



Hudson's Bay Centre

Retail Tenant Design Criteria Manual



Brookfield

February 17, 2010

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Part 1 - General Information

1.1 Welcome to The Hudson's Bay Centre

Located in the heart of the city, the Hudson's Bay Centre sits at the intersection of business and pleasure in midtown Toronto.

The Hudson's Bay Centre comprises of 535,000 square foot office tower at 2 Bloor Street East, The Bay department store, Marriott Hotel, apartments, condominiums and an extensive retail concourse with a variety of retail shops and services. Directly above the intersection of two subway lines at the corner of Yonge and Bloor Streets and in close proximity to the Don Valley Expressway, HBC offers excellent accessibility.

This accessibility coupled with the dynamic surroundings of the Bloor-Yorkville shopping and entertainment district makes the Hudson's Bay Centre a favoured destination for office tenants seeking modern office space in a leading edge location. The area is home to creative industry firms like software development, media and advertising as well as more traditional banking and insurance companies who have recognized the area's unique character.

In today's competitive retail environment, creating dynamic and inviting storefronts are essential to enticing time-pressed shoppers. While The Hudson's Bay Centre encourages originality and ingenuity in store design, we also must maintain a certain degree of overall design consistency.

We are pleased to present our Design Criteria Manual to provide you with extensive guidelines on ensuring that your project meets our standards.



1.2 Building and Consultant Directory

Building Information

Owner/Landlord:	6524443 Canada Inc. and 1464255 Ontario Limited c/o Brookfield Properties Management Corporation 181 Bay Street, Suite 330 P.O. Box 770 Toronto, Ontario M5J 2T3
Property Manager:	Brookfield Properties Management Corporation (may also be referred to as the Manager, Building Manager or Management) Kevin Hallford 2 Bloor Street East, Suite 701 Toronto, Ontario M4W 1A8 Tel: 416-963-4851 Fax: 416-963-2828 kevin.hallford@brookfieldproperties.com
Project Manager:	Anna Nagel Brookfield Properties Management Corporation 181 Bay Street, Suite 330 P.O. Box 770 Toronto, Ontario M5J 2T3 Tel: 416-369-8271 Fax: 416-369-8264 anna.nagel@brookfieldproperties.com
Electrical/ Mechanical Coordinator:	Neil Booker, Manager Engineering Services Brookfield Properties Management Corporation 2 Bloor Street East, Suite 701 Toronto, Ontario M4W 1A8 Tel: 416-963-4853 Fax: 416-963-2828 neil.booker@brookfieldproperties.com

Base Building Consultants

Architects:	NORR Limited 350 Bloor Street East Toronto, Ontario M4W 3S6 Tel: 416.926.4308
Electrical Consultants:	Mulvey & Banani Engineering 44 Mobile Drive Toronto, Ontario M4A 2P2 Tel: 416.751.2520
Mechanical Consultants:	TMP Mechanical Engineers (Original: Smith and Andersen Consulting Engineering) 285 Yorkland Boulevard Willowdale, Ontario M2J 1S5 Tel: 416.499.8000
Structural Engineers:	Halsall Associates Limited 2300 Yonge Street Suite 2300, PO Box 2385 Toronto, Ontario M4P 1E4 Tel: 416.487.5257
Code Consultants:	Leber-Rubes Inc. 2300 Yonge Street Suite 2100, PO Box 2372 Toronto, Ontario M4P 1E4 Tel: 416.515.9331

Building Contacts

Brookfield Properties Management Corporation	
Security Control Centre	Tel: 416-928-9058
Security/Life Safety	Tel: 416-928-9058

