition to the WSIB Form 7. Each report must contain a statement of actions that will be taken to prevent a recurrence.

The Landlord reserves the right to require additional or amended submittals pertaining to safety during the performance of the Tenant's Work at no additional cost to the Landlord.

The Tenant and Tenant's Contractor acknowledges and agrees that the Landlord has health and safety responsibility under the *Occupational Health and Safety Act* in respect of (i) any work or activity that is being carried out in the access/egress and/or common areas of the Building; (ii) any situation where there is overlap or contact between employees, subcontractors or workers of two or more Tenants/Tenants' Contractors at the Building; or (iii) in any other situation or area which appears to involve two or more Tenants/Tenants' Contractors (the foregoing (i) to (iii) collectively referred to as the "Common Areas"). The Tenant/Tenant's Contractor and all personnel entering the Building shall comply with the Landlord's or Property Manager's Safety/Environmental Plan and shall act immediately on direction regarding safety and work practices given by the Landlord or the Property Manager.

The role of the Tenant and/or the Tenant's Contractor within the Leased Premises in no way diminishes or relieves its obligation to recognize the Landlord's health and safety obligations with respect to the Common Areas and to comply with all rules and directions from the Landlord relative to such Common Areas.

All stairwell doors are to be kept closed at all times during construction for fire and safety reasons. Any construction site found to have stairwell doors propped open will be assigned a security guard, at the Tenant's expense, until the situation is resolved.

Notice must be given in writing to the Property Manager, a minimum of ten (10) Working Days in advance, of any proposed disruption to the Building's air, power or water supply. Any such disruption must be on weekends or evenings unless otherwise agreed to by the Property Manager. In addition to the above systems, the integrity of the Building's Life Safety or Fire Protection and Security Systems must be preserved at all times, no exceptions allowed.

The Property Manager will co-ordinate through the Tenant and the Tenant's Contractor(s), the preparation of a scheduled shutdown of any of the aforementioned systems in order to safeguard the Building and its tenants.

4.2 POLICING OF MEN, WORK PERMITS & SECURITY BADGES

The Tenant's Contractor will be responsible for the safety and actions of its tradesmen and delivery people. Any person found performing an unsafe act or exhibiting blatant disregard for existing work, or disrespect towards tenants or other people in the Building will be promptly removed from the Building and not permitted to return.

Safe Work Permit:

The Tenant shall require the Tenant's Contractors, upon the Property Manager's request, to identify all project hazards to the Property Manager and to provide written assurance to the Landlord, prior to commencement of the Tenant Work, that such contractor has reviewed the Landlord's safety policy, is aware of the specific hazards associated with and precautions which should be taken, and has the necessary safety training to perform such work. The Tenant and the Tenant's Contractor shall have full responsibility for ensuring that all work performed by them in the Building complies with the *Occupational Health and Safety Act*.

4.3 EMERGENCYCONTACT

The Tenant must provide the Tenant Services Representative with the name, address, and telephone number of the person to be contacted in case of an emergency having to do with the Tenant's Premises.

4.4 WORKINGHOURS

The Tenant's Work shall be carried out after Normal Business Hours, unless authorized by Landlord in writing. In occupied buildings, Tenant's Contractors must observe the right of neighboring Tenants to the "quiet enjoyment" of their premises and noise must be kept to an absolute minimum. Noisy work such as hammer drilling or other excessive noise-creating work is to be carried out after Normal Business Hours. The Property Manager has the right to temporarily shut down work if valid complaints are voiced by adjacent tenants. Any work that is required to be carried out at times other than specified above will require written approval from the Property Manager. This policy will also be imposed should work involve the emission of strong odors including but not limited to those from paints, solvents or sealers. Only low odour and low VOC (volatile organic compound) paints and sealers are to be used in the Building.

4.5 SECURITY

The Tenant and the Tenant's Contractor(s) shall be fully responsible for the physical security of the Leased Premises and the contents thereof, throughout the construction period, which shall be deemed to have commenced at the time of turnover of the Leased Premises to the Tenant for construction of Tenant's Work.

Security supervision is required for all work outside of the Leased Premises, including deliveries, at the Tenant's expense.

4.6 MATERIAL DELIVERIES &HOISTING

Tenant's Contractors shall plan on doing the majority of hoisting, including garbage removal, outside of Normal Business Hours, including weekends.

Tenant's Contractors shall meet prior to tendering with the Project Manager and discuss hoisting requirements, due to anticipated high demand. There shall be no stockpiling of materials permitted. Unscheduled deliveries shall be refused and any material left unattended at the site will be removed and costs assessed to the Tenant and/or Tenant's Contractor.

Any contractor found moving materials into the Building in an unauthorized manner will be removed from the Building. **Under no circumstances is the passenger elevator to be used**

4.7 PARKING &ACCESS

All required parking by Tenant's Contractors is their sole responsibility, together with applicable parking fees. Under no circumstances are vehicles to impede or block access to the parking garage or loading dock facilities, or park in reserved/prohibited areas. Vehicles found in violation of this requirement will be towed away with all costs borne by the owner of the vehicle. No vehicles are permitted to park in the parking garage.

No entrance will be available or permitted through the ground floor lobby. Any contractor found accessing the Building in an unauthorized manner will be removed from the Premises.

Parking at the loading dock is not permitted except for delivery purposes as approved by the landlord.

4.8 FLOORLOADING

The Tenant's Contractor(s) shall distribute material evenly across the floor and shall stack material over main trusses at column lines. Drywall piles are not to exceed 12" in height so as to prevent over-loading of the slab.

4.9 WORKAREAS

All construction materials, tools, equipment and workbenches must be kept within the Leased Premises throughout the construction period. All public lobbies, stairs and corridors shall be kept clean and clear of construction materials. The Building service rooms shall not be used for the cleaning of tools or the disposal of materials; these requirements should be discussed with the Project Manager in advance.

Any damage attributable to Tenant's Contractors will be repaired by the Property Manager at the Tenant's and/or Tenant's Contractor's cost.

No materials or tools shall be kept or stored inside electrical and/or mechanical rooms, unless used for work inside these rooms. No material shall be stored in the elevator lobby or in any other fireman's access route. The Property Manager will, without notice, remove such materials and back charge the Tenant for the cost of this service.

The Property Manager is not responsible for the safekeeping of tools/equipment/material.

4.10 GARBAGEREMOVAL

It is the Tenant's responsibility to ensure that all Tenant's Contractors, including telephone companies, remove all garbage and construction debris in proper containers and leave the Leased Premises in a broom swept condition, on a daily basis.

Common Areas such as corridors, elevators and lobbies must also be kept clear of residual debris. Should the Landlord be required to remove the Tenant's Contractor's garbage, the Tenant will be charged for all associated costs, plus a fine of \$500 per occurrence.

Arrangements for placing disposal bins must be made in advance through the Property Manager. Disposal bin should be placed on minimum ¾" plywood to protect the grade finishes. No bin is permitted to stay overnight.

4.11 TEMPORARYSERVICES

The Tenant shall arrange, provide, and pay for any temporary site telephone service required by the Tenant's Contractor. The Tenant's Contractor is responsible for the distribution of temporary power within the Leased Premises during the construction period. Exposed electrical cords are not permitted outside the Leased Premises. Tenant's Contractors are also required to provide a temporary filter for the HVAC system.

