

SECTION I

INFORMATION, PROCEDURES, AND REGULATIONS

1. TENANT CO-ORDINATION

The primary functions of the Construction Services Project Manager, as the Landlord's representative, are:

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

The following individuals can provide answers to any questions, comments and submissions:

PAUL MILBURY

Manager, Technical Services
GWL Realty Advisors Inc.
33 Yonge Street, Suite 418
Toronto, Ontario
M5E 1G4
(T) 416 363 3231
(F) 416 363 1483

HEIDI LABRASH

Sr. Property Manager
GWL Realty Advisors Inc.
33 Yonge Street, Suite 418
Toronto, Ontario
M5E 1G4
(T) 416 363 9845
(F) 416 363 1483

2. LANDLORD'S BASE BUILDING CONSULTANTS

STRUCTURAL CONSULTANTS

Halcrow Yolles
163 Queen Street East
Toronto, Ontario
M5A 1S1

Telephone 416 363 8123
Fax: 416 363 0341
Contact: Mr. Gary Moloney

TELECOMMUNICATIONS

Netricom
20 Dovedale Court
Scarborough, Ontario
M1S 5A7

Telephone: 416 285 4403
Fax: 416 288 9473

MECHANICAL CONSULTANTS

Hidi Rae Consulting

1 Yonge Street, Suite 2100
Toronto, Ontario
M5E 1E5

Telephone: 416 364 2100
Fax: 416 364 2276
Contact: Mr. Kaz Swiderski

BUILDING CODE & FIRE PROTECTION CONSULTANTS

Larden Muniak Consulting Inc.

4195 Dundas Street West, Suite 233
Toronto, Ontario
M8X 1Y4

Telephone: 416 762 3808 ext. 227
Fax: 416 762 7746
Contact: Ms. Amy Pothier

ELECTRICAL CONSULTANTS

Mulvey + Banani

44 Mobile Drive
Toronto, Ontario
M4A 2P2

Telephone: 416 751 2520
Fax: 416 751 1430
Contact: Mr. Rob Marcuzzi

Hidi Rae Consulting

1 Yonge Street, Suite 2100
Toronto, Ontario
M5E 1E5

Telephone: 416 364 2100
Fax: 416 364 2276
Contact: Mr. Kaz Swiderski

ARCHITECTURAL CONSULTANTS

Comley Van Brussel

2600 Skymark Avenue, Building 8, Unit 101
Mississauga, Ontario
L4W 5B2

Telephone: 416 621 7745
Fax: 905 602 8720
Contact: Mr. Angelo Gatti

Gio Tan Design Associates

365 Bloor Street East, Suite 1003
Toronto, Ontario
M4W 3L4

Telephone: 416 285 4403
Fax: 416 288 9473
Contact: Ms. Patricia Rynkun

3. REGULATORY BODIES

The Tenant is required to design and construct its improvements in accordance with any and all applicable Building Codes, By-Laws, and directives of all governing authorities. The Tenant is also required to secure its own Building Permit and all other approvals required by law. Building Permits may be obtained at:

Department of Building & Inspections
City Hall - 15th Floor, East Tower
100 Queen Street West
Toronto, Ontario
M5H 2N2

4. TENANT DESIGN AND WORKING DRAWINGS

To assist the Tenant in the production of working drawings, the Landlord (upon request) can provide the Tenant with any available drawings of the leased premises indicating the major elements of the base building structure and its 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.

4.1 Tenant Consultants

- 4.1.1 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. 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. Any added cost for either or both of these requirements would be at the Tenant's expense.
- 4.1.2 The Tenant shall make themselves familiar with the by-law and code requirements as well as this Design Criteria Manual, before preparing the plans and specifications.
- 4.1.3 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 relevant and applicable Building Codes. Furthermore, any construction deficiencies, H.V.A.C., airflow problems, etc., are the responsibilities of the Tenant and their respective contractor(s). The Landlord's review of the drawings is only to ensure that the Tenant's design does not negatively impact the building's systems or aesthetics.

4.2 Approval of Tenant Drawings Submission of Preliminary Drawings

- 4.2.1 The Tenant shall submit two (2) prints of preliminary drawings and one (1) digital set showing the proposed office layout for the preliminary approval of the Landlord, which will be given within 10 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 the preliminary drawings and resubmit them showing the proposed resolution to the Landlord's concerns, for approval. The Tenant shall provide total heating and cooling capacity calculations for verification to base building capacity.
- 4.2.2 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 10 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 an Engineer (responsible for the design) licensed to practice Engineering in the Province of Ontario.

