

DOWNING
♦ STREET

330 BAY STREET , TORONTO

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ATTACHMENTS

- A. List of Approved Base Building Trades
- B. Insurance Requirements
- C. Project Close-out Checklist

SECTION 1.0 GENERAL INFORMATION

1.1 INTRODUCTION

This Manual contains general information, procedures and requirements which have been established by Downing Street Holdings Partnership (the "Landlord") to assist Tenants in the design and construction of their improvements within the Leased Premises and to notify them of the design specifications for the building. While this Manual is intended to reflect the general case, specific written agreements between the Landlord and any Tenant will override the provision contained herein to the extent there is a conflict and in the absence of such documentation, the provisions of the Manual will apply.

Designers or space planners should obtain, from the Tenant, a copy of the applicable section of the Lease outlining Landlord's and Tenant's Work prior to proceeding with any Tenant Work.

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

All drawings, including but not limited to space plans, architectural, structural, mechanical and electrical drawings, must be approved by the Landlord prior to the commencement of any Tenant Work.

1.2 TENANT COORDINATION

The Landlord shall appoint a Tenant Coordinator whose primary function is:

- ◆ to provide guidance and assistance to Tenants throughout the design and construction of their improvements within the Leased Premises.
- ◆ to review, comment upon and approve all Tenant submissions prior to commencement of work within the Leased Premises.
- ◆ to be the liaison between the Landlord and Tenant, its contractor and designer.

All questions, comments and submissions relative to Tenant coordination are to be addressed to:

*Darrin Riemer – Facility Manager
425 Bloor Street East, Suite 100
Toronto, Ontario
M4W 3R5*

*Telephone: (416) 248-6206
Facsimile: (416) 248-6209*

1.3 AMENDMENTS BY LANDLORD

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 affect any Tenant work undertaken after the addition or amendment has been issued.

1.4 BASE BUILDING CONSTRUCTION

The Landlord will provide the Tenant with drawings of the Leased Premises indicating the major elements of the base building structure and systems to assist the Tenant in the production of working drawings. Additional drawings or information which the Tenant may reasonably require for this purpose may be obtained from the Tenant Coordinator at the Tenant's expense.

1.5 TENANT DESIGN CONSULTANTS

The Tenant at its own expense shall retain qualified professional consultants, which consultants shall be subject to approval by the Landlord.

The Landlord encourages the use of its own base building consultants because of their familiarity with the base building design. Engineering drawings produced by non-base building consultants will be reviewed by the base building consultants at the Tenant's expense. All changes recommended by the Landlord or its consultants must be included in the final specifications and drawings. When non-base building engineering consultants are used, the Landlord will commission the base building consultants to conduct site inspections of all work, with such inspections to be at the Tenant's expense.

All architectural, structural, mechanical and electrical changes or any other modifications by the Tenant must be approved in advance by the Landlord and recorded on the building file drawings.

Mechanical and electrical information will be maintained on building file drawings by the base building consultants. When Tenant-initiated engineering work is undertaken by consultants, the Tenant shall pay to the Landlord the additional costs in connection with the necessary transfer of information from the Tenant drawings to the building file drawings.

1.6 TENANT DESIGN AND WORKING DRAWINGS

The Landlord will provide the Tenant with drawings of the Leased Premises indicating the major elements of the base building structure and systems to assist the Tenant in the production of working drawings (These drawings will indicate the Leased Premises lines). Additional drawings or information which the Tenant may reasonably require for this purpose may be obtained from the Landlord's Tenant Coordinator.

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 certain drawings as described above, neither the Landlord nor the Tenant Coordinator shall be responsible for same and the Tenant must verify the as-built condition prior to commencement of the Tenant design.

The Tenant must submit to the Landlord for written approval one set of sepias and three sets of prints of all work proposed for the Leased Premises. The sepias will be returned to the Tenant bearing the Landlord's stamp of approval provided such approval may be subject to changes requested by the Landlord. For the purpose hereof, the drawings finally approved by the Landlord shall be the "Approved Drawings." Any revision to the Approved Drawings must be submitted to the Landlord for its prior approval.