4.12 SPRAY FIREPROOFING

Removal or dislodgment of spray fireproofing material from steel decks, beams, trusses, and columns must be avoided wherever possible. When fireproofing has been disturbed, the Tenant's Contractor must notify the Landlord. All fireproofing must be replaced with a suitable and approved fireproofing material. The replacement material must be installed in accordance with Applicable Laws. In no case may the original level of protection be reduced. Spray fireproofing shall be reinstalled by the Landlord, at the Tenant's expense.

Note: The Landlord reserves the right to request, from the Tenant, an independent inspection of the

fireproofing by a qualified consultant at the Tenant's expense.

4.13 FIRE-STOPPING

The Tenant's Contractor must ensure that all fire-stopping is reinstated where penetrations are required between building fire separations. The replacement material and method for reinstallation must meet Applicable Laws. A CSA-ULC approved material (i.e., "Firestop") must be used to seal all core and floor penetrations. All pipes passing through a floor penetration must be sleeved, caulked and waterproofed. If the Tenant's Contractor fails to undertake the appropriate provisions, the Landlord will complete the work at the Tenant's expense.

4.14 TESTING & TIE-INS

The Tenant must obtain the Property Manager's permission prior to any testing or the installation of any tie-ins to the Building's mechanical, electrical, fire protection, security or life safety systems. The Tenant will be held fully responsible for any damages which may result from such tie-ins and be charged for any necessary repairs. All costs associated with such tie-ins shall be at the Tenant's expense.

All tie-ins are to be done by the Approved Contractors only. Where the Tenant intends to tie into a closed loop system, the Tenant's system shall be flushed, cleaned, and certified clean by the Landlord's Property Manager prior to the first connection. A summary of the potential tie-ins follow.

(a) **Sprinkler System / Fire Protection System**

All revisions to the Base Building Standard sprinkler system must be approved by the Landlord & performed by the Landlord's Base Building sprinkler contractor. After completion of all Tenant modifications the Tenant's system must be water pressure tested at 200 psi for two (2) hours. Tenant's Contractor's Material & Test Certificate sheet must be witnessed by the Landlord's representative, and the sprinkler system will be reactivated once the test has been approved. The Tenant must provide hydraulic calculations for all modifications required to the Base Building Standard system. Requests for the sprinkler shutdowns must be Requested a minimum of seventy-two (72) hours before work begins. Costs for drain down and recharging of the sprinkler system testing and making this final connection by an Approved Contractor will be billed to the Tenant's account.

(b) **HVAC Shutdown:**

Requests for shutdown of Base Building Standard compartment units and air systems must be made a minimum of forty-eight (48) hours in advance of the shutdown date. A Tenant's request for extra air conditioning will take precedence over a contractor's request for a shutdown. All costs inclusive of additional security or operations staff for work carried out after Normal Business Hours, not on a Working Day, will be at the Tenant's expense.

Note: All shutdowns are subject to the Landlord's prior written approval.

(c) **Electrical Power Shutdown:**

All requests for electrical power shutdowns must be made in writing and submitted for written approval a minimum of two (2) weeks prior to the required shutdown. All costs inclusive of additional security or operations staff for work carried out after Normal Business Hours, not on a Working Day, will be at the Tenant's expense at prevailing Building rates.

Note: All shutdowns are subject to the Landlord's prior written approval.

(d) **Domestic Water Shutdown:**

All requests for water system shutdowns must be submitted for written approval at least forty-eight (48) hours before the shutdown date. All costs inclusive of additional security or operations staff for work carried out after Normal Business Hours, not on a Working Day, will be at the Tenant's expense.

Note: All shutdowns are subject to the Landlord's prior written approval

(e) **Revisions to Fire Alarm Speakers:**

All modifications to the Base Building Standard fire alarm speakers must be approved in advance and in writing by the Landlord. The Landlord's Approved Contractor must be used to disconnect, re-connect, and reinstall, as well as re-verify relocated fire alarm speakers during and after the base building warranty period, at the Tenant's expense.

(f) **HVAC Controls:**

Request for additional controls or modification to control wiring must be made to the Landlord and carried out by the Landlord's Approved Contractor, at the Tenant's expense.

(g) **Metering:**

All additional meters required by the Landlord shall be supplied and installed by an Approved Contractor. Associated costs shall be borne by the Tenant.

4.15 ACCESS PANELS

The Tenant must provide access panels in floors, walls and ceiling construction of sufficient size as directed by its engineering consultants, the Property Manager and/or as required by Building Code to permit necessary access to services and equipment by the Property Manager or its agents. This includes all necessary structures to access such equipment. The design and location of access panels must be approved in writing and in advance by the Landlord.

4.16 LANDLORD'S ACCESS TO PREMISES

The Property Manager or its representatives, consultants and contractors shall have free access to the Leased Premises at all times for the purpose of inspecting work and retain the right to correct or complete any work deemed to be unsatisfactory.

4.17 DRILLING OR CUTTING

The Tenant's Contractors are prohibited from drilling, cutting or chase openings of any description in any part of the Base Building Standard structure without the prior written approval of the Property Manager. Any cutting and core drilling must be completed by an Approved Contractor.

Prior to cutting, core drilling, or chasing openings of any size through the Building's structure, the Tenant's Contractor must first mark the locations and have them approved by the Landlord's Base Building Consultant. Work of this type requires x-ray inspection of the slab, prior to drilling. All of the consulting services provided by the Landlord's Base Building Consultant and the cost of any x-ray required shall be at the Tenant's expense.

Precautions must be taken to ensure that cores do not fall on occupants or contents of the floor below and that all water is vacuumed away before draining to the floor below.

No coring or cutting will be permitted above occupied floors until after 10:00 p.m., x-raying after 12:00 a.m. and before 6:00 a.m., or at the convenience of the tenant below, at times arranged by the Landlord.

Any damage to cast-in electrical wiring or plumbing will have to be repaired by an Approved Contractor at the Tenant's cost.

Tenant and/or Tenant's Contractor shall provide temporary firestop material in any penetrations through fire-rated walls or slabs to maintain appropriate smoke/fire separations during construction. Fire separations are to be restored to Base Building Standard condition.

4.18 WELDING & ANY OPEN FLAME WORK

Open flames for welding, cutting or other purposes are not permitted without the prior written consent of the Landlord, as these activities may trigger a fire alarm. The Tenant or Tenant's Contractor must give the Landlord at least forty-eight (48) hours' notice, in writing, and must receive from the Property Manager a "permit" before the work is to be done. If pressurized gas cylinders are used, the Tenant's Contractor must ensure that the use is in accordance with all requisite safety provisions and requirements. The Tenant shall ensure that the area around the work is continuously monitored during and one (1) hour after the welding or open flame work has been completed, to ensure that there is no danger of fire. An operational fire extinguisher must be available in the immediate vicinity of the work, in addition to those already present. A Work Authorization permit requesting the deactivating of a floor's Fire Alarm Systems must be submitted to the Property Manager for written approval prior to any work commencing.

4.19 FIRE ALARMS/DEACTIVATION OF SMOKE ALARMS

Prior to carrying out work which results in heat or fumes being generated, including but not limited to welding and cutting with a torch, all open flame work, all grinding, spray painting, cutting (wood, steel, floor etc), sweep dust near a smoke detector, sanding, core drilling, draining and filling of sprinkler systems and testing of maglocks or other devices added to the fire alarm system, the Tenant or Tenant's Contractor must give the Property Manager at least forty-eight (48) hours' notice, in writing, so that smoke alarms on the necessary floors can be deactivated.