1.3 Preferred Subcontractors for The Hudson’s Bay Centre

MECHANICAL:	Adelt Mechanical Works Ltd.* Ainsworth Mechanical Black & McDonald Comstock Mechanical Canada H. Griffiths Company Limited Modern Niagara Toronto Inc. Sayers & Assoc. Ltd. Tri Mechanical	Tel: 905-812-7900 / Fax: 905-812-7907 Tel: 416.362.4483 / Fax: 416.591.7494 Tel: 416-366-2541 / Fax: 416-366-8370 Tel: 905-678-9900 / Fax: 905-678-0649 Tel: 905-850-7070 / Fax: 905-850-7091 Tel: 416-360-1617 / Fax: 416-360-7088 Tel: 905-821-4500 / Fax: 905-821-8040 Tel: 905-450-0044 / Fax: 905-450-3080
ELECTRICAL:	Guild Electric Ltd. Standard Electric (Toronto 1985) Inc. Ainsworth Electric Ampere Limited Campbell & Kennedy (1996) Ltd. Black & McDonald Comstock Electric Canada Ltd. Plan Group, The State Group Inc., The Yorkwide Electric	Tel: 416-288-8222 / Fax: 416-288-0884 Tel: 416-362-4483 / Fax: 416.591.7494 Tel: 416-594-8451 / Fax: 416-594-8480 Tel: 416-661-3330 / Fax: 416-661-4508 Tel: 905-761-8550 / Fax: 905-761-8840 Tel: 416-366-2541 / Fax: 416-366-8370 Tel: 416-635-9040 / Fax: 416-635-9764 Tel: 416-635-9040 / Fax: 416-635-9764 Tel: 905-672-2772 / Fax: 905-672-1919
FIRE ALARMS:	Guild Electric (installation) Simplex Grinell (verification)	Tel:416-288-8222 / Fax: 416-288-0884 Tel: 905-212-4600 / Fax: 905-212-4601
SPRINKLERS:	SimplexGrinell Bennett & Wright Group Classic Fire Protection Inc. Paul & Douglas Sprinklers Ltd. Vipond Automatic Sprinklers Guardian Fire Systems Inc.	Tel: 905-212-4600 / Fax: 905-212-4601 Tel: 416-740-3000 / Fax: 416-740-2039 Tel: 905-564-2421 / Fax: 905-564-1451 Tel: 905-564-7060 / Fax: 905-564-6873 Tel: 905-567-4911 / Fax: 905-567-6411
CONTROLS:	Johnson Controls	Tel: 905-474-5357 / Fax: 905-474-5404
AIR BALANCING ROOFING:	Design Test & Balance Co.	Tel: 905-886-6513 / Fax: 905-886-6502
X-RAYING & CORE DRILLING:	Daly Canadian Cutting & Coring	Tel: 416-717-7791 / Fax: 905-886-6502 Tel: 905-624-1414 / Fax: 905-624-1736
CLEANERS:	Apollo 8 Maintenance Services Ltd.	Tel: 416-461-8748 / Fax: 416-461-1294
LOCKSMITH:	Action Lock	Tel: 416-261-2116 / Fax: 416-261-1422
WATER TREATMENT:	Drew Canada	Tel: 905-683-0150 / Fax: 905-683-9153

Note:
- This list is being reviewed annually
- This list is not meant to be all inclusive, but to act only as a guide
- None of the firms listed above are recommended; they are only offered as acceptable contractors which Brookfield would prefer to see working in our complex.

1.4 Introduction to The Retail Tenant Design Criteria Manual

Our Retail Tenant Design Criteria Manual has been created to ensure that all new store designs or renovations/alterations to existing stores are in keeping with The Hudson's Bay Centre's established operational and design specifications. All tenant leasehold improvements, however small or limited in scope must be fully reviewed and approved by our office prior to commencement of construction.

To ensure the design integrity of The Hudson's Bay Centre, all procedural guidelines for tenant premises work as specified in the individual lease documents is mandatory. Nevertheless, it must be clearly understood that in the event of any ambiguity of, or omission to the wording in this document, the approval authority to proceed or not to proceed with tenant work will remain solely with the Landlord.

It will also be the Tenant's responsibility to ensure that a copy of this Manual is provided to their Consultants, General Contractor and Sub-Contractors (Hereafter called The Contractor(s)) or any other person employed by them and that both the Tenant, its Consultants, Contractor(s) or any other person, adhere fully to the directions provided herein. Failure by the Tenant or its Designer(s), Contractor(s), or any other person employed by it, to comply with any of the general or specific guidelines because of a lack of understanding in, or awareness of, the Retail Tenant Design Criteria Manual will not be accepted by the Landlord's Representative.

It is essential 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.

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 Lease Outline Drawings (LOD's) if available, neither the Landlord nor their representatives shall be responsible for the same and the Tenant must verify the as-built condition prior to commencement of the Tenant's design.

The Landlord reserves the right, from time to time, to add or amend the information and procedures contained herein, which will be in effect upon issuance.

2.1 Glossary of Terms

The following are definitions for terms referred to in this criteria:

Tenant Lease Line: The line between the Tenant's leased premises and the mall common area. Tenant Work must be limited to the Tenant side of the Lease Line.

Closure Line: Is defined by the location of the Tenant's closure system, on or behind the Tenant Lease Line. Base building mall floor finishes must be continued, by the Tenant, from the Tenant Lease Line to the Closure line. Tenant flooring finishes can not extend outside the Closure Line into the mall area.