The design of each Leased Premises will determine the appropriate nature and depth of working drawing detail and the Landlord may find it necessary to request certain additional or expanded information for the purpose of definition or clarification before approval is given. The following is a general list of items of information to be included in the working drawings;

1. Floor Plans
 - (a) Drawing scale of 1/8" = 1'0".
 - (b) Locations of all major fixed elements within the Leased Premises dimensionally related to grid lines and demising partitions.
 - (c) Locations and layouts of rooms and unusual loading concentrations, such as centralized filing areas, vaults, etc.
 - (d) Location of power, telephone and data outlets.
 - (e) Location of plumbing fixtures.
 - (f) Furniture plan with room names or uses.
 - (g) Floor and wall materials and all finishes throughout the Leased Premises.
 - (h) Location of interior stairs, if any (subject to prior approval by the Landlord's Structural Engineer).
 - (i) Where the Leased Premises occupy less than a full floor, a drawing of the entire floor showing the location of the Leased Premises and its relationship to the elevator, lobby, exits and washrooms.
2. Reflected Ceiling/Lighting Plan
 - (a) Drawing scale of 1/8" = 1'0".
 - (b) Lighting layout, ceiling pattern, materials and suspension system
 - (c) Types and wattage of any proposed special light fixtures.
 - (d) Locations of any sound baffles above the ceiling.
 - (e) Location of any access panels required to service building systems.
 - (f) Location of sprinkler heads and relocated heads.
3. Construction details, at suitable scales, indicating all methods of construction.

4. Complete electrical, mechanical, sprinkler, building automation and life safety system drawings, at a scale of 1/8" = 1'0", should show and should indicate work which is an alteration to, or addition to, the base building work as well as base building work which remains unchanged. Indicate tie-ins and extensions to the base building security and communications systems, plumbing systems and HVAC systems.

Heat generating equipment and their output calculations (including heat gain/loss) will be required on mechanical drawings. Fixtures and equipment (e.g., VAV boxes, reheat coils, heat pumps, thermostats, etc.) must be compatible with those of the base building.

5. Structural drawings, at suitable scales (minimum 1/8" = 1'0"), where special conditions warrant the production of such drawings, e.g., openings in floors slabs, floor depressions, floor reinforcement for vaults and filing systems. X-ray results of any floor slab (produced by a radiographer in conjunction with the base building Structural Engineer), where the Tenant intends to core drill or saw cut, must be provided as part of the final drawings for Landlord's review.
6. Hardware Schedule (two copies) must be submitted.
7. Architectural, mechanical and electrical specifications.

1.7 PERMITS

Tenant's design and construction work must comply with all municipal by-laws and regulatory Government agencies, and the Tenant must obtain all necessary permits and approvals from all the appropriate authorities, prior to the commencement of construction of the Leased Premises. The Tenant must provide the Landlord with copies of such permits and approvals prior to commencement of Tenant's construction.

The Tenant must correct immediately any work which does not meet with the approval of the Building Inspector, notwithstanding the fact that the Tenant's drawings have been approved previously by the appropriate authorities and the Landlord. Any revisions to the Approved Drawings requested by such authorities must be brought to the attention of the Landlord immediately. If the Tenant delays the required correction, the Landlord will make the correction at the Tenant's expense.

1.8 INSURANCE

The Tenant and its contractor(s) must provide, to the Landlord, evidence of their insurance coverage for (i) Tenant's Insurance as required in the Lease, and (ii) Contractor's Insurance (as outlined in the attached addendum) as amended from time to time by Landlord, prior to the undertaking of any construction in the Leased Premises and/or any other areas requiring access within the building. Insurance coverage shall be at least the minimum stated in the Lease and in the attached addendum, and Downing Street Holdings (330 Bay Street) Inc. shall be named as additional insureds.

1.9 LIEN PROTECTION

The Tenant shall protect the Landlord against the placing of liens under the Construction Lien Act by Tenant's contractors, subcontractors or suppliers, in accordance with Tenant's obligations set out in the Lease.