In the event that the Tenant or Tenant's Contractor fails to notify the Property Manager regarding the above noted work and a fire alarm is activated resulting in a false alarm, the Tenant will be charged with the Fire Department's cost, all associated costs incurred by the attendance of the Property Manager's Building personnel, plus a fine of \$1,000 per occurrence.

A subsequent alarm may result in prohibiting the offending contractor from the Site and additional life safety management measures as required by the Landlord. All fines and charges will be the responsibility of the Tenant.

Since some time could elapse between the occurrence and the Fire Department invoice, Tenants will be advised in writing immediately after the alarm that a Tenant's Contractor was responsible and that charges will be forthcoming. It is the responsibility of the Tenant to recover such costs from the Tenant's Contractor responsible.

In the event the Tenant does not pay such amount within five (5) days after demand, the Landlord shall have the right, without limitation to any other right or remedy for the collection of such amount.

Once work has been completed by a Tenant's Contractor in an area where a request was made for the fire alarm to be isolated, it is the responsibility of the Tenant's Contractor to contact the Building Operations and Security Centre to have the zone(s) restored. If the Tenant's Contractor leaves the site unsupervised and without fire protection, the Tenant's Contractor will be fined \$500 per offence.

Questions regarding fire safety procedures are to be directed to the Property Manager.

In the event that the sprinkler or standpipe system is required to be drained, the Tenant's Contractor will be responsible for additional charges for Fire Watch.

Note: False fire alarms can be avoided by strictly adhering to the Work Permit Authorization procedure and specifying the exact nature of work to be performed. Any additional work required, as the project proceeds must also have prior written approval.

Simultaneous impairment of fire alarm and fire protection systems is not permitted (i.e. hot work is not permitted if the sprinkler system is impaired). Fire alarm and fire protection systems may not be impaired during Normal Business Hours in occupied areas.

4.20 FASTENING

The Tenant's Contractors are not permitted to use mechanical fastenings for curtain walls, window frames, or walls which may contain air/vapour barriers or special fire rated structures. Clips in lieu of screws must be used to fasten interior walls to the ceiling grid.

4.21 DAILY CLEAN-UP

The Tenant must ensure that corridors are left free of debris and dirt and marks are removed from corridor walls, floors, doors etc., on a daily basis. If this work is not completed by the Tenant's Contractor, the Landlord will provide this service at the Tenant's expense.

Drains, including janitor's sink may not be used to dispose of materials such as drywall, concrete or paint, which may clog or hamper flow through the drainage system. Tenant's Contractors must make arrangements to dispose of such materials off-site. If the drainage system becomes clogged or restricted, the Landlord may undertake, at the Tenant's expense, a full cleanup program.

4.22 PRE-OCCUPANCY CLEANING

Upon completion of Tenant's construction, the Tenant is to ensure that Tenant's Contractor cleans up and removes all construction debris from the Premises, together with all equipment and tools and the Premises are left clean and in move-in condition. Public lobbies, circulation corridors, and stairwells must also be given a post-construction cleaning.

Prior to regular office cleaning procedures, the following items, but not limited to, must be cleaned at Tenant's Contractor's cost:

- (a) Light fixtures and lenses;
- (b) Ceiling grid and ceiling tiles;
- (c) All floor coverings;
- (d) Public areas and service areas affected by the Tenant's work: corridor walls and doors, service /utility rooms, stairwells, corridors and lobbies;
- (e) Washrooms;
- (f) Fan coil units, if applicable;
- (g) Supply air diffusers;
- (h) Return and exhaust air grilles;

- (i) Lint screens and coil (cleaning shall be carried out by the Landlord's base building cleaners and charged to the Tenant's account);
- (j) Inside faces of all exterior glazing including window frames and mullions;
- (k) All interior fixtures and glazing.

Property Manager will inspect the pre-occupancy cleaning to ensure that the Premises are acceptable for occupancy. In the event cleaning is not performed by the Tenant's Contractor to the Landlord's satisfaction, the Landlord's contractor will perform such work as deemed necessary prior to opening for business, at the Tenant's expense.

4.23 PROTECTION OF BASE BUILDING ELEMENTS

The Tenant and Tenant's Contractor shall take great care to protect all Base Building Standard elements including, but not limited to, the following:

- (a) Public area: The Tenant shall be responsible for cleaning and making good, at the Tenant's expense, any damages made by the Tenant or Tenant's Contractor in all public areas. In particular this includes, but is not limited to, any damage to glazing, wall and floor finishes including sidewalks, laneways, and base building fixturing.
- (b) The Tenant shall protect all Base Building Work with appropriate protection materials and shall obtain the Landlord's approval of the protection procedure proposal prior to commencing work, moving construction materials or equipment across or within public areas.
- (c) Mechanical and electrical rooms and system components: The Tenant shall be responsible for cleaning and making good, at the Tenant's expense, any damages to the mechanical and electrical components and rooms caused by the Tenant's Contractors. In particular, floor drains shall not be used for dumping of liquid, garbage, etc.
- (d) Washrooms, where applicable: The Tenant shall be responsible for cleaning and making good, at the Tenant's expense, any damages made by the Tenant or Tenant's Contractor to the washrooms designated for Tenant construction use. The Tenant or Tenant's Contractor shall not use the washrooms for cleaning of construction tools, such as paint brushes, etc.
- (e) Stairs and access areas: The Tenant is responsible for cleaning and making good damages, at the Tenant's expense, to stairs and areas used for access during Tenant's Work. Fire doors in stairs shall not be wedged open by the Tenant or Tenant's Contractor.
- (f) Elevator: The Tenant shall not use the elevator at all during construction.
- (g) Demising partitions: The Tenant shall be responsible, at its expense, for repairing any damage made by the Tenant or Tenant's Contractor to the demising partition of the Premises.

Any damage caused by the Tenant's Contractor, material suppliers, or anyone else for whom the Tenant is responsible in law to the Development or to any property of the Landlord or other tenants shall be repaired forthwith to the satisfaction of the Landlord by the Tenant or, at the Landlord's option, by the Landlord at the Tenant's expense.

4.24 HAZARDOUS MATERIALS

All waste of a hazardous chemical or flammable nature must not be allowed to accumulate. Such waste must be removed from the Site as quickly as possible, or when directed by the Property Manager, but no later than the same day, in accordance with the material's Material Safety Data Sheet ("MSDS").

The Tenant's Contractor shall provide to the Landlord at the commencement of the project and continuing for the duration of the project MSDS for all regulated products and designated substances.

4.25 ACCESS AND DELIVERIES

Personnel access and material deliveries to the Leased Premises are to be only by routes designated by the Property Manager. The handling of items which, due to weight or dimension, require special treatment must be reviewed and arranged with the Property Manager.

4.26 SYSTEM PROTECTION AND CLEANING

No work shall commence until arrangements have been made with the Property Manager for the protection of air conditioning units. It will be the Tenant's responsibility to protect and return the filters or the Building systems to their original state in accordance with the Property Manager's specifications. It is also required that any perimeter system and window covering (if applicable) be vacuumed in order to restore it back to a "free of construction dust" condition. The perimeter unit cleaning shall be completed by the Property Manager at the Tenant's expense, as special cleaning techniques are required.