Tenant drawings shall consist of:

1. Floor Plans

Floor plans should have a drawing scale of 1:100 (metric) or 1/8" = 1'-0" (imperial) 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, numbers (if applicable), and uses;
- c. The locations and layouts of rooms with unusual loading concentrations (for example, centralised filing areas, libraries), including a listing of loading conditions;
- d. Materials and finishes throughout the premises;
- e. The number of people to occupy the suite, including all heat load calculations for the determination of H.V.A.C. requirements (may need more info re ASHREA standards); and,
- 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.

2. Telephone and Power Outlet Plan

Drawing scale must be 1:100 (metric) or 1/8" = 1'-0" (imperial) with dimensions and locations of all telephone and power outlets.

3. Reflected Ceiling/Lighting Plans

Floor plans should have a drawing scale of 1:100 (metric) or 1/8" = 1'-0" (imperial) and 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; and,
- d. The locations of any air transfer ducts through full height partition. Cross talk silencers are required for all tenant and corridor demising walls.

4. Sections and Details

Sections and details must be drawn to a suitable scale and shall indicate partition details, baffles, doors, etc.

5. 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 existing building standards.

6. Complete Mechanical, Electrical, Sprinkler, Building Automation and Life-Safety System Drawings

Drawings must be scaled 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.

7. Structural Drawings

Structural drawings must only be supplied when modifications to the structure are anticipated. 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 and will be coordinated by the Landlord at the Tenant's expense.

8. Specifications

Project 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 Tenant shall engage, at the Tenant's expense, the Landlord's contractors, for any mechanical, electrical, sprinkler, controls and balancing modifications or additions to the base building systems. The Landlord must be notified prior to any modifications 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 before executing any 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 and/or its Consultants.

4.2.3 Following Approval of Tenant Drawings

1. Documents required prior to commencement of construction
 - a. Landlord written acceptance of Tenant drawings/specifications;
 - b. Copies of Addenda (i.e. contract amendments);
 - c. Copy of Building Permit;
 - d. Worker's Compensation Board Clearance Certificate from general contractor and sub-trades;
 - e. Certificates of Insurance in accordance with Lease documents;

- f. Two (2) sets of construction drawings and specifications plus one (1) set of electronic CAD files on CD;
 - g. List indicating General and Subcontractor's contact names and telephone numbers for after hour emergency use;
 - h. Project schedule, including construction meeting schedule; and,
 - i. Letters of acknowledgement from Architects, Engineers (if different from Base Building Consultants), and the General Contractor stating they have read and will adhere to the Design Criteria Manual and its requirements.
2. Documents During Construction
- a. Copies of all site-meeting minutes to the Construction Services Project Manager and Manager of Technical Services;
 - b. Copies of all Contemplated Changes at time of issuance to Contractors;
 - c. Copies of all Architect or Designer site visit reports; and,
 - d. Copies of all site reports from authorities having jurisdiction.
3. Documents following the Completion of Work
- a. Complete set of Consultant approved "As-Built" Drawings of the installation in AutoCAD 2000 or 2002 format. Provide drawings in electronic format (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;
 - d. Written verification that air balancing deficiencies have been identified and corrected; and,
 - e. Letter from the City of Toronto confirming that the building permit is closed.

5. TENANT CONTRACTOR(S) REQUIREMENTS

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:

- a. Subject to approval by the Landlord;

- b. Must be in good standing with the Workplace Safety and Insurance Board (WSIB); and,
- c. Must utilize the base building automation, fire alarm/sprinkler and controls subcontractors for any leasehold improvements involving work from these trades.

5.2 The Tenant shall engage their Contractors to execute the Tenant leasehold improvements.

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:

All Contractors and Subcontractors connected to any work within the Property are required to list the following on all Certificates of Insurance (insurance policies):

Certificate Holder:
GWL Realty Advisors Inc.
33 Yonge Street, Suite 418
Toronto, Ontario
M5E 1G4

Additional Insured (use same address):
London Life Insurance Company
1213763 Ontario Inc.

- c. A valid Comprehensive General Liability policy 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;
- d. 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;
- e. An automobile policy be in force covering all owned vehicles, with a \$2,000,000.00 combined single limit liability for bodily injury and property damage;

- f. 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;
- g. 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; and,
- h. 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.
- i. The Contractor is to complete a Tenant Work Permit Request Form, which can be obtained from the Tenant Services Coordinator at the Property Management Office. A sample of the Form can be found at the end of this Manual.
- j. Must sign-in with Security at the beginning of every work day and receive approved Contractor Access Passes.
- k. Appropriate work attire must be worn at all times (i.e. company shirt, no ripped/torn clothing, presentable appearance, etc.).

5.4 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.

5.5 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 or by the Tenant's representative. 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. All permits **must be closed** with governing authorities upon completion of the work. A copy of the closed permit(s) must be submitted to the Landlord.

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

5.6 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 authorized representatives.

5.7 Construction Schedule

The Tenant must provide the Landlord (prior to commencing construction activities) 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.

5.8 Existing Finishes

The Tenant's 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.

5.9 Exposed Construction Premises

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.

5.10 Tenant's Contractor Access Requirements

All Tenant construction personnel must check in and out with site security at all times.

6. COMMENCEMENT OF TENANT'S IMPROVEMENTS

6.1 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.

6.2 The Landlord in writing shall have approved the Tenant's contractors and sub-contractors.

6.3 The Tenant shall have furnished proof of insurance.

6.4 Inspection of Tenant Premises

Prior to commencement of any Tenant work. The Tenant, his agents, and the Landlord's representative shall perform an inspection of the Tenant's premises.

A signed letter shall be issued confirming acceptance of Tenant area and any damages or deficiencies shall be indicated at that time. If any claims of deficiencies are made subsequent to the aforementioned inspection, and have not been documented prior to the commencement of work, the Tenant will be held responsible and shall correct said deficiencies to the Landlord's satisfaction solely at the Tenant's cost.

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.

6.5 Inspection of Tenant's Work In Progress

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 solely at the Tenant's cost.

The Tenant's 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.

After completion of Tenant work another inspection shall be of the premises between the Landlord's representative and the Tenant, to be scheduled by the Tenant.

7. SECURITY CONTROL

7.1 Keys (or Access Cards)

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 Security Desk 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.

7.2 Working Hours

Generally accepted business hours of operation are from 8:00 a.m. to 6:00 p.m. No work is to proceed in areas exposed to the public during normal business hours.

Construction materials for the premises shall be delivered prior to 8 a.m. or after 6:00 p.m. using only the service elevator, Monday to Friday. Work within reasonable noise limits may be carried out during normal working hours; however, tenant complaints will not be tolerated. If construction activity during business hours generates tenant complaints, the Landlord reserves the right to cease work immediately. It is then the responsibility of the Tenant and/or Tenant's Contractor to reschedule work outside of generally accepted business hours solely at the Tenant's expense. Any work which to be done at other times must be specifically agreed upon and arranged with the Landlord providing a minimum of 24-hours notice; weekends subject to availability.

For further clarification of construction activities which generate noise, please see Item Numbered 30 of this Section.

8. PUBLIC SAFETY

- 8.1** It is the Tenant's responsibility to ensure that the Tenant contractor observes and complies with all applicable construction/safety guidelines and regulations. Any additional safety regulations imposed by an authorized 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.
- 8.2** The Tenant shall ensure that the Contractor and all 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.
- 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.
- 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 there under; and Workplace Hazardous Material Information System (WHMIS) Regulation, Ontario Regulation 644/88;

- 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 which conform to the Environmental Protection Act for disposal requirements;
- e. Ensure that those who handle and/or exposed to or are likely to handle or be exposed to, hazardous materials are fully instructed and trained in accordance with WHMIS requirements; and,
- f. Ensure that all chemicals and hazardous materials are disposed of according to the relevant standards, policies, and procedures.

9. EMERGENCY CONTACT

- 9.1** The Tenant and its Contractors are required to provide the Landlord's representative with the names and telephone numbers for contact in case of an emergency relating to the Tenant's premises or any activities within.

10. TEMPORARY SERVICES

10.1 Restrooms and Common Areas

Common areas and washrooms may be used by the Tenant's Contractor. The Tenant's Contractor is to coordinate additional cleaning requirements with the Landlord's representative during the construction period. Should the common areas be soiled by any trades using the facilities, the Tenant will be held completely responsible and billed for any cleaning services required plus the Landlord's mark-up for administration and coordination.

10.2 Power

- a. The Tenant's contractor is responsible for the distribution of temporary power and telephone services within the leased premises during the construction period.
- b. The Tenant will be responsible for all cleaning and repairing any and all damages.
- c. 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.

10.3 Telephone

The main telephone service to the building is through Bell Canada. The Landlord must approve any other communication requirements in writing.

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.

10.4 Heat

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

10.5 Loading Dock and Deliveries

The loading dock for 33 Yonge Street is located off of Wellington Street. The facility is open for regular service from 6:00 A.M. to 6:00 P.M., Monday to Friday (Statutory and designated holidays excluded). Dock regulations are clearly posted and shall be adhered to at all times. Failure to do so may result in a revocation of privileges. The Landlord and Property Management assume no responsibility for breakage, damage, theft or personal injury however so caused.

All deliveries of materials to the leased premises and construction site must be booked through the Landlord's representative providing a minimum of 48 hours notice. Large deliveries must be made before 8:00 A.M. or after 6:00 P.M., Monday to Friday or from 8:00 A.M. to 6:00 P.M. on weekends and/or Statutory Holidays, subject to availability.

10.6 Service Elevator

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

Please note that under Section 3.9.2.2.1 of the CSA B44 94 Elevator Code, the weight of any single piece of freight or of any single hand truck and its load cannot be more than 25% of the rated load of the service elevator. The rated load for the service elevator at 33 Yonge Street is 3,500 pounds; therefore, in order to comply with the respective code, no single load can exceed 875 pounds. For single piece loads exceeding 25% rated capacity, special arrangements may be made with the Elevator Contractor to be arranged by the Property Management Office. Any costs incurred as a result will be solely at the Tenant's expense.

Personnel required to supervise on-site activities, and the cost of same, will be at the Tenant's expense. **Trades are not to utilize regular passenger elevators and are restricted to the use of the service elevator only during regular business hours.**

10.7 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. Construction activities must respect any and all applicable Fire Safety Regulations.

10.8 Garbage

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 elevator time to remove construction debris to the loading dock. Due to space constraints, the Tenant or the Tenant's Contractor must immediately remove debris from the site by whatever means possible at the Tenant's expense.

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 transporting debris must be co-ordinated through the Property Management Office with a minimum of 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 representative may be required, at the discretion of Property Management, after hours and the cost which will be charged to the Tenant.

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 the Property Management Office must be obtained before any work of this nature is undertaken.

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.

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.

14. PROTECTION OF BASE BUILDING ELEMENTS

14.1 Radiator enclosures shall not be used as a step or for storage of materials, etc. Repairs for damages shall be the responsibility of solely the Tenant.

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 waste, etc.

14.3 Ceiling Grid

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

14.4 Stairs and Access Areas

The Tenant is responsible for cleaning and making good any and all damages to stairs and other common areas used for access during Tenant work, and caused by the Contractors. Tenant Contractors shall not wedge fire doors in stairwells open. The Landlord at the Tenant's expense shall repair any damages to any elevator cabs, doors or frames.

15. ACCESS PANELS

Access panels in wall, ceiling and floor construction must be provided by the Tenant at their 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 Property Management Office.

16. TIE-INS

The Tenant must obtain the Landlord's permission in writing before installing any tie-ins such as mechanical or fire protection or life/safety systems, 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, the costs of which are the sole 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.

17. FIRE ALARM

17.1 Sprinkler System

All revisions to the base building sprinkler system must be approved by the Landlord or authorized personnel in writing. 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 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 (cost plus 15% administration fee), 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 at the Tenant's sole expense. Work outside of these hours must be scheduled with the Property Management Office. Any work concerning the Standpipe must also be scheduled 48 hours in advance; to be done after 6:30pm and be completed before 7:30am.

After completion of all Tenant work the system must be water pressure tested at 150 psi 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; and,
- 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.

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 solely 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.). Audible verifications to system must be between 12am and 7:30am. 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.

18. LIGHTING CONTROL SYSTEM

33 Yonge Street employs a sophisticated, dimmable and individually addressable lighting control system throughout the building by the manufacturer Fifth Light Technologies. This system controls most all light fixtures, but does not include pot lights, various common area lighting elements, or emergency light fixtures.

Whenever a Tenant chooses to carry out alterations to the existing lighting system, be it in layout or in quantity of light fixtures, a Base Building electrical contractor who is familiar with the system and its various requirements is to be utilized (Please see Section IV – Approved Contractors for a list of approved contractors and their corresponding contact information).

Should you require any clarification regarding the system, or more detailed information, we recommend the Tenant's contractors contact Fifth Light Technologies directly (contact information found in Section IV – Approved Contractors).