1.10 APPOINTMENT OF CONTRACTORS

The Tenant is required to engage its own contractors for the purpose of carrying out its construction of its premises. All Tenant contractors and subcontractors:

- (a) are subject to approval by the Landlord;
- (b) if requested, must have union affiliation compatible with that of the Landlord's contractors and/or subcontractors, including personnel, required to carry out work on site;
- (c) must be in good standing with the Ontario Workers' Compensation Board;
- (d) must utilize the base building fire alarm, building automation, sprinkler, mechanical, air balancing and electrical subcontractors for any work involving these trades as specified in the attached list; and
- (e) must comply with the terms of the Occupational Health and Safety Act.

1.11 COMMENCEMENT OF CONSTRUCTION

The Tenant must carry out all construction work in strict accordance with the Approved Drawings.

Construction may proceed only after the Tenant has:

submitted acceptable evidence of insurance coverage and Clearance Certificates from the Worker's Safety and Insurance Board to the Landlord;

- (a) posted all required permits on site;
- (b) received Approved Drawings and Written Notice from the Landlord to proceed with construction;
- (c) make available on the Leased Premises, a set of Prints of the Approved Drawings for the duration of the construction period for reference by the Landlord's authorized representatives;
- (d) executed the Agreement to Lease for the Leased Premises; and
- (e) submitted a schedule showing the timetable for the progress and completion of Tenant's Work.

1.12 COMPLETION OF TENANT'S CONSTRUCTION

Forthwith, after completion of Tenant Work, the Tenant must submit to the Landlord:

- (a) a qualified certificate from the Tenant's architect or designer, addressed to the Landlord, stating that all work, including that of the mechanical and electrical divisions, has been completed as per the Approved Drawings;
- (b) a full set of architectural, structural (if required), mechanical and electrical "as-built" drawings. Further, the Landlord requires copies of all permits and certificates issued by authorities having jurisdiction over all or any part of the Tenant's leasehold improvement work;
- (c) an executed Statutory Declaration by a signing officer of the Tenant stating that all monies owing have been paid to its contractor(s) and that no liens have been registered against the Landlord's property.

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

At the completion of construction, the Leased Premises must be left clean and in a "move-in" condition, all to the satisfaction of the Landlord.

1.13 CONSTRUCTION CHECKLIST

Following construction, the Tenant, through its contractor/consultant, must provide all the documentation listed in the attached Project Close-out Checklist.

1.14 LANDLORD CHARGES

The Tenant shall pay to the Landlord with respect to the conduct of Tenant's Work the following (if applicable):

- (a) a fee per square foot, or percentage of construction costs, of the Rentable Area of the Leased Premises, as set out in the Lease, payable before construction begins, as an agreed compensation to the Landlord for the cost of general supervision, indirect and overhead expenses for such facilities and services as waste disposal containers, fire protection, light, heat, water, power, security, etc. during normal working hours.
- (b) the reasonable cost to the Landlord of any special services, additional to the foregoing, provided to the Tenant, including special supervision, the provision of hoisting and other vertical transportation for workmen and materials and any other special services, the cost of which can be reasonably allocated as a direct expense relating to the Tenant's Work. All of such charges to be paid as and when invoiced to the Tenant. The Landlord will add to these charges an administrative fee of 15%.

If the Tenant employs structural, mechanical or electrical consultants other than those designated by the Landlord, the Tenant will be invoiced for the review of their drawings and specifications.

SECTION 2.0 RULES AND REGULATIONS REGARDING TENANT WORK

2.1 PUBLIC/CONSTRUCTION SAFETY

It is the Tenant's responsibility to ensure that its contractors and subcontractors observe and comply with all applicable construction safety regulations required by the Occupational Health and Safety Act and the requirements of the by-laws of the Province of Ontario. Any additional safety regulations which may be imposed by an authorized representative of the Landlord must also be complied with immediately and fully. The Tenant contractors shall provide and maintain adequate first aid facilities on site during the construction period.

2.2 EMERGENCY CONTACT

The Tenant's construction manager or designated contractors "are required to post, on the Leased Premises and with the Landlord's Tenant Coordinator, all names and telephone numbers of each contractor's emergency contacts.

2.3 TEMPORARY HOARDING

The Tenant is responsible to enclose the premises with a suitable temporary hoarding prior to commencement or undertaking of any construction on the business or retail storefront of the premises. The hoarding shall be supplied, installed and painted to the Landlord's standard design criteria, all to the expense of the Tenant. Signage for the hoarding will be supplied by the Landlord, at the Tenant's expense. No additional signage shall be permitted on the hoarding unless approved for in writing by the Landlord.