4.27 FLOOR COVERINGS

Carpets may not be glued to the floor, except where a "quick-release" type of adhesive is used and Landlord's written approval has first been obtained.

Note: The Landlord reserves the right to approve other methods of application.

Hardwood cannot be glued to the concrete slab. A sub floor or other means is to be used as approved by Landlord.

4.28 WORK CONFLICT

Tenant's Contractors' work shall be performed in a manner that will not interfere or conflict with any activities of the Property Manager, other tenants or the operation of the Building.

The Tenant must immediately correct any work which does not meet with the approval of Applicable Laws, notwithstanding the fact that the Tenant's drawings may have been approved previously by the Property Manager, its consultants or Authorities. Should the Tenant unduly delay in correcting the fault, the Property Manager may make the necessary correction at the Tenant's expense.

Any workmanship faults or deficiencies which can be reasonably attributed to the Tenant's Contractors, following completion of the work, shall remain as a contractual responsibility, subject to correction without charge to either the Landlord and/or Property Manager or the Tenant involved. Accordingly, no contract shall be considered complete without an undertaking in writing and appropriately endorsed with adequate warranties and guarantees; such undertaking to be submitted to the Tenant, with a copy to the Property Manager, upon completion of work.

4.29 ROOF WORK/ACCESS

Under no circumstances will the Tenant and/or Tenant's Contractor enter onto the roof without first obtaining prior written permission from the Landlord. All roof openings will be carried out by the Landlord's Approved Contractor at the expense of the Tenant. Tenant's Contractor will be required to sign the Building's standard "Roof Waiver" form.

4.30 FINISH HARDWARE/LOCKSMITHING

Door hardware for entrances must be keyed to the Base Building Standard master keying system. Only the Property Manager's locksmith will be responsible for producing master keys. Glass entrances must have interchangeable cores (IC) keyed to the Building grand master to minimize costs when rekeying the locks. (See Section 6.3 – Approved Contractors).

4.31 AIR BALANCING

The Tenant must provide the Landlord with an air balancing report upon completion of all Tenant's Leasehold Improvement work. The report must be completed by the Landlord's designated air balancing company, at the Tenant's expense, and must be reviewed by the Landlord's consultant prior to final submission to the Project Manager. The report is to include the following:

- (a) CFM at each light troffer and diffuser outlet when the thermostat is calling for full cooling and full heating.
- (b) Temperature at furthest light troffer and diffuser.
- (c) CFM, static pressure and temperature at AC-unit outlet when thermostat is calling for full cooling.
- (d) CFM and static pressure at exhaust grille and/or air boot outlet.
- (e) Supply and return air CFM, static pressure and temperature at main duct leaving and returning to mechanical room when thermostat is calling for full cooling.
- (f) Design and actual readings in all cases

Any change to air handling equipment shall be noted on an adhesive label showing original and revised minimum and maximum CFM. This label shall be at least 4" x 2" and placed in a readily visible location.

All changes to piping, duct work, and equipment shall be recorded in a record set of drawings and kept on-site at all times.

4.32 AIR CONDITIONING UNITS

Where air conditioning units are disconnected so that Tenant Work may take place, the units must be fully serviced by the Tenant before being reconnected to the Building system. Notice of such disconnections must be submitted in writing to the Property Manager.

Submit unit specifications, catalogue cuts, etc., to the Project Manager for acceptance. The maintenance and upkeep of tenant owned A/C units shall be the Tenant's responsibility. A maintenance contract, with an Approved Contractor, must be maintained at all times at the Tenant's expense. Forward a copy of the contract to the Project Manager, for records and review. All units using a condensate pump shall be wired such that if the condensate pump fails, the air conditioner cannot run.

4.33 TENANT'S WORK TO BE PERFORMED BY THE LANDLORD'S APPROVED CONTRACTORS

The Tenant's Work set out below shall be performed by the contractors designated by the Landlord (refer to Section 6.3 – Approved Contractors) at the expense of the Tenant:

- (a) Any Tenant Work which could affect the structural component of the Building;
- (b) All approved modifications or connections to the Building systems, including all work outside the Tenant's Premises (i.e. the Base Building Standard heating, cooling, ventilation, exhaust, controls, sprinklers, electrical distribution and life safety systems as installed by the Landlord);
- (c) The provision of additional capacity such as electrical, telephone, air handling, air conditioning, etc.;
- (d) Installation of approved modifications to the fire detections and emergency communication system;
- (e) Patching of Base Building Standard fireproofing;
- (f) Any drilling, cutting, coring and patching for conduit, pipe sleeves, chases, duct equipment or openings in the floors, walls columns or roofs of the Building as reviewed by the structural consultant and approved by the Landlord;
- (g) Installation of any mechanical attachments or other fasteners to the exterior façade (ground floor tenants only); and
- (h) Supply and installation of electrical sub-meters and BTU meters. Tenant's Contractor is responsible to supply and install water meters and gas meters, where required.

4.34 GENERAL TENANT CONSTRUCTION GUIDELINES

Standard of Workmanship and Material: All work by the Tenant and Tenant's Contractor(s) within the Leased Premises shall be completed with high quality environmentally responsible materials. All workmanship and materials shall be equivalent to the Base Building Standard and quality. Inferior materials and workmanship, which do not meet the Base Building Standard or conform to governing codes, shall be replaced at the Tenant's expense.

I. Architectural

- (a) Partitions and fixtures should not prevent access to mechanical equipment, air handling equipment i.e., controls, thermostats or other items that require periodic service. Further, partitions should align with window mullions and perimeter columns. Where applicable, to facilitate the removal of exterior windows, removable filler panels are to be used in order to extend partitions to the window mullions. (See Section 9 – Typical Standard Details).

- (b) Solid ceilings are to be provided with access panels to allow maintenance of plumbing connections, reheat coils, dampers, light fixtures, electrical junction boxes, alarm bells and other equipment with the potential for future access for maintenance or adjustment. If there is any doubt, the Property Manager must be consulted prior to the ceiling being closed.
- (c) The Tenant's Contractor(s) is/are responsible for the cleaning of A/C equipment and filters, once the project has been completed. Such work must be to the satisfaction of the Property Manager.
- (d) Locations requiring heavy loads, i.e. equipment, concentration of filing cabinets, safes and/or vaults, should be identified on drawings and loading checked and accepted by the Base Building Consultant. Any fees associated with this approval will be at the Tenant's expense.
- (e) Full height partitions in tenant spaces require return air openings suitably sized for the required air volume.
- (f) Do not obstruct thermostat location with equipment or fixtures; Coordinate thermostat locations with mechanical Base Building Consultant.
- (g) Keying of locks to be done by Base Building Consultant locksmith where applicable.
- (h) Only water-based sealers are to be used for wood or stone flooring. No solvent sealers are to be used. Only low odour and low VOC (volatile organic compound) paints and sealers are to be used. Only low odour and low VOC (volatile organic compound) paints and sealers are to be used.
- (i) All exposed metal furring at air slots is to be painted to match adjacent surface.
- (j) Partitions Perimeter Wall: double sided tape must be used where Tenant partitions butt to perimeter curtain wall, columns, core walls, demising partitions and ceilings. Fastening shall be accomplished without screws or bolts. All partitions which butt the curtain wall must be centered on the window mullions.