Landlord Control Zone: In order for the Landlord to control the quality and diversity of storefront installations within the mall, it is imperative for certain standards to be maintained. The Landlord Control Zone is an area across the entire width of the Tenant's storefront, extending from the Tenant Lease Line into the space as indicated for each storefront type. The Landlord reserves the right to approve, reject or request modifications to the Tenant's design, quality of detailing, finishes and materials, lighting, signage, security system and closure system within this area.

Signage Zone: An area on the storefront in which the Tenant signage must be installed.

Retail Design Zone: Is defined by the entire retail area that is visibly open to the public from the Mall space. The Retail Zone extends from the Tenant Lease Line to the Tenant's back wall, including the complete merchandising area. The Landlord reserves the right to approve, reject or request modifications to the Tenant's design, quality of detailing, finishes, materials and lighting within this entire area.

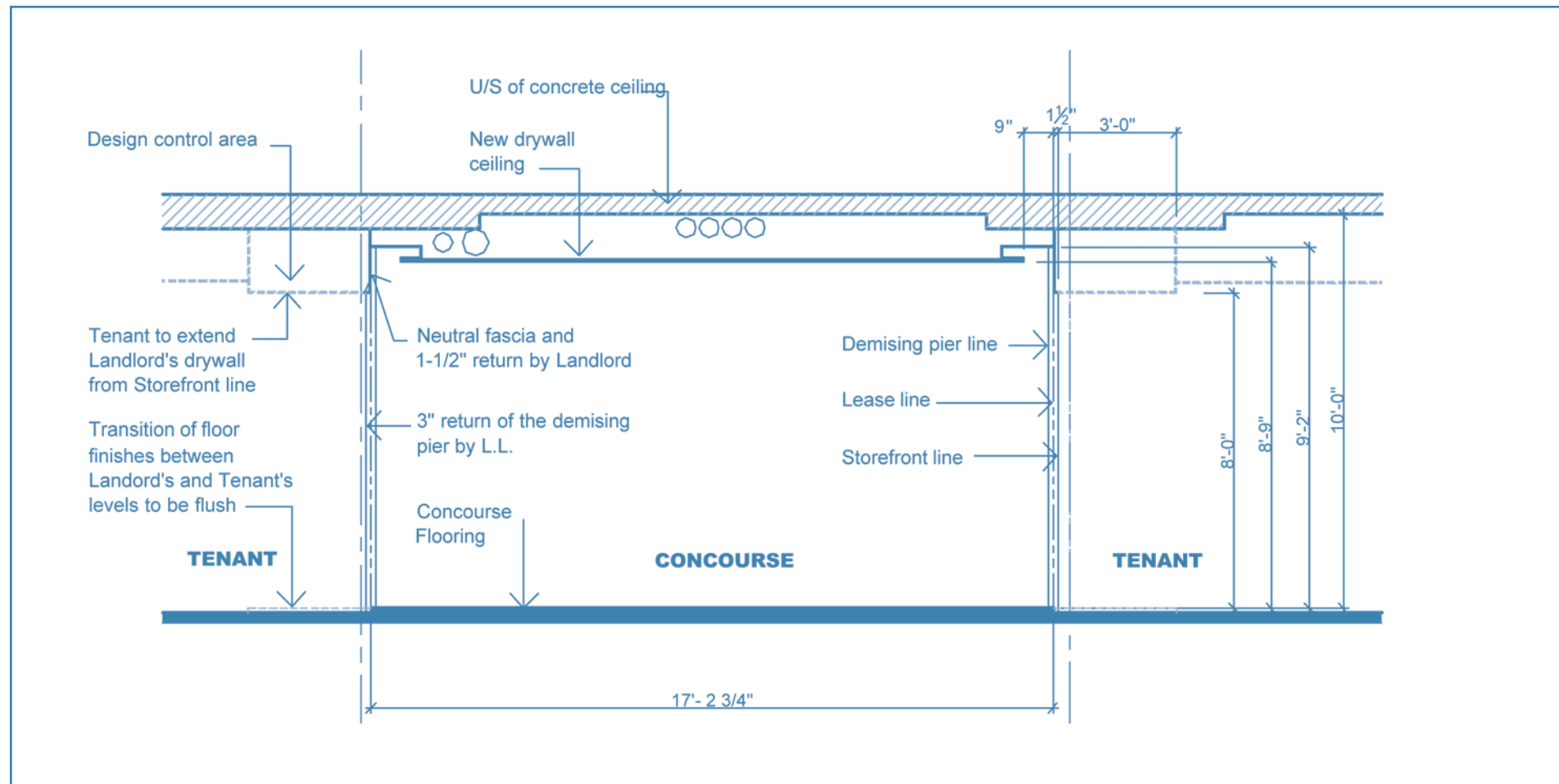
Setback Closure Line: Line where the portion of storefront, which is used to close the Leased Premises, is setback from the Lease Line 1000mm or as specified in general conditions.