The Tenant or its contractor must notify the Tenant Coordinator 48 hours in advance so that arrangements for the construction of the hoarding can be made.

Hoardings may be removed by either the Tenant's contractor or the Landlord at the Tenant's expense. Notice must be given to the Landlord 48 hours prior to the removal, regardless of who is designated to remove the hoarding.

When the business or storefront is not being changed, a hoarding is not necessary. In the event that the premise does not remain fully operational during construction, all windows and doors shall be covered on the inside with paper supplied by the Landlord, unless otherwise approved for in writing by the Landlord.

2.4 TEMPORARY SERVICES

The Tenant is responsible for the distribution of temporary services within the Leased Premises during the construction period. Exposed electrical cords are not permitted outside the Leased Premises. Washrooms available for use by contractors will be designated by the Landlord's Tenant Coordinator. The Tenant will be responsible for all cleaning supplies and repair of all damages caused to the Leased Premises by the Tenant's contractors.

2.5 TEMPORARY BUILDING PROTECTION

The Tenant and its construction manager, and/or designated contractor, is responsible to undertake precautions for the control of dust and debris created by the construction process within the Leased Premises. Precautions must be undertaken to prevent dust and debris from being carried over into any other building areas including the building's HVAC air handling systems, vertical mechanical and electrical service shafts and elevator shafts. Dust shield enclosures and filter systems must be installed at all return air and transfer air openings during the construction period to prevent the transfer of dust.

Appropriate trapper matting material must be placed at exit and entrances to construction areas including elevator lobbies in order to control dust transfers caused by construction.

Special consideration must be given to prevent dust from penetrating the elevator shafts during the construction process.

If the Tenant's contractor fails to perform the controls necessary in preventing/limiting transfer of dust caused by the construction of the Tenant's Leased Premise, the Landlord will undertake and maintain, at the expense of the Tenant, the appropriate process as deemed necessary.

2.6 HOISTING

If required, it is required to provide 48-hours notice to the Landlord for hoisting materials and equipment. Hoisting time will not be available during normal business hours (7:00 am to 6:00 pm), and will be provided after hours at the Tenant's expense, or as otherwise specified by the Landlord.

2.7 WORK AREAS

All construction materials, tools, equipment and work benches must be kept within the Leased Premises throughout the construction period. All public lobbies, washrooms and stairs shall be kept clean of construction materials and debris. If the public washrooms are used by the Tenant's contractors, such contractors will be responsible for cleaning and/or repair of damages. Any damage will be repaired by the Landlord at the Tenant's expense.

2.8 GARBAGE REMOVAL

The Tenant shall ensure that its contractors and subcontractors, including telephone companies, remove daily all garbage and debris in proper containers from the Leased Premises. If it becomes necessary, due to inaction by the Tenant's contractors, that the Landlord has to remove the Tenant's garbage or construction debris, the Tenant will be charged for the cost of such service. Construction disposal bins are allowed, provided permit is granted by the City of Toronto. Disposal bins are permitted during the following "off business" hours:

Monday to Friday: 6:00 p.m. to 6:00 a.m.
All hours Saturdays, Sundays and Holidays.

The Landlord is to be notified, in writing, of the date and time of waste removal. Permit number must be provided. Placement of disposal bin must meet with City of Toronto guidelines.

Containers will be removed by the Landlord at the expense of the Tenant if left after the designated allotted time, as further defined above.

After removal of the disposal bins from the-designated areas, the contractor shall restore the area to a tidy broom-swept condition with no materials left within or around the designated container area. In the event that the area is left in an untidy condition, the Landlord will undertake the cleanup at the Tenant's expense.

Arrangements for placement of the disposal bins must be made through the Landlord's Tenant Coordinator. The loading/receiving facility is not to be used as a workshop area (no welding, sawing, pipe fitting, or any other kind of construction work may be done there). Under no circumstances should the building compactor be used for disposal of construction materials. If the contractor fails to undertake the appropriate provisions, the Landlord will complete the work at the Tenant's expense.

2.9 WORKING HOURS

The Tenant's Work shall be carried out in the Leased Premises from 7:00 a.m. to 5:00 p.m., Monday through Friday. Any work which is required to be carried out at times other than those listed above will require written approval from the Landlord. All work on life safety, sprinklers and standpipe systems must take place after 6:00 p.m., Monday to Friday.

Note: The Landlord reserves the right to adjust working hours at its discretion.

2.10 TEMPORARY FIRE PROTECTION

The Tenant and Tenant's contractor shall provide operable fire extinguishers in the Leased Premises throughout the construction period.

2.11 SECURITY

The Tenant is responsible for the physical security of the Leased Premises and the contents thereof throughout the construction period.

Note: The Landlord assumes no responsibility for any loss or theft

Note: The Tenant shall provide for security/access control during non-business hours. All requirements for access must be scheduled through the Landlord's Tenant Coordinator.

2.12 ACCESS AND DELIVERIES

Personnel access and material deliveries to the Leased Premises are to be only by routes designated by the Landlord. The handling of items which, due to weight or dimension, requiring special treatment, must be reviewed and arranged with the Landlord. All construction personnel will be required to sign in and out daily at the security desk, or by Special Provision provided for by the Landlord.

No deliveries of construction materials are permitted through the building common areas during normal designated business hours as defined herein.

Delivery trucks and contractors' trucks will be permitted access to receiving areas for the purpose of unloading and loading materials only up to a maximum of ½hour. Absolutely no parking will be permitted in the designated receiving areas. Lack of cooperation will result in vehicles being towed at the Tenant's risk and expense.

All carts being used by the Tenant's contractors for job site deliveries must have rubber wheels. Landlord's equipment (such as trucks, bins, dollies, etc.) **may not** be used by contractors. Arrangements for handling items, weighty or bulky enough to require special treatment, must be made with the Landlord's Tenant Coordinator.

2.13 PARKING

All parking by the Tenant's contractors is the responsibility of the contractors and is not available on the property. Under no circumstances are vehicles to impede or block access to the receiving/loading area, otherwise they will be towed at the Tenant's expense.

2.14 DAMAGE

The Tenant's contractor shall protect all finishes to base building elements and the Tenant shall reimburse the Landlord for the cost of making good any damages.

2.15 FLOOR LOADING

The Tenant must not overload the structure. Drywall may not be stacked higher than twenty-four inches (24") or 610 mm.

2.16 NOISE

Noisy work which may disrupt other Tenants, including, but not limited to, coring and drilling, shall not be carried out during normal business hours (7:00 a.m. to 6:00 p.m.).

2.17 LANDLORD'S ACCESS TO PREMISES

The Landlord shall have access to the Leased Premises at all times for the purpose of completing, correcting or inspecting any work, undertaken by the Tenant's contractors.

2.18 WORK CONFLICT

The Tenant's contractors work shall be performed in a manner that will not interfere or conflict with any activities of the Landlord.

2.19 MATERIAL HANDLING

- (a) All service elevator bookings and use of the receiving/loading area shall be coordinated through the Landlord's Tenant Coordinator during normal business hours. Service elevator bookings must be made not less than 48 hours in advance.
- (b) All materials shall be delivered through the receiving/loading area. Workmen are required to use the elevators designated by the Landlord.
- (c) The freight elevators will be made available at rates that may be obtained from the Tenant Coordinator.
- (d) Elevator floors, walls and ceilings must be protected from damage during transportation of material. Elevator pads, or appropriate cladding, will be provided for by the Landlord. Any additional protection required to prevent damage shall be provided for by the Tenant or Tenant's contractor, subject to the Landlord's approval.

Note: The Tenant's contractor is responsible for cleaning elevators and/or damage caused to the elevator finishes or protective padding.

2.20 ACCESS PANELS

The Tenant must provide access panels of sufficient size in wall or ceiling construction as directed by its engineering consultants or the Landlord, to permit necessary access to equipment and/or electrical/mechanical services.

2.21 ROOF WORK/ACCESS

Under no circumstances will the Tenant and/or contractor enter onto the roof without first obtaining permission from the Landlord. All roof openings will be carried out by the Landlord's designated roofing contractor at the expense of the Tenant. The Tenant is to provide, to the Landlord, all sleepers and/or curbs, as required, for installation by the Landlord's designated contractor.

Note: Please refer to List of Base Building Contractors/Trades for the Landlord's designated contractor.

2.22 TESTING AND TIE-INS

The Tenant must obtain the Landlord's written approval prior to undertaking any tie-ins to base mechanical, electrical, fire protection and life safety systems.

2.23 POWDER-ACTUATED DEVICES

Powder-actuated tools, such as "Ramset" and "Hilti" **are not** permitted for use in securing fasteners which support ceiling suspension systems or equipment suspended from the underside of concrete slabs or steel deck structures.

2.24 DRILLING OR CUTTING

The Tenant's contractors are not -permitted to drill or cut openings of any description in any part of the base building structure without the prior written approval of the Landlord. If such work is acceptable to the Landlord and the Landlord's structural engineers, it will have to be carried out after regular working hours by the Tenant's contractor at the expense of the Tenant. Any work of this type will require xray inspection of the building structure or floor slab by the Landlord's designated x-ray inspection firm prior to cutting or drilling at Tenant's expense. All x-rays must be examined by the Landlord's designated representative prior to proceeding with the work, and turned over to the Landlord's Tenant Coordinator on completion.

Any damage to cast-in electrical wiring will be repaired by the Landlord's contractor at the Tenant's expense.

Note: Special attention must be given during any drilling operation in regards to cutting of any structural reinforcing bars and post tension cables.

Note: Please refer to List of Base Building Contractors/Trades for the Landlord's designated x-ray inspection contractor.

2.25 WELDING

No open flames for welding, cutting or other purposes are permitted without prior written approval of the Landlord. If pressurized gas cylinders are used, the Tenant's contractor shall ensure that their use is in accordance with requisite safety provisions and requirements. An operational fire extinguisher must be available in the immediate vicinity of the work. All open flame work must be performed outside regular business hours.

2.26 FASTENERS

The Tenant's contractors are not permitted to mechanically fasten to curtain walls, window frames, or walls which may contain vapour barriers or special fire rated structures. Clips in lieu of screws must be used to fasten interior walls and partitions to the ceiling grid.

2.27 WINDOW FRAMES

Painting or finishing of the base building window frames is strictly prohibited. If the window frames are painted or finished, the Landlord shall remove and restore the original finish at the Tenant's sole expense.

2.28 ELECTRICAL POWER SHUTDOWN

All requests for electrical power shutdowns must be made in writing and submitted for approval one (1) week prior to the required shutdown.

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

2.29 AIR SYSTEM SHUTDOWN

All requests for air system shutdowns must be submitted for approval at least 48 hours before the shutdown date. A Tenant's request for extra air conditioning will take precedence over a contractor's request for a shutdown.

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

2.30 WATER SYSTEM SHUTDOWN

All requests for water system shutdowns (heating, standpipe, sprinkler, domestic water, etc.) must be submitted for approval at least 48 hours before the shutdown date.

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

2.31 CARPET INSTALLATION

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

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

2.32 PLUMBING

Where plumbing is removed from the Leased Premises, all water supply, drain lines and vent connections must be removed from within the ceiling space back to the core riser, and properly capped, all to the satisfaction of the Landlord.

Note: The Landlord must provide a letter of acceptance approving the makegood

2.33 DUCTWORK

When the ductwork distribution system is altered in the Leased Premises, the ductwork that is not to be used must be removed from within the ceiling space, capped and sealed, all to the satisfaction of the Landlord.

Note: The Landlord must provide a letter of acceptance approving the makegood

2.34 AIR BALANCING

The Tenant must provide the Landlord with an air balance report upon completion of all leasehold improvement work. The report must be completed by the Landlord's designated balancing company, at the Tenant's expense, and must be reviewed by the Landlord's consultant prior to final submission to the Landlord's Tenant Coordinator.

Note: Please refer to List of Base Building Contractors/Trades for the Landlord's designated balancing contractor.

2.35 FIRESTOPPING

The Tenant's contractor must ensure that all fireproofing is reinstated where access is required between building fire separations. The replacement material and method for reinstallation must meet the applicable building code requirements. 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.