II. Electrical, Communications and Cabling Contractors

(a) **Codes & Standards**

Complete the installation of the work in accordance with latest editions of the Ontario Building Code, Ontario Electrical Safety Code, C.S.A. Standards, U.L.C., N.F.P.A., O.S.H.A. and other Codes as required.

(b) **Materials, Equipment and Installation**

All materials and equipment shall be new, C.S.A. certified and manufactured to CSA specified.

Where there is no alternative to supplying equipment which is not C.S.A. certified, obtain special approval from the local Electrical Safety Authority.

Provide Certificate(s) of Acceptance from the Authorities Inspection Department, upon completion of the work.

Provide all conduit up to and including 101mm (4") size, as EMT thin wall with steel set screw type fittings and weatherproof connectors with "O" rings in the sprinklered buildings. Bushings and connectors to be c/w insulated throat.

Provide flexible metal conduit for connection to motors, transformers and when crossing Building expansion joints.

Install conduits to conserve headroom, parallel and perpendicular to Building lines. Do not caddy clip conduits to ceiling hangers.

All empty conduits shall be complete with nylon pull string.

Work in other tenanted premises (adjacent, above or below) is to be arranged through the Property Manager. All such work will be after Normal Business Hours. Security supervision is required at all times, the cost of which will be at the Tenant's expense.

Light switches are recommended for all private areas and occupancy sensors for low-use areas.

(c) **Inserts, Hangers & Sleeves**

Do not use any Base Building Standard supports or equipment, including ceiling support system.

(d) **Cutting & Patching**

All cutting and patching required to the existing Building structure for the work shall be included in the contract and be acceptable to the Landlord.

Where conduit pass through fire rated walls or floors, provide fire stopping material listed with and bearing label of CSA and ULC and maintain same fire rating of building component penetration.

(e) **Access Doors**

Wherever any Base Building Standard equipment requires accessibility, maintenance or adjustment, provide access doors approved by Base Building Consultant and Landlord. Arrange for its installation by the division in whose work it occurs.

(f) **Core Drilling**

Before drilling floor slab or structural walls, x-ray slab or walls and have the locations accepted by the Landlord in writing.

Any existing Building service damage by core drilling must be repaired immediately at no cost to the Landlord.

Floor drilling is to be carried out after Normal Business Hours and at a time acceptable to Landlord.

Tenant's Contractor(s) is/are not permitted to drill, cut or chase openings of any description in any part of the Base Building Standard structure. Where such work is deemed to be necessary and acceptable to the Property Manager (and the Property Manager's structural engineers), it will be carried out by an Approved Contractor (see Section 6.3 - Approved Contractors). Any such work will require X-ray inspection of the slab prior to cutting or drilling. The Tenant shall be responsible for all costs relating to such work, including review and approval by the structural Base Building Consultant.

Unused electrical/telephone floor holes must be properly filled with concrete and a suitable plastic cup/plug. The Tenant's Contractor(s) will remove any abandoned wires in raceways or ceilings.

Tenant's Contractor(s) will be responsible for ensuring that openings, through walls or floors, are properly sealed, to safeguard the fire rating of electrical rooms and other spaces. Replacement fire-stopping will be installed in accordance with Building and Applicable Laws. Under no circumstances shall the level of fire protection be reduced.

(g) **Interruption of Services**

Interruption of electrical service to any part of the Building shall occur only by pre-arrangement with and at time suitable to the Property Manager. Interruptions shall only occur after Normal Business Hours.

(h) **Record Drawings**

Tenant's Contractor is to submit a set of record drawings and AutoCad disk to electrical Base Building Consultant for their approval and forwarding to the Landlord.

(i) **Grounding**

Ground all equipment in accordance with latest edition of the Electrical Safety Code. Provide separate green insulated ground conductor in every conduit to all devices, luminaries and feeders (panelboards, splitters, disconnect switches, etc.).

Tenant's Contractor(s) will be responsible for ensuring the need for any special grounding for computer connections and that proper interfaces are used to avoid false alarms.

(j) **Conduits & Conduit Fittings**

Conduit is to be used in all inaccessible areas, the ceiling plenum and for all home runs, BX cable is acceptable for short runs (not to exceed 10 l.f.) and accessible, but not visible (concealed) locations. Conduit must be secured to the structure. Conduit hung from other conduit, ceiling components or equipment will not be permitted.

No bare wire is acceptable in ceiling spaces used as return air plenums. Tenant's Contractor(s) will ensure that wires shall be carried in EMT or flexible metallic jackets.

(k) **Fire Alarm System**

Any changes to the Fire Alarm or Life Safety Systems must be installed and verified by the Property Manager's Approved Contractor as per National Standards of Canada specifications CAN/ULC-S524-M91 and CAN/ULC S537-97 (or the latest updated version) to preserve the integrity of Life Safety Systems. This includes any security door locks interface (electromagnetic locks) to the Fire Alarm System.

At least five (5) business days' advance notice of proposed dates must be provided for all verification work on the fire alarm system.

The Base Building Standard fire alarm system is under warranty. All electrical work including modifications, tie-ins and verification of the fire alarm system must be conducted by the Base Building Consultant at Tenant's expense. Tenant's Contractor(s) must make prior arrangements with the Property Manager for any tenant work to be performed that will affect the integrity of the Building's life safety systems.

(l) **Smoke Detectors**

Smoke detectors and duct-mounted smoke detectors will be isolated when work in an area may activate a smoke alarm (i.e. open flame, cutting or sanding). In some circumstances the isolation will be completed after Normal Business Hours at the Property Manager's sole discretion. Provide forty-eight (48) hours' advance notice of all proposed dates for isolation.

(m) **Heat Detectors**

Heat detectors will be isolated when work in an area may activate a heat detector alarm (i.e. open flame). In some circumstances the isolation will be completed after Normal Business Hours at the Property Manager's sole discretion. Provide forty-eight (48) hours' advance notice of all proposed dates for isolation.

(n) **Pull Stations/GA**

Pull stations will be isolated when work in an area may activate a pull station alarm or a GA alarm. In some circumstances the isolation will be completed after Normal Business Hours at the Property Manager's sole discretion. Provide forty-eight (48) hours' advance written notice of all proposed dates for isolation.

III. Mechanical**(a) Cutting & Patching**

All cutting and patching required to the existing Building structure for the work shall be included in the contract and be acceptable to the Landlord.

Where conduit pass through fire rated walls or floors, provide fire stopping material listed with and bearing label of CSA and ULC and maintain same fire rating of building component penetration.

Tenant's Contractor(s) will fill holes with concrete after removal of pipes or drains. Large openings shall be closed following review by the Base Building Consultant structural engineer.

Tenant's Contractor(s) will caulk and seal new installations of floor pipes and drains to prevent water leakage and to maintain the fire rating of the assembly penetrated.

(b) Demolition & Restoration

Tenant's Contractor(s) will remove and cap all water supply, drain lines, and vent connections from ceiling spaces back to core riser unless otherwise advised by the Property Manager. Future connections will be provided with a valved and capped connection in conjunction with any tie-in. All tie-ins shall be complete with isolation valves and service designation.

Tenant's Contractor(s) will be responsible for removing any abandoned or unused ductwork or piping at the Tenant's expense.

It is the responsibility of the mechanical contractor to seal any openings through walls or floors to safeguard the fire rating assembly in question.

(c) Work outside the Premises

Work in other Tenant space is to be arranged through the Property Manager. Work shall be carried out after Normal Business Hours only. Security is required at all times, all costs will be at the sole expense of the Tenant.

(d) Air balancing

Tenant's Contractor(s) will hire the approved air balancing company to re-balance the air system upon completion of work and provide a balancing report to the Property Manager. System balancing is subject to the approval of the Property Manager and will be accepted following review and approval by the Base Building Consultant engineer.

(e) Materials/Installation/Servicing

Tenant's Contractor is to install filter medium over pleated filters in compartment units and air handling equipment filters prior to start of the project. During demolition and drywall sanding stages install a temporary filter on return air openings and prevent the migration of dust into all systems and areas of the Building and Building equipment. Remove and dispose of filters at the project conclusion (i.e. clean diffusers, grilles, vents, etc.). Clean air handling equipment and compartment unit and above ceiling air plenums and other areas as required by the Property Manager.

Tenant's Contractor(s) will ensure that piping and ductwork is hung according to acceptable industry standards and to the standards of the Building (i.e. from slab or structure and not from existing piping or ductwork). Contact with ductwork or other piping/conduit is not allowed under any circumstances; all installations must be free from vibration.

Tenant's Contractor(s) will ensure that flexible ducts are secured to rigid ducts by mechanical fasteners and tape or sealant. (Tape alone is NOT acceptable). No joints will be allowed on flexible ducts.

Welding, brazing or soldering or any such activity likely to activate a smoke detector, must be approved by the Property Manager at least forty-eight (48) hours in advance of work, so that adequate precautions may be taken to prevent activation of smoke alarms and for the issuance of a work permit. All such work will be performed after Normal Business Hours. As a safety precaution, a fire extinguisher provided by the Tenant's Contractor shall be available in the immediate vicinity of the work. Upon completion of the work, the Tenant's Contractor(s) must notify the Property Manager.

All requests for air system shutdowns must be submitted in writing to the Property Manager for approval, at least forty-eight (48) hours prior to commencement of work. A Tenant's request for extra air conditioning will take precedence over a Tenant's Contractor(s) request for shutdown. All work will be performed after Normal Business Hours.

All kitchens, serveries and washrooms are to have floor drains installed. All added mechanical spaces must be concrete-curbed, floors water-proofed and floor drains installed. The Landlord reserves the right to have areas relocated during the design phase as not to cause potential damage to sensitive areas adjacent to or below. The Tenant shall be required to add protective devices as applicable (i.e. drains pans, under hot water tanks, with water sensors connected to the BAS, etc.)

(f) **Sprinklers/ Standpipes**

Tenant's Consultant is to verify that fire hose coverage is code compliant.

Filling, draining or testing of the sprinkler system must be carried out between the hours of 6:00 p.m. and 6:00 a.m. Monday to Friday or on weekend by special arrangement.

Provide seventy-two (72) hours' advance written notice of all proposed dates for shutdowns or isolation. All drain-downs and fill-ups will be done outside of Normal Business Hours as approved by the Property Manager, weeknights and on weekends. No more than one standpipe will be drained down at a time. Riser systems will not be open for more than ten minutes before it is reconnected or capped off.

SECTION 5 – BUILDING CHARGES & LANDLORD SERVICES

5.1 BUILDING CHARGES & LANDLORD SERVICES

Tenant shall pay the following to the Landlord with respect to services (“Services”) which the Landlord performs in connection with the Tenant’s Work and any other obligation of the Tenant relating to this Manual:

- (a) the total costs and expenses (collectively, the “Costs”) incurred or paid by the Landlord in connection with the Services including, without limitation, the following:
 - (i) the amounts of all contracts with contractors, consultants and suppliers and the costs that result from any contractor’s, consultant’s or supplier’s failure to perform. Without limiting the generality of the foregoing, if the Tenant’s Consultant is not a Base Building Consultant, the costs and expense of consultants retained by the Landlord to check and review such Tenant’s Consultant’s drawings and specifications and inspect the site;
 - (ii) charges levied by Authorities;
 - (iii) all taxes and duties related to the Services;
 - (iv) costs incurred due to emergencies affecting the safety of persons or property.
- (b) an administrative fee of fifteen percent (15%) of the Costs (“Fee”).

SECTION 6 – CONSULTANTS, CONTRACTORS & BUILDING INFORMATION

6.1 BUILDING INFORMATION

Landlord Information

VANDYK Group of Companies
1944 Fowler Drive
Mississauga, ON.
L5K 0A1
905.823-4606

Leasing Administrator & After Hours Emergencies

Alicia Armand
416-938-3804
aarmand@vandyk.com

David Brownlee
416-938-0110
dbrownlee@vandyk.com

Project Manager

David Tesolin
416.938.7178
dtesolin@vandyk.com

Property Manager

Brookfield Asset Management
PM – To Be Confirmed

6.2 BASE BUILDING CONSULTANTS

Architects:

Kohn Partnership Architects Inc.
Address: 116 Spadina Ave.
Suite 501
Toronto, Ontario M5K 2K6
Contact: **Andrew Muffit**
Tel: 416.703.6700
Email: amuffit@kohnarchitects.com

Electrical Consultants:

Jain Sustainability Consultants
Address: 7405 East Danbro Cres.
Mississauga, Ontario L5N 6P8
Contact: **Mihaela Gaina**
Tel: 905.285.9900 Ext. 252
Email: mgaina@jainconsultants.com

Mechanical Consultants:

Jain Sustainability Consultants
Address: 7405 East Danbro Cres.
Mississauga, Ontario L5N 6P8

Contact: **Dijana Jasarevic**
Tel: 905.285.9900
Email: djasarevic@jainconsultants.com

Contact: **Shruti Desai**
Tel: 905.285.9900
Email: sdesai@jainconsultants.com

Structural Engineers:

Read Jones Chistoffersen
Address: 144 Front Street West
Suite 500
Toronto, Ontario M5J 2L7

Contact: Andrew Bayne
Tel: 416.977.5335
Email: abayne@rjc.ca

6.3 MANDATORY CONTRACTORS

NOTE: All work affecting Landlords base building services, systems and building envelope, shall only be performed by the following sub-trades.

Mechanical	VAN MECHANICAL	T: 905.793.9444
Electrical	DIRCAM ELECTRIC	T: 905.272.6105
Fire Sprinklers	AUTOMATED FIRE PROTECTION SYSTEMS	T: 905.670.7331
Elevators	OTIS CANADA	T: 905.272.6105
Fire Alarm	Tyco Integrated	T: 800.289.2647
Roofing	Protech Roofing & Sheet Metal	T: 416.630.2300

NOTE: All Tenant Contractors performing work directly for the Tenant, must be Union.

6.4 Services Requests

With respect to issues that may arise within your premises, if the problem is of an urgent nature (ie, flooding, structural damage, etc) please contact us immediately using the after-hours emergency line.

Canada Post Mail Delivery Service

Once you have moved into the premises, you will need to contact Canada Post directly to set up mail delivery service for your business. VANDYK is NOT authorized to act on your behalf regarding mail delivery service. Please see contact info listed below:

**Canada Post – Business Customer Service Line:
1-800-267-1177**

Their customer service representatives will walk you through the set up process and answer any questions that you may have. Please note that you will need to present the following items to Canada Post in order to obtain your mailbox keys:

- Government-issued photo identification (ie, driver's license, etc)
- A copy of your lease agreement

Once you have received your mailbox keys, you may arrange to have duplicates made. Please note that Canada Post will charge for each replacement key should you lose the originals.

Phone & Internet Service

Tenants are responsible for setting up their own accounts for phone and internet service. Please contact the appropriate service provider to inquire about service availability, rates and account set up procedures. Presently the development is serviced by both Rogers Cable and Bell Canada.

Utilities

Tenants are responsible for opening their own accounts for hydro and gas services for their premises.
*****Please ensure this is completed as soon as possible after taking possession of your space.*****

If your unit had a pre-existing account set up by the Landlord this account must be transferred into the tenant/business name immediately upon possession of the space. In this situation any charges accrued after the tenant has taken possession of the space will be invoiced to the tenant along with an administrative fee.

Utility Service Access

Access to the mechanical/electrical rooms or rooftop are not available except by prior arrangement with VANDYK and then only for specific authorized purposes. Before making any appointments with utility or telecommunication providers please be sure to contact VANDYK to schedule the required access.

Locksmith & Keying Services

Upon execution of the lease agreement the tenant will receive keys to their respective premises. Additional keys/locks or replacement keys/locks can be purchased at an extra fee through our Locksmith. All requests for Locksmith Services should be submitted to VANDYK using the enclosed Locksmith Request Form (see

Appendix B). Please contact VANDYK for additional copies of this form if needed.

Windows & Glass

Due to the constant temperature fluctuations on the inside and outside of a building, any added heat retention caused by affixing objects on or close to the glass can cause stress to the glass and result in thermal breaks and cracking of the glazed units. This pertains to objects such as posters, stickers, cardboard signs, neon signs, blinds, drapes, etc.

Please ensure that any such objects are kept **at least 5 cm (2 inches) away** from the interior of the glass within your premises.

Tenant Storefront Signage

Tenant identification (storefront) signage must be erected, maintained and updated by the tenant in accordance with VANDYK's policy for these premises as per the Lease Agreement. Immediately after execution of the Lease please forward your proposed storefront signage for Landlord approval. Please see enclosed signage criteria & drawing for more information and guidelines (see Appendix C).

Please do not paint, affix, or display any signs, pictures, advertisements or decorations of any kind on the exterior of the building.

Pylon Sign – Tenant Portion

The Van Mills Centre is equipped with 2 pylon signs, one located on Erin Mills Parkway and the other facing Fowler Drive. Based on availability, tenants have the option of participating in the use of the pylon sign at their own expense. Please see the enclosed pylon insert criteria for more information and guidelines (see Appendix C). Should you wish to use the pylon sign to advertise for your business please provide a proof of the sign graphics for Landlord approval. Once your graphics have been approved by VANDYK we will forward a quote to you for the cost of production and installation.

Garbage/Waste Room

The waste area is equipped with 2 different types of receptacle for general waste and cardboard, recyclable materials (includes glass/plastic bottles, cans, etc). Please help us do our part for the environment by ensuring your waste material is separated and disposed of properly using the receptacles provided.

***** All cardboard boxes must be collapsed and flattened before being placed in the cardboard bin.**
This will help to ensure the bin doesn't fill up too quickly and will help to avoid any overflow.***

Please note that all cooking waste such as grease is required to be kept in appropriate containers *within* the tenant's premises. Please do not store or dispose of cooking grease in the waste area or anywhere on the outside of the building. Any expenses paid by VANDYK to clean up &/or remove cooking waste such as grease from the waste/garbage area or building exterior will be billed in full (including administration fee) to the tenant.

Please also note that the garbage area and the bins contained within are only to be used for waste generated from regular business activity. This excludes waste and debris resulting from construction activity by contractors. Please advise your contractors that they are responsible for removing their own debris from the site, and that dumping of materials on site or in the garbage area bins is prohibited.

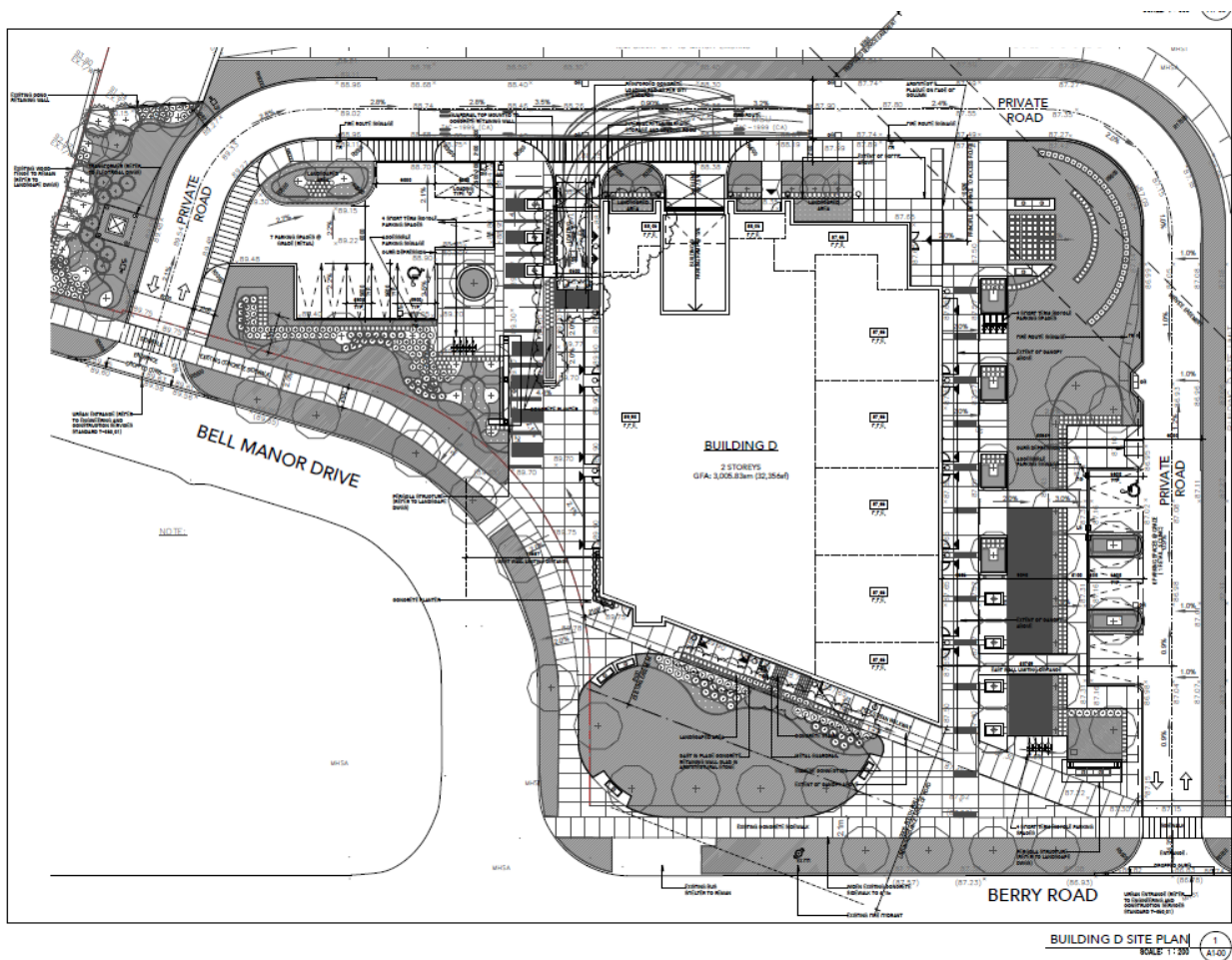
A Grease Interceptor must be hooked up to each dishwasher within your premises. An inspection must take place on a monthly basis with the report being given to the Landlord after said inspection.

Parking

In order to promote better accessibility for your customers we recommend that all Tenants and their employees use the parking spots farthest from the buildings as opposed to the spots directly in front of the buildings. The parking spaces recommended for Tenant Employees are indicated in yellow highlight on the enclosed SITE PLAN (see Appendix A).

Using the recommended areas for Tenant Employee parking will allow customers to park closer to each business and ensure maximum convenience and accessibility for all visitors.

6.5 Site Plan



SECTION 7 – FORMS

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STATUTORY DECLARATION

TO BE MADE BY THE TENANT WHEN APPLYING FOR RELEASE
OF HOLDBACK, SECURITY DEPOSIT OR BOTH UPON
SUBSTANTIAL/TOTAL PERFORMANCE

IN THE MATTER OF THE LEASE

between.....

.....Tenant

and

.....Landlord

for

.....

(insert title of the Work and the Project)

I of the of

in the Province of DO SOLEMNLY DECLARE :

THAT I am.....(See Note 1) of.....the Tenant named in the Lease above-mentioned, and as such have personal knowledge of the facts hereunder declared, and that all accounts for labour, subcontracts, products, construction machinery and equipment and other indebtedness which may have been incurred by the Tenant in the Performance of the Work (See Note 2) and for which the Landlord might in any way be held responsible have been paid in full except holdback monies properly retained.

AND I MAKE THIS SOLEMN DECLARATION conscientiously believing it to be true and knowing it is of the same force and effect as if made under oath.

DECLARED before me at the offices of

..... in the

city of in the

regional municipality of Signed

this day of.

.....20.....

.....
A Commissioner for Oaths, Notary Public, Justice of the Peace

NOTE 1: The Declaration must be made by the President, a Vice President, the Secretary, the Treasurer, or a Director of an incorporated company except that another individual may make the Declaration provided that two copies of the by-law issued under the Corporate seal authorizing such individual to execute documents accompanies the first Declaration on each Contract. For a partnership the Declaration must be made by one of the partners and for a sole proprietorship the sole proprietor himself must make the Declaration. The position of the declarant and the name of the Tenant must be clearly noted.

NOTE 2: Other indebtedness shall mean only such debts incurred by Tenant to persons in Privity of contract with him.

VANDYK

Safe Work & Access Permit

PERMIT ACTIVATION			PERMIT EXPIRATION		
Date / Time:			Date / Time:		
TENANT INFORMATION	Company name:				
Contact name:				Phone:	
Comments:					
CONTRACTOR INFORMATION	Company name:				
Contact name:				Phone:	
Comments:					
PROJECT INFORMATION	Work description:				
Tower / Area:		Floors affected:			
Specific Location:					
FIRE ZONE BYPASS	Checkmark (/) required fire systems to be bypassed for project.				
D Smoke detectors		D Heat detectors		D Manual pull stations	
D Duct detectors		D Sprinkler flow		D Tenant pre-action panel	
D Kitchen Hoods		D Sprinkle valve		D Other (specify):	
SPECIAL REQUIREMENTS	Review special requirements and indicate whether they apply to the work project or not.				
Draindown	YES / NO (CIRCLE)	Complete work permit, fax copy to building operations and attach transmission verification to permit.			
Hotwork permit	YES / NO (CIRCLE)	Complete HOTWORK PERMIT before hotwork (i.e. soldering, welding, etc.) begins.			
Standpipe draindown	YES / NO (CIRCLE)	Complete STANDPIPE DRAINDOWN FORM, fax copy to operations and attach transmission verification to permit.			
X-ray	YES / NO (CIRCLE)	Approval from Brookfield Chief Engineer required before x-raying (attach authorization material to permit).			
Rood access	YES / NO (CIRCLE)	Members requiring roof access must complete RELEASE FORM and have a harness before access is granted.			
Other (specify):	YES / NO (CIRCLE)	Comments:			
ADDITIONAL ACCESS	YES / NO (circle)				
Details:					
Authorization:	Name		Signature		
SECURITY ESCORT REQUIRED	YES / NO (circle)	If escort required, requisition form to be completed and submitted to security supervisor.			

CONTRACTOR ACKNOWLEDGEMENT			
<p>By signing below, Contractor irrevocably acknowledges that (a) it understands and has knowledge of Brookfield Properties' Health and Safety Program and the specific hazards and precautions noted herein, (b) it has received all safety training required to perform the work noted herein, and (c) violations of Brookfield Properties' Health and Safety Program may result in removal from the property and Brookfield Properties' approved contractor list. Except where the work to be performed is pursuant to a contract with the building owner(s) and/or its property manager, the Contractor hereby irrevocably acknowledges, recognizes and agrees that neither the building owner(s) nor its property manager has requested the work from the Contractor and that the Contractor's work is not being performed for, on or with the building owner(s) and/or its property manager's credit, behalf, privity, consent or direct benefit.</p>			
Contractor:	Name	Signature	Date / Time
Security:	Name	Signature	Date / Time
Tenant:	Name	Signature	Date / Time
Operations 1:	Name	Signature	Date / Time
Operations 2:	Name	Signature	Date / Time

CHANGE LOG	FOR SECURITY USE ONLY

Form 3

Construction Lien Act, 1990

NOTICE TO CONTRACTOR
UNDER SUBSECTION 19(1) OF THE ACT

TO: _____ ("Contractor")

RE: _____ ("Premises")

FROM: VANDYK Group of Companies, called the Landlord of The Shoppes at Stonegate – 10 Neighbourhood Lane

The Landlord & Property Manager of the Premises assume no responsibility for the improvement to be made by you under a contract dated _____ (insert date) between you and _____ (Tenant's Legal Name).

Date: _____

VANDYK Group of Companies. acting on behalf of itself and as the authorized agent
for the Landlord.

by: _____

I / We have authority to bind the corporation

The Contractor acknowledges and agrees to the contents of this notice:

Dated: _____

By: _____ ("Contractor")

Name: _____

Title: _____

Signature: _____

I have authority to bind the Contractor

Please complete this form and return it to VANDYK Group of Companies via Email **aarmand@vandyk.com**

Business Name:	_____	Business Type:	_____
Unit No. :	_____	Operating Hours:	_____
Mailing Address:	_____		_____
	_____		_____
	_____		_____
Main Phone No. :	_____		_____
Fax No. :	_____		_____

TENANT REPRESENTATIVE (Day-to-day correspondence & Service Authorization)	ACCOUNTING CONTACT (Check here if same as Tenant Rep.) (Rental Statements & Invoicing) _____
Name: _____	Name: _____
Title: _____	Title: _____
Mailing Address: _____	Mailing Address: _____

Phone No. : _____	Phone No. : _____
Fax No. : _____	Fax No. : _____
Email Address: _____	Email Address: _____
Email Address: _____	Email Address: _____

EMERGENCY CONTACTS (After Hours)	
Contact # 1 - Name: _____	
Home Phone No. : _____	Mobile Phone No. : _____
Contact # 2 - Name: _____	
Home Phone No. : _____	Mobile Phone No. : _____