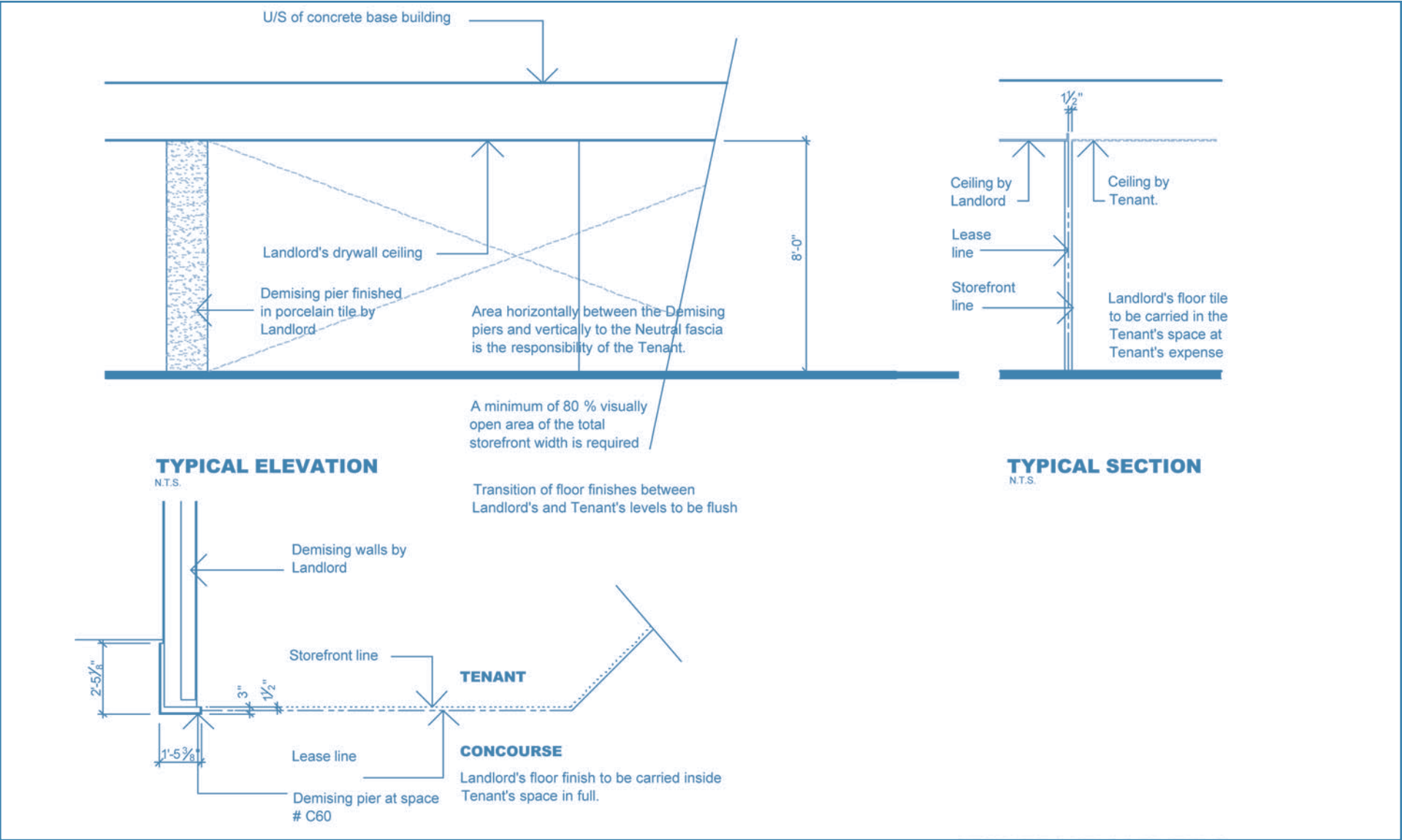
Demising Wall: Wall dividing individual Tenant spaces.