2.36 FIREPROOFING MATERIAL

All fireproofing material that is removed from steel decks and beams (if applicable) must be replaced with a suitable and approved fireproofing material. The replacement material must be installed in accordance with applicable building and fire codes. In no case may the original level of protection be reduced.

Note: The Landlord reserves the right to request, from the Tenant, an independent inspection of fireproofing by a qualified consultant at the Tenant's expense.

2.37 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 its 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. 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.

2.38 STAIRWELL DOORS

All stairwell doors and fire doors must be kept closed at all times during construction and must be strictly adhered to.

2.39 PRE-OCCUPANCY CLEANING

Prior to occupancy, the Tenant is responsible for ensuring that the following areas and/or items are cleaned:

- ◆ light fixtures and lenses
- ◆ ceiling grid and ceiling, tiles
- ◆ floor tiles and carpets
- ◆ corridor walls and doors immediately adjacent to the Leased Premises
- ◆ perimeter radiation and/or induction units and/or fan coils (inside and out)
- ◆ interior and perimeter supply air diffusers
- ◆ return and exhaust air grilles
- ◆ lint screens and coil (cleaning shall be carried out by the Landlord's base building cleaners and charged to the Tenant's account)
- ◆ inside faces of all exterior glazing including window frames and mullions, and inside faces of all interior partition glazing
- ◆ electrical trench header ducts, including those adjacent to the Leased Premises (if applicable)
- ◆ all service/utility rooms
- ◆ venetian blinds (cleaning of the blinds shall be carried out by the base building contractor at Tenant's expense)

To avoid possible conflict with the building's cleaning contracting staff, all contractors shall employ the company that is currently cleaning the project to perform post-construction cleaning.

If the Tenant fails to have the required pre-cleaning undertaken by its contractor, the Landlord will provide this service at the Tenant's expense.

LIST OF APPROVED BASE BUILDING TRADES

<p><u>FIRE PROTECTION:</u></p> <p>Wilson Fire Protection Contact: Brian McLean Tel. 905-456-0570</p>	<p><u>PLUMBING</u></p> <p>Royal Plumbing Contact: Tony Cattaruzza Tel. 905-857-4612/416-990-6698</p>
<p><u>ELECTRICAL :</u></p> <p>110 Electric Contact: John Palleschi Tel. 416-410-0797</p>	<p><u>HVAC CONTROLS</u></p> <p>Main Air Contact: Gord Wallace Tel. 905-820-7707</p>
<p><u>LOCKSMITH:</u></p> <p>Bill Hedefine, Superintendent Contact: Tom Robbins Tel. 416-435-5559</p>	<p><u>SECURITY SYSTEM:</u></p> <p>Intercon Securty Contact: Lino Liberatore, Account Representative Tel. 416-229-6811</p>
<p><u>X-RAYS</u></p> <p>Graff Concrete Cutting and X-Ray Contact: Tel. 905-457-8120</p>	<p><u>AIR BALANCING</u></p> <p>Main Air Contact: Gord Wallace Tel: 905-820-7707</p>

Note: Landlord reserves the right to change contractors/trades at its sole discretion

INSURANCE REQUIREMENTS

The Contractor shall provide and maintain at its expense the following insurance from the commencement date of construction to the date of Substantial Completion:

- a) Commercial General Liability Insurance: Shall be in the joint names of the Contractor, Landlord and Consultant with the Lender as an Additional Named Insured providing coverage in respect of bodily injury (including death) and/or property damage arising out of the existence and construction operations at the demised premises with limits of liability of \$5,000,000.00 per occurrence with Property Damage Deductible not exceeding \$2,500.00 per occurrence. Policy coverage shall not be less than provided by IBC Form 2100 or its equivalent including coverage for hostile fire pollution damage, not less than two years completed operations coverage, and Non Owned Automobile coverage. Coverage to include not only premises but the roof and the equipment thereon.
- b) Automobile Insurance: In respect of licensed vehicles coverage should not be less than \$2,000,000.00 inclusive per occurrence for bodily injury, death and property damage.
- c) Architects & Engineers Errors and Omissions Insurance: Evidence of professional liability insurance must be obtained from the prime architects and consultants. Limits of liability should not be less than \$1,000,000.00 per accident.
- d) Owned or Non-Owned Aircraft Insurance: If owned or non-owned aircraft are to be used directly or indirectly for the project liability insurance coverage shall be obtained subject to limits of not less than \$2,000,000.00, inclusive for bodily injury, death or property damage plus \$2,000,000.00 for passenger hazard. Policies shall be in the joint names of the Contractor, Landlord and Lender.
- e) Contractors Equipment Insurance: All risk contractors equipment insurance covering construction machinery and equipment owned and rented, used by the Contractor for the performance of the Work, and shall not allow subrogation claims by the Contractor against the Landlord.

PROJECT CLOSE-OUT CHECKLIST

- Substantial Completion Certificate
- Total Performance Certificate (all disciplines)
(Final inspections by your Designer or Architect, Electrical and Mechanical Consultants)
- Warranty / Contact List
- Manual / Maintenance Procedures / Shop Drawings
- Air Balance Report
- As-Built Stamped Drawings
- (Reviewed and stamped by your Electrical and Mechanical Consultants)
- Statutory Declaration
- Worker's Compensation Clearance
- Tenant Sign-Off Letter

PROJECT COMPLETION CHECKLIST

TENANT: _____

PROJECT: _____

BUILDING: _____

PROJECT DATE: _____

The Tenant must ensure that all the following applicable items are confirmed upon completion of construction. It is the responsibility of the Tenant to verify, through its contractors/consultants that all engineering-related items are completed in accordance with the, Landlord's Approved Drawings and specifications.

1. Radiation Units (if applicable)

In accordance with the Manual, all radiation units must be thoroughly cleaned and finishes repaired/restored to base building standard in accordance with the Manual. Further, all cleaning must be performed by the building cleaning company at the expense of the Tenant.

YES [] NO []

2. Variable Air Volume/Reheat/Radiation Controls (if applicable)

Engineering drawings and specifications must ensure that all variable air volume/reheat/radiation controls are calibrated and checked by the base building controls contractor. Drawings must also note the "static pressure" of the controls.

YES [] NO []

3. Low-Voltage and Master Light Switching (if applicable)

All low-voltage light switching is to be controlled by a central system, and master light switch on each floor. All fluorescent luminaries are to be controlled by the master building computer.

YES [] NO []

4. Emergency Lighting

The Tenant must provide the Landlord's Tenant Coordinator with two (2) copies of an air balance report upon completion of construction. The balancing report must be done by the contractor approved by the Landlord at the Tenant's expense and must be reviewed by the Landlord's consultant prior to submission.

YES [] NO []

5. Provide "As-Built" Drawings

A complete set of engineering "as-built" sepia drawings are to be submitted to the base building engineering consultants. Two (2) sets of black line prints of these drawings are to be submitted to the Landlord's Tenant Coordinator. One set of architectural "as-built" drawings are also to be sent to the Landlord's Tenant Coordinator.

YES [] NO []

6. Provide Product Catalogue Maintenance Manuals

Two complete sets of product/maintenance manuals are to be submitted to the Landlord's Tenant Coordinator on completion of the project.

YES [] NO []

7. Provide Life Safety Verification Report

Two (2) copies of fire alarm verification report are to be submitted to the Tenant Coordinator prior to Tenant occupancy of the floor, verifying the location, operation and supervision of the following:

- (a) smoke detectors (duct and surface); YES [] NO []
- (b) heat detectors (core area rooms); YES [] NO []
- (c) firemen's handsets; YES [] NO []
- (d) fire alarm speakers; YES [] NO []
- (e) fire alarm pull stations; YES [] NO []
- (f) fire alarm bells; YES [] NO []
- (g) sprinkler flow switch and supervised valve; YES [] NO []

All devices and components are to be verified per National Standard of Canada (CAN/ULS-S537-M86). Upon completion of final hookup, fire alarm company personnel must verify proper annunciation of all life safety devices at the EVAC, EVIT and fire alarm panels. Fire alarm company personnel must verify that sound pressure levels in all areas of the floor are:

- (a) fire alarm or alert signals at least 15dBA above the equivalent sound level of 5dBA above the maximum sound level having a duration of at least sixty seconds, whichever