Upon commencement of any construction related activities, it is the Tenant's responsibility to ensure that the integrity of the system is maintained at all times (i.e. not damaged by construction activities). Should the system cease to function correctly and require servicing as a result of any construction related activities; the Tenant will be invoiced for all work orders including an administration and coordination fee.

It is also the Tenant's responsibility to commission any and all changes made to the lighting system, to ensure that the integrity of the system is maintained. Any and all costs pertaining to the commissioning of the lighting system are solely the Tenant's responsibility. The commissioning process is to be handled by Fifth Light Technologies Inc (FLT). FLT's contact info can be found in Section IV – Approved Contractors.

19. ELECTRICAL PANEL AND TENANT SUBMETERING SYSTEM

As part of the work to build-out a Tenant's new premises, the Tenant is required to install, at their sole expense, separate electrical panel(s) for any electrical services supplied to said premises (unless stipulated otherwise). All newly installed electrical systems must be tied into the new electrical panel(s). Additionally, all existing electrical systems within said premises are to be relocated to the newly installed panel.

Tenants are required to install; at their sole expense, Measurement Canada Approved Meter Manager™ Electronic Submeters supplied by Carma Industries.

Electronic Submeters for electricity measurement are required for all tenant electrical services, including receptacle power, mechanical units, lighting and supplementary air conditioning units, etc, unless otherwise stipulated by Property Management.

20. DRILLING OR CUTTING WORK

All hammer drilling must be done before 7:30 AM or after 6:00 PM.

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's Structural Engineer, carried out solely at the Tenant's expense. X-raying of the structure is mandatory; **1 weeks** notice is required. All core locations shall be submitted in drawings, accompanied by the X-rays for review and approval by the Landlord's representative a minimum of three (3) business days prior to proposed drilling.

21. 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 the Property Management Office. Should the Tenant Contractor neglect to notify the Property Management Office 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 plus an administration fee.

22. WATER SYSTEM SHUTDOWNS

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

23. 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.

24. 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.

25. 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 by the Landlord's service provider solely at the Tenant's expense.

26. COMPLETION OF WORK

- 26.1 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.
- 26.2 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, the delivery of which must be coordinated with the Property Management Office.
- 26.3 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 sole expense to complete this work.
- 26.4 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:
 - a. Light fixtures and lenses;

- b. Ceiling and ceiling tiles;
- c. Floor tiles and carpets;
- d. Corridor walls and doors immediately adjacent to the leased premises;
- e. Perimeter radiation units (inside and outside);
- f. Lint screens and coil (cleaning shall be carried out by the Landlord's base building cleaners and charged to the Tenant's account);
- g. Interior side of all perimeter exterior windows and any partition glass installed within the leased premises;
- h. All service rooms;
- i. Venetian blind (excluding perimeter blind) cleaning shall be carried out by the base building cleaning company, and charged to the Tenant's account; and,
- j. The filters for the floor air-handling unit must be replaced following construction.

27. 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.

28. AIR BALANCING REPORT

The Tenant must coordinate through the Property Management Office, 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.

29. DAMAGE

29.1 Once a floor has been handed over to a Tenant's General Contractor, the Contractor is responsible for the entire premises. 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.

29.2 If during the construction period, should the Tenant's Contractor or Sub-Trades cause damage to the premises or public areas of the building, the Landlord, at its option, will carry out repairs at the Tenant's sole expense.

30. CONSTRUCTION NOISE

Work such as coring and drilling MUST be carried out during non-business hours with the Landlord's written approval in advance. The Landlord reserves the right to cease any work that disrupts the surrounding Tenant's right to quiet enjoyment. Ceased work may be rescheduled at the Tenant's (carrying out the work) sole expense. Under no circumstances will the Landlord be held accountable for any cost increases incurred by the Tenant/Contractor for alternate scheduling of the associated work.

31. SITE MEETINGS

The General Contractor is to arrange 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. It is also the General Contractor's responsibility to record the Minutes of the Meeting and make them available to all parties.

32. 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.

33. LANDLORD SUPERVISION FEES PAYABLE BY TENANT

The Property Management Office will assign a Landlord's representative to liaise the Tenant Improvement Project. This liaison will provide assistance/guidance with scheduling, coordination, approvals, etc. Fees for the Landlord's supervision of leasehold improvement work which shall range from \$0.25 to \$1.00 per square foot of leasable area (unless stipulated otherwise) 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.

34. 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 contained therein.