

April 11, 2006

SECTION 1.0 INTRODUCTION

The Tenant Design Criteria Manual is prepared to assist Tenants in the design and construction of leasehold improvements before, during and after the substantial completion of the base building project. Revisions, as the nature of the project's site conditions change, will be supplemented.

The manual contains information about procedures and requirements established by the Landlord for Tenants who undertake improvements within the leased premises; it also outlines the basic design specifications for the building. The information provided here applies as a general rule and should be made available to the Tenant's designers and contractors, who are urged to acquaint themselves thoroughly with the material herein, as it will form the basis of the Landlord's approval of all Tenant submissions.

The Landlord's approval of all drawings is for the purpose of obtaining information about the intended design and use of the premises and the impact such design and use may have on the base building systems, structurally, electrically and mechanically.

By giving such approval the Landlord is not agreeing with your consultants design accuracy, only approving or disapproving of the impact on the base building systems.

It is recommended that the Tenant and/or designer visit the site to inspect and verify all site conditions prior to commencement of design work.

The Landlord reserves the right to amend or add to the information in the manual at any time and the Tenant is obliged to abide by such changes upon notification thereof. All costs associated with the compliance shall be at the Tenant's expense.

This manual is intended to reflect only standard conditions or situations and does not amend the formal Lease agreement, which is to govern in the event of any inconsistencies.

Permission to deviate from the criteria contained herein must be obtained in writing. Notes on drawings in conflict with the design criteria have no validity.

1.1 TENANT CO-ORDINATION

The primary functions of the Tenant Co-ordinator, as the Landlord's representative, are:

- To provide guidance and assistance to Tenants during both the design and construction phases of their leasehold improvements;
- To review and comment upon all Tenant submissions before work begins with the leased premises;
- To provide liaison between and among the Landlord, Landlord's contractor and consultants, the Tenant's contractor and designer.

All questions, comments and submissions relative to Tenant Co-ordination should be addressed to:

HUGH KERR / DAVID HOUSE
GWL Realty Advisors Inc.
33 Yonge Street, Suite 830
Toronto, Ontario
M5E 1G4

Telephone: (416) 359-2929
Fax: (416) 359-1199

or

BRUCE WILHELM
GWL Realty Advisors Inc.
330 University Avenue
Toronto, ON
M5G 1R8

Telephone: (416) 552-3982
Fax: (416) 204-2351

1.2 LANDLORD'S BASE BUILDING CONSULTANTS:

STRUCTURAL CONSULTANTS

Yolles Partnership Inc.
Inc.
163 Queen Street East, Suite 200
Toronto, Ontario
M5A 1S1

Telephone: (416) 363-8123
Fax: (416) 363-0341
Contact: Mr. Zoran Tanasijevic

TELECOMMUNICATIONS

Mulvey & Banani International
44 Mobile Drive
Toronto, Ontario
M4A 2P2

Telephone: (416) 751-2520
Fax: (416) 751-1430
Contact: Mr. Zdravko Crne

MECHANICAL CONSULTANTS

The Mitchell Partnership Inc.
285 Yorkland Boulevard
Willowdale, Ontario
M2J 1S5

Telephone: (416) 499-8000
Fax: (416) 499-7446
Contact: Mr. Reg Callaghan

ARCHITECTS CONSULTANTS

KPMB Architects
322 King Street West, 3rd Floor
Toronto, Ontario
M5V 1J2

Telephone: (416) 977-5104
Fax: (416) 598-9840
Contact: Mr. Chris Couse

ELECTRICAL CONSULTANTS

Mulvey + Banani International Inc.
44 Mobile Drive
Toronto, Ontario
M4A 2P2

Telephone: (416) 751-2520
Fax: (416) 751-1430
Contact: Mr. Nick Manesis

FIRE LIFE SAFETY

Leber Rubes Inc.
2300 Yonge Street, Suite 2100
Toronto, Ontario
M4P 1E4

Telephone: (416) 515-9331
Fax: (416) 515-1640
Contact: Mr. Rick Mori

FIRE LIFE SAFETY SYSTEMS CONTRACTOR

Simplex Grinnell
2400 Skymark Ave.
Mississauga, Ontario
L4W 5K5

Telephone: (905) 212-4620/4633
Fax: (905) 212-4601
Contact: Mr. Dave Hutchings

SPRINKLER CONTRACTOR

Urban Mechanical
36 Greensboro Drive
Etobicoke, Ontario
M9W 1E1

Telephone: (416) 240-8830
Fax: (416) 240-8846
Contact: Mr. John McKinnon

AIR BALANCING CONTRACTOR

AIR VELOCITIES
James McCurdy
P 905-279-4433
F 905-270-1460

1.3 REGULATORY BODIES:

The Tenant is required to design and construct its improvements in accordance with the all-applicable codes, by-laws and the directives of all governing authorities. The Tenant is also required to secure its own Building Permit and all other approvals required by law.

Department of Building & Inspections
City Hall - Ground Floor, Submission Desks
100 Queen Street West
Toronto, Ontario
M5H 2N2

Telephone: 416 338-0338

1.4 TENANT DESIGN AND WORKING DRAWINGS:

To assist the Tenant in the production of working drawings, the Property Manager can provide the Tenant with available drawings of the leased premises indicating the major elements of the base building structure and systems. Any additional drawings or information the Tenant may reasonably require for this purpose may be obtained through the Property Management Office or by surveying existing site conditions.

1.4.1 Tenant Consultants

- a) The Tenant shall engage all the Architects, Engineers and Certified Designers, collectively with the Tenant Consultants to prepare dimensioned construction drawings and specifications, which are necessary for the construction of the Tenant's leasehold improvements. The Landlord, during his review process, will use the base-building Consultants. The cost of which would be borne by the Tenant. 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.
- b) The Tenants shall inform itself regarding the by-law and code requirements as well as this Construction Standard, before preparing the plans and specifications.
- c) By giving approval to such plans, the Landlord and his consultants do not waive the Tenant's responsibility to ensure that any and all Tenant improvements meet the requirements of the Lease, this Design Criteria Manual or the code (OBC or other applicable building code or bylaws governed by the Authorities having Jurisdiction.. Further, any construction deficiencies, H.V.A.C., airflow problems, etc., are the responsibilities of the Tenant and their respective Contractor. The Landlord's review of the drawings is only to ensure that the Tenant's design does not impede the building's systems or aesthetics.

1.4.2 Approval of Tenant Drawings Submission of Preliminary Drawings

- a) The Tenant shall submit two (2) prints of his preliminary drawings and one (1) digital set showing the proposed office layout for the preliminary approval of the Landlord, which will be given within 15 business days of receipt of the submitted drawings. The preliminary drawings will be checked from the standpoint of physical compatibility and any problems encountered shall be returned to the Tenant for resolution. If required, the Tenant shall revise his preliminary drawings and resubmit them showing the proposed resolution of the Landlord's concerns for approval. The Tenant shall provide total heating and cooling capacity calculations for verification to base building capacity.

Submission of Final Plans and Specifications

- b) The Tenant shall submit one (1) digital and two (2) copies of complete working drawings and specifications for final approval by the Landlord, which will be given within 5 business days of receipt of the submitted drawings in accordance with the Construction Procedures contained in the Lease and prior to the commencement of the fixturing period. Electrical, mechanical and structural drawings must be signed and sealed by the engineer responsible for the design.

Tenant drawings shall consist of:

Floor Plans

Floor plans should have a drawing scale of 1:100 (metric) or 1/8" = 1'-0" (imperial) minimum and should show:

- a) The locations of all major fixed elements within the leased premises dimensionally related to grid lines and demising partitions;
- b) Room names and uses;
- c) The locations and layouts of rooms with unusual loading concentrations (for example, centralised filing areas, libraries);
- d) Materials and finishes throughout the premises;
- e) The number of people to occupy suite including all heat load calculations for the determination of H.V.A.C. requirements.
- f) Where the leased premises occupy less than a full floor, plans must be included of the entire floor showing the location of the leased premises and their relationship to the elevator lobby, exits, washrooms, etc. A complete fan system air balance must be performed as part of the retrofit scope of work for any partial or full floor occupancy.

Telephone and Power Outlet Plan

At not less than 1:100 or 1/8" = 1'-0" scale indicate with dimensions, location of all telephone and power outlets.

Reflected Ceiling/Lighting Plans

Floor plans should have a drawing scale of 1:100 (metric) or 1/8" = 1'-0" (imperial) minimum should show:

- a) Lighting, layout, ceiling pattern, air transfer ducts, materials and suspension-system details;
- b) The locations of any sound baffles above the ceiling;
- c) The locations of any access panels required to service building systems.
- d) The locations of any air transfer ducts through full height partition. Cross talk silencers are required for all tenant and corridor demising walls.

Elevations, Sections and Details a suitable scale to indicate partition details, baffles, doors, signage, etc.

Room Finish, Door and Hardware Schedule - Two copies of the hardware schedule must be submitted to indicate all elements including keying which must be to building standard.

Complete Mechanical, Electrical, Sprinkler, Building Automation and Life-Safety System Drawings at 1:100 or 1/8" scale, showing all work that is an alteration/addition to the base building system and all parts of the base building system that remain unchanged. Tie-ins and extensions to base building security, fire alarm, and communication systems must also be clearly shown.

Structural Drawings must only be supplied when modifications to the structure are anticipated or floor loading is anticipated to exceed design loading. These must be created by the Landlord's Structural Engineer or co-ordinated by the Landlord. The Landlord's contractor shall perform these structural modifications/ structural reviews and co-ordinated by the Landlord at the Tenant's expense.

Specifications must be submitted with the final set of working drawings describing the quality and performance standards for all of the Tenant work.

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 governing authority having Jurisdiction. The Tenant shall submit copies of the building permit and any other required permits or approvals with the Landlord, prior to the commencement of the Tenant's construction.

The Landlord shall engage, at the Tenant's expense, the Landlord's contractors, for any mechanical, electrical, fire alarm, sprinkler, security, controls and balancing modifications or additions to the base building systems.

Upon completing its review the Landlord shall return the drawings stamped and endorsed with its approval along with all comments and required corrections of the Landlord and his Consultants. The Tenant shall revise his drawings to include all the comments and corrections and provided the Landlord with a revised set of prints prior to commencing the Tenant work. Unapproved drawings shall be revised to conform to the Landlord's requirements by the Tenant and resubmitted to the Landlord for approval. 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.

1.4.3 After Approval of Tenant Drawings

Documents required prior to commencement of construction

- a) Landlord written acceptance of Tenant drawings/specifications.
- b) Copies of Addenda.
- c) Copy of Building Permit/or application.
- d) Worker's Compensation Board Clearance Certificate from general contractor.
- e) Certificates of Insurance in accordance with lease documents.
- f) Two sets of construction drawings and specifications plus one (1) set of sepias.
- g) List indicating General and Subcontractors' contact names and telephone numbers for after hours emergency use.
- h) Waiver of liability from all Contractors' staff.

Documents during Construction

- a) Copies of all site-meeting minutes.
- b) Copies of all Contemplated Changes at time of issuance to Contractors.
- c) Copies of all Architect or Designer's site visit reports.
- d) Copies of all site reports from authorities having jurisdiction.

Documents following the Completion of Work

- a) Complete set of Consultant approved "As-Built" Drawings of the installation in AutoCAD 2002 or 2004 format. Provide reproducible sepias as well as CAD diskette or CD-ROM.
- b) Letter from Tenant's Designer/professional Consultant that the installation has been completed in accordance with the contract drawings and specifications and authorities having jurisdiction.
- c) Confirmation from Tenant that all surplus base building equipment/material that is to remain the property of the Landlord has been delivered to the Landlord in working order.

1.5 TENANT CONTRACTOR(S) REQUIREMENTS:

1.5.1 The Tenant is required to engage its own Contractors for the purpose of carrying out its leasehold improvement work. All Tenant Contractors are:

- Subject to approval by the Landlord.
- Must be in good standing with the provincial Workers' Compensation Board
- Must utilise the base building automation, fire alarm/sprinkler and controls subcontractors for any leasehold improvements involving work from these trades.

1.5.2 The Tenant shall engage his Contractors to execute the Tenant leasehold improvements.

1.5.3. The Tenant Contractors are subject to the following conditions:

- a) The Landlord reserves the right to approve all construction work carried out by the Tenant's contractors to ensure its compliance with approved drawings and building standards.
- b) Insurance: The Tenant and their Contractors shall, prior to commencement of construction furnish evidence that they are adequately and properly covered by insurance, according to the following terms:
 - i) GWL Realty Advisors Inc. and The Canada Life Assurance Company, Great West Life Assurance Company and all Contractors and Subcontractors and trades of those insured, engaged in or connected with the construction within the Property are listed as additional named insured is listed on all policies;
 - ii) A Comprehensive General Liability policy be in force with a limit to any one occurrence of \$5,000,000.00. The policy shall contain a cross liability clause and shall be extended to include non-owned automobiles and blanket contractual liability, in accordance with of the Lease.
 - iii) An "all risk" of physical loss or damage policy be provided covering the total contract price for the Tenant's work, in accordance with the Lease.
 - iv) An automobile policy be in force covering all owned vehicles, with a \$1,000,000.00 combined single limit liability for bodily injury and property damage.
 - v) All Policies of insurance relating to Tenant 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 thirty (30) days written notice of cancellation or material changes to the policy holder and the Landlord.
 - vi) Evidence of the existence of insurance covered referred to in this section must be submitted to the Landlord by means of a Certificate of Insurance from the Tenant's or the Contractor's insurers or by a certified copy of the actual policy documents before commencement of Tenant's construction.
 - vii) The Tenant and their Contractor shall indemnify, defend and hold the Landlord harmless from all claims and hereby assumes all risk of damage to property or injury to persons in, upon or about the premises from any cause arising from the Tenant's construction.

Protection

The Tenant shall undertake to protect the Landlord and its interests against the placing of liens under the Construction Lien Act by the Tenant's Contractors and suppliers, and to discharge forthwith at its own expense any liens registered against the building and lands which arise as a result of the Tenant's work.

Permits

Tenant's design and construction work must comply with all applicable by-laws. The Tenant must obtain all necessary permits and approvals from the appropriate government authorities before construction begins within the leased premises.

A copy of all permits must be delivered to the Landlord through the Tenant. The Tenant must correct immediately any work that does not meet with the approval of the building inspector, even though the Tenant's drawings may have been approved previously by the appropriate government authorities and the Landlord. Any revisions to the approved drawings requested by such authorities must be brought to the attention of the Landlord immediately. Should the Tenant unduly delay the required corrections, the Landlord may make the corrections at the Tenant's expense.

A copy of the permit drawings will be available at the Landlord's request.

Approved Drawings

A set of prints of the reviewed drawings must be kept on the leased premises for the duration of the construction period, so as to be available for reference purposes to the Landlord's authorised representatives.

Construction Schedule

The Tenant must provide the Landlord prior to starting with a construction schedule outlining the start-up date, and completion date. The Landlord will also require a complete list of the Tenant's contractors and sub-trades, which will be listed on a contractor access form and registered with site security.

Existing Finishes

Tenant contractors must adequately protect all building finishes and carpets to prevent any damage. Damage to building finishes caused by Tenant contractors will be repaired by the Landlord at the Tenant's expense.

1.6 COMMENCEMENT OF TENANT'S IMPROVEMENTS:

The Tenant shall have obtained all necessary approvals and permits from all regulatory bodies having Jurisdiction over Tenant's work and evidence of all such approvals and permits shall have been provided to the Landlord.

The Landlord in writing shall have approved the Tenant's Contractors and Subcontractors.

The Tenant shall have furnished proof of insurance.

1.6.1 Inspection of Tenant Premises

- a) Prior to commencement of any Tenant work. The Tenant, his agents, and GWL Realty Advisors Inc. shall perform an inspection of the Tenant floors, including floors above and below the rented area.
- b) A signed letter shall be issued confirming acceptance of Tenant area and any damages or deficiencies shall be indicated at that time. No claims shall be considered for any items not identified on the acceptance letter.
- c) The Landlord shall issue written notice to the Tenant advising that all the conditions prerequisite to the commencement of Tenant work have been complied with to the satisfaction of the Landlord. This notice shall be presented to the Tenant contractor before he will be permitted access to the premises to begin the Tenant work.

1.6.2 Inspection of Tenant's Work In Progress

- a) The Landlord and its Agents, Architects, Engineers, and Consultants shall have unlimited access to the Tenant's premises for the purpose of inspecting the Tenant Work In Progress. The Landlord or its Architects, Engineers or Consultants may note deficiencies in the Tenant work which shall be corrected by the Tenant immediately.
- b) The Tenant contractor may be issued revisions to the documents outlining regulations and procedures for Tenant contractors and subcontractors on the job site, from time to time as site conditions warrant.
- c) After completion of Tenant work another inspection shall be made between GWL Realty Advisors Inc. and the Tenant for both Tenant areas and floors immediately above and below Tenant floors. The Landlord's Contractor at the Tenant's expense shall repair any damages caused by the Tenants Contractor in the execution of the Tenant work.

1.7 SECURITY CONTROL:

1.7.1 Keys

- a) Access into the Tenant's leased premises should be agreed upon by and arranged between the contractor and its client. Only designated Contractor personnel will be issued common area keys. These keys will be held at the Management Office and must be signed out and in on a daily basis. Re-keying costs for keys that are lost will be the responsibility of the Tenant. These costs will vary depending on the particular key lost.
- b) All Tenant construction personnel must check in and out with site security at all times.

1.7.2 Working Hours

Work other than hoisting of materials shall be carried out in the leased premises from 7:30 a.m. to 5:30 p.m., Monday to Friday. Any work needing to be done at other times must be specifically agreed upon, and arranged with the Landlord with the tenant providing a minimum of 48-hour written notice.

Hoisting of any materials and/or equipment must be booked with the Property Management office at least 24 hours ahead of time to ensure the service elevator has been converted from a regular passenger cab to a protected service cab.

All work not contained within the demising walls and exposed to the public must be enclosed by full height, one side plywood boarding painted to match the Landlord's standard colour. No work is to proceed in areas exposed to the public during rush hours, these hours being the generally accepted business hours of 8:00 a.m. to 6:00 p.m.

1.8 PUBLIC SAFETY:

- 1.8.1 It is the Tenant's responsibility to ensure that the Tenant's Contractor observes and complies with all applicable construction/safety regulations. Any additional safety regulations imposed by an authorised representative of the Landlord must also be complied with, immediately and fully. Should failure to comply result in any construction delay, the Tenant will be held responsible for all resulting costs.
- 1.8.2 The Tenant shall ensure that the Contractor and his Subcontractors observe and enforce all construction safety measures as contained in the requirements of any federal/provincial legislature, regulations, municipal by-laws and requirements and the requirements of all other Authorities having jurisdiction which may pertain to construction of the work.
- 1.8.3 In the event of any conflict between any municipal by-laws, provincial or federal legislation, the provision that sets out the most onerous or stringent requirement shall apply.

1.8.4 The Tenant must ensure that its Contractor and Subcontractors:

- a) Comply with, but not limited to all ordinances, the requirements of all Acts and Regulations with respect to health and safety including Occupational Health and Safety Act, RSO 1980 Chapter 321 (as amended) and Regulations for Construction Projects (as amended) made thereunder; and Workplace Hazardous Material Information System (WHMIS) Regulation, Ontario Regulation 644/88 including the following:
- b) Before commencement of work and throughout Contract, maintain on site and readily accessible to all those who may be exposed to hazardous materials, a list of all hazardous materials proposed for use on Site or Workplace together with current Material Safety Data Sheets (MSDS).
- c) Ensure hazardous materials used and/or supplies on site are labelled in accordance with WHMIS requirements.
- d) Provide detailed written procedures of safe handling, storage and use of such hazardous materials including special precautions, safe clean up and disposal procedures. Conform to Environmental Protection Act for disposal requirements.
- e) Ensure that those who handle and/or are exposed to or are likely to handle or be exposed to, hazardous materials are fully instructed and trained in accordance with WHMIS requirements.

1.9 EMERGENCY CONTACT:

The Tenant and its Contractors are required to inform the Property Management Office of names and telephone numbers for emergency contact in case of an emergency having to do with the Tenant's premises after hours.

1.10 TEMPORARY SERVICES:

The Tenant's contractor is responsible for the distribution of temporary power and telephone service within the leased premises during the construction period. The Tenant will be responsible for all cleaning and repair of all damages. Common areas and washrooms used by the Tenant's contractor will be the responsibility of the Tenant.

1.10.1 Power

Temporary power shall be made available by the Landlord in base-building electrical/telephone rooms and shall be charged to the Tenant's account on a pro-rata/Square foot basis.

1.10.2 Telephone

- a) The main telephone service to the base building basement communication entrance room is through Bell Canada and the Landlord must approve any other communication requirements or alternate service providers in writing.

- b) The Tenant and its Contractors requiring the use of a telephone must make arrangements to have telephone service installed within the premises. The Tenant and its Contractors will not have access to the Landlord's telephone.

1.10.3 Heat

Tenant's Contractors are to supply the necessary temporary heating units. Hook up and disconnect to the building supply line will be done by the base building mechanical trade to the Tenant's account. A consumption rate for recorded use will also be applicable to the Tenant's account.

1.10.4 Loading Dock and Deliveries

The loading dock for 180 Queen Street West is located at 17 St. Patrick Street. The facility is normally open for regular service from 8:00 A.M. to 4:00 P.M., Monday to Friday (Statutory and designated holidays excluded). Dock regulations are clearly posted and shall be followed or privileges may be suspended or withdrawn. No parking of trade vehicles is permitted. The Landlord and Property Management assumes no responsibility for breakage, damage, theft or personal injury however caused.

All deliveries of materials to the leased premises and construction site must be booked through the Management Office giving at least 48 hours notice. Large deliveries must be made before 8:00 A.M. or after 6:00 P.M., Monday to Friday or from 6:00 A.M. to 6:00 P.M. on weekends and/or Statutory Holidays.

1.10.5 Service Elevator

The service elevator is located directly off of the loading dock facilities. The elevator cannot be taken out of normal service between 8:00 A.M. to 6:00 P.M., Monday to Friday. Booking of the service elevator is on a first come, first served basis and arrangements must be made providing 48 hours written notice through the Property Management Office.

The rated load for the service elevator at 180 Queen Street is 3,500 pounds. For single piece loads exceeding 75% of its rated capacity, special arrangements may be made through the Property Management Office and/or the Elevator Contractor. Any costs incurred as a result will be at the Tenant's expense.

Building personnel may be required to be on hand to supervise and the cost of same will be at the Tenant's expense. Trades are not to utilise regular passenger elevators and are restricted to the use of the service elevator only.

1.10.6 Work Areas

All construction materials, tools, equipment and workbenches must be kept within the leased premises throughout the construction period. All public lobbies, corridors, washrooms and stairs shall be kept clear of construction materials at all times.

1.10.7 Garbage

- a) Corridors, exits, freight elevator lobbies and common areas must be kept clear at all times. Removal of all construction garbage is the responsibility of the Tenant's Contractor. Arrangements must be made for service elevator time to remove construction debris to the loading dock. Because of limited space, the Contractor must immediately remove debris from the site by whatever means possible.
- b) For clarity, removal of Tenant's construction debris will be scheduled between the hours of 6:00 PM to 6:00 AM. Bins will only be accepted on site during these hours. Booking of the service elevator for down loading must be co-ordinated through the Property Management Office with a minimum of forty-eight (48) hours' notice. The Tenant's contractor is responsible for the most efficient use of the service elevator at the Landlord's discretion. A building security representative may be required, at the discretion of Management, after hours and the cost of it will be charged to the Tenant.

1.11 TEMPORARY FIRE PROTECTION DEVICES:

Operable fire extinguishers must be kept on the leased premises throughout the construction period and these extinguishers must be sufficient in number and of suitable type to combat a potential fire in the work area. Any Contractors working with an open flame must provide their own fire extinguishers in an operable condition. Base building extinguishers are not to be removed from cabinets. Approval from Building Management must be obtained before any work of this nature is undertaken.

1.12 SECURITY OF LEASED PREMISES:

The Tenant is fully responsible for the physical security of the leased premises and the contents thereof throughout the construction period and occupancy. The Tenant's Contractor(s) shall be restricted to the enclosed leased area for all work and storage of all construction materials, tools and equipment.

1.13 FASTENINGS:

Tenant contractors are not permitted to mechanically fasten to window frames, fire-rated walls or exterior walls containing structural air/vapour barriers. Clips must be used to fasten interior partitions to the ceiling grid, screws are not permitted.

1.14 PROTECTION OF BASE BUILDING ELEMENTS:

- 1.14.1 Windowsill enclosures shall not be used as a step or for storage of materials, etc. Repairs for damages shall be the responsibility of the Tenant.

1.14.2 Mechanical and Electrical Room

The Tenant shall be responsible for cleaning and making good any damages to the Mechanical and Electrical rooms. In particular, floor drains shall not be used for dumping of liquid garbage, etc.

1.14.3 Ceiling Grid

Base building construction has erected the ceiling grid to typical floor ceilings. The Tenant shall be responsible for any damages to this grid due to Tenant work.

1.14.4 Stairs and Access Areas

The Tenant is responsible for cleaning and making good damages to stairs and areas used for access during Tenant work. Note: stairs, lobbies, and corridors damaged must be made good. Tenant Contractors shall not wedge fire doors in stairs open. The Landlord, at the Tenant's expense, shall repair any damages to elevator cabs, doors or frames.

1.15 ACCESS PANELS:

Access panels in wall, ceiling and floor construction must be provided by the Tenant at its own expense and as directed by the Landlord to permit necessary access to equipment or services. The Contractor is to co-ordinate on site the location, number of panels etc. with the Building Management Office.

1.16 TIE-INS:

The Tenant must obtain the Landlord's permission in writing before installing any tie-ins mechanical, fire protection or life/safety systems, controls, and before testing any such tie-ins. Where any tie-ins are made to existing services i.e., domestic water, sanitary, etc. provisions for future accessibility and isolation must be made, and are the responsibility of the Tenant or their contractor. At the sole expense of the Tenant, the Landlord's fire safety consultant shall be retained to verify any and all fire system alterations. An addendum certificate must be provided to the Property Management Office.

1.17 FIRE ALARM:

1.17.1 Sprinkler System

All revisions to the base building sprinkler system must be approved by the Landlord or authorized personnel. The sprinkler control valve will be closed and the sprinkler line drained down each day until all Tenant revisions on each floor are completed. All sprinkler systems components must be able to be made operable at the end of each day. The Landlord must be contacted forty-eight (48) hours in advance of any proposed sprinkler work, and before commencing work on the site. **All precautions must be taken to ensure false fire alarms do not take place.** Charges will be levied against the Tenant's account (\$500 per alarm), etc. Sprinkler work requiring isolation of occupied

areas must be completed during normal business hours (9:00 AM to 5:00 PM, Monday to Friday). The contractor must provide a fire watch person for occupied areas in accordance with the building fire plan. Work outside of these hours must be scheduled with the Building Management Office.

After completion of all Tenant work the system must be water pressure tested at 150 p.s.i. for two hours. The Landlord's base building engineering consultant must witness the test and send the test certificate to the Property Management Office. The sprinkler system will be reactivated once all tests have been approved. The Tenant is responsible to ensure that the relocation or addition of heads conforms to all applicable N.F.P.A. standards, I.A.O. Requirements and to all authority requirements.

- a) A temporary smoke detection system must be installed in the event that the sprinkler system and building smoke detection system becomes inoperable at the end of each day.
- b) A full set of approved hydraulic calculations and drawings must be forwarded to the Property Management Office from the sprinkler contractor prior to any work commencement.

1.17.2 Fire Alarm and Devices

All work performed on the base-building fire alarm system shall be performed by the base-building fire alarm contractor unless otherwise approved by the Landlord. All costs associated with this work shall be borne by the tenant.

Arrangements must be made with the Property Management Office prior to performing any work on the fire alarm system. Only building personnel are allowed to isolate the fire alarm panel when modifying, installing and/or relocating any alarm devices (i.e. pull stations, communication speakers, fire alarm bells, etc.). The Tenant will be charged \$500.00 per alarm should the Tenant's contractor inadvertently cause an alarm. The Fire Alarm System must be in an operable condition at the end of each day before 5:00 P.M.

1.18 DRILLING OR CUTTING WORK:

The Tenant's contractors may not drill or cut openings of any type in any part of the base building structure. Where such work is deemed to be necessary, it must be approved in writing by the Landlord and the Building Structural Engineer, carried out at the Tenant's expense outside regular office hours. X-ray of slabs is required. All hammer drilling must be done before 7:30 AM or after 6:00 PM. All hole locations shall be submitted in drawings, accompanied by the X-rays for review and approval by the Property Management Office prior to drilling.

1.19 WELDING AND ANY OPEN FLAME WORK:

Open flames for welding, cutting or other purposes are not permitted without the prior consent of the Landlord. Proposed work of this nature must be approved by Base Building Operations in writing with at least 48 hours notice before the work is to be done.

An operational fire extinguisher must be available in the immediate vicinity of the work, in addition to those already present. The Tenant Contractor shall co-ordinate shut off or covering of the smoke detectors with Building Operations. Should the Tenant's Contractor neglect to notify Operations regarding the above-noted work and a fire alarm is activated, resulting, in a false alarm, the Tenant contractor will be charged with all associated costs plus a fine of \$500.00 per occurrence.

1.20 WATER SYSTEM SHUTDOWNS:

All requests for water system shutdowns (fire, line, domestic, water, etc.) must be submitted in writing for approval at least forty-eight (48) hours before the shutdown date to the Property Management Office.

1.21 CARPET INSTALLATION:

Carpets may not be glued to the floor, except when a "quick-release" type of glue is used and the Landlord's approval has been obtained. Installation of all carpet within the Tenant's premises must be completed after normal business hours.

1.22 PLUMBING:

Where plumbing is removed from Tenant premises, all water supply, drain lines and vent connections must be removed from the ceiling spaces back to the core riser and properly capped. Installation of water meter(s) will be required on all incoming lines to the Tenant's premises servicing any kitchens, private washrooms and HVAC equipment.

1.23 DAILY CLEAN-UP:

Contractors must ensure that corridors are left free of debris and must remove dirt and marks from corridor walls, floors, doors, etc., on daily basis. Where special cleaning is required to maintain the corridor's neat appearance, such cleaning will be done at the Tenant's expense.

1.24 COMPLETION OF WORK:

1.24.1 At the completion of work, the Tenant must provide the Landlord with a complete set of "as-built" sepia drawings. An Ontario Hydro Certificate of Approval must also be submitted.

1.24.2 All elements of the base building, such as, but not limited to, light fixtures, ceiling tiles, doors and frames, hardware etc., that the Tenant removes with the approval of the Landlord remain the property of the Landlord and must be delivered over to him.

- 1.24.3 At the completion of construction the leased premises must be left clean and in a “move-in” condition. The Landlord's cleaning contractor may be retained at the Tenant's expense to complete this work.
- 1.24.4 In addition to the foregoing obligations, Tenants are also responsible for ensuring, before premises are occupied or re-occupied, that the following areas and/or items are cleaned:
- light fixtures and lenses
 - ceiling and ceiling tiles
 - floor tiles and carpets
 - corridor walls and doors immediately adjacent to the leased premises
 - interior side of perimeter window frames (sills, jambs, headers)
 - lint screens and coil (cleaning shall be carried out by the Landlord's base building cleaners and charged to the Tenant's account)
 - interior side of all perimeter exterior windows and any partition glass installed within the leased premises.
 - all service rooms
 - venetian blinds (cleaning of the blinds shall be carried out by the base building cleaning company, and charged to the Tenant's account)
 - The filters for the floor air-handling unit must be replaced following construction.

1.25 STATUTORY DECLARATION FORM:

The Tenant and its General Contractor must complete and execute a Statutory Declaration Form protecting the Landlord against any and all liens, charges or claims for any work performed or material furnished.

1.26 AIR BALANCING REPORT:

The Tenant must engage through the Landlord, **the Landlord's air balancing Contractor** to provide an air balancing report upon completion of all leasehold improvement work including all expansions and new renovations. The report must be done at the Tenant's expense and must be reviewed by the Landlord's consultant. A complete floor fan system air balance must be performed as part of the retrofit scope of work for any partial or full floor occupancy.

1.27 DAMAGE:

- 1.27.1 Once a floor has been handed over to a Tenant's General Contractor, the Contractor is responsible for the floor. All floor deficiencies will be confirmed in writing with mutual acceptance to be in perfect condition unless, prior to start of any work, an inspection by the Contractor and a Representative of the Landlord determines otherwise.

1.27.2 If during the construction period, should the Tenant's contractor or other forces working for the Tenant cause damage to the premises or public areas of the building, the Landlord, at its option, will carry out repairs at the Tenant's expense.

1.28 CONSTRUCTION NOISE:

Work such as coring, chipping and drilling MUST be carried out during non-business hours with the Landlord's approval in advance. The Landlord reserves the right to request any work involving noise levels that are sufficient to result in the disruption of surrounding Tenant's quiet enjoyment of their leased Premises, be immediately stopped and reschedule to an after hours time frame. Under no circumstances will the Landlord be held accountable for any cost increases incurred by the Tenant or his Contractor for alternate scheduling of the associated work.

1.29 SITE MEETINGS:

The general contractor is to arrange and record at regular intervals during construction, site meetings to include representatives of the Tenant, General Contractor, Sub-trades and Property Management, in order to deal with any problems, alter or arrange schedules and update work progress, etc.

1.30 SPECIAL LANDLORD'S CHARGES: PAYABLE BY TENANT:

In cases of specialized construction or renovation where the Landlord provides special facilities, equipment or services, special charges may be levied. The Property Management Office will inform the Tenant of such costs, whenever possible, before the costs are incurred.

1.31 LANDLORD SUPERVISION FEES: PAYABLE BY TENANT:

The Property Management Office will provide the Tenant with a schedule of the fees that will be charged to the Tenant for the Landlord's supervision of leasehold improvement work depending upon the size and complexity of the project. Charges at the time of this manual's printing are subject to the contemplated Lease Agreements.

1.32 AMENDMENTS TO LEASEHOLD IMPROVEMENT AREA:

The foregoing information, procedures and regulations may be amended from time to time by the Landlord. After receiving notification of such changes, Tenants must comply with any new requirements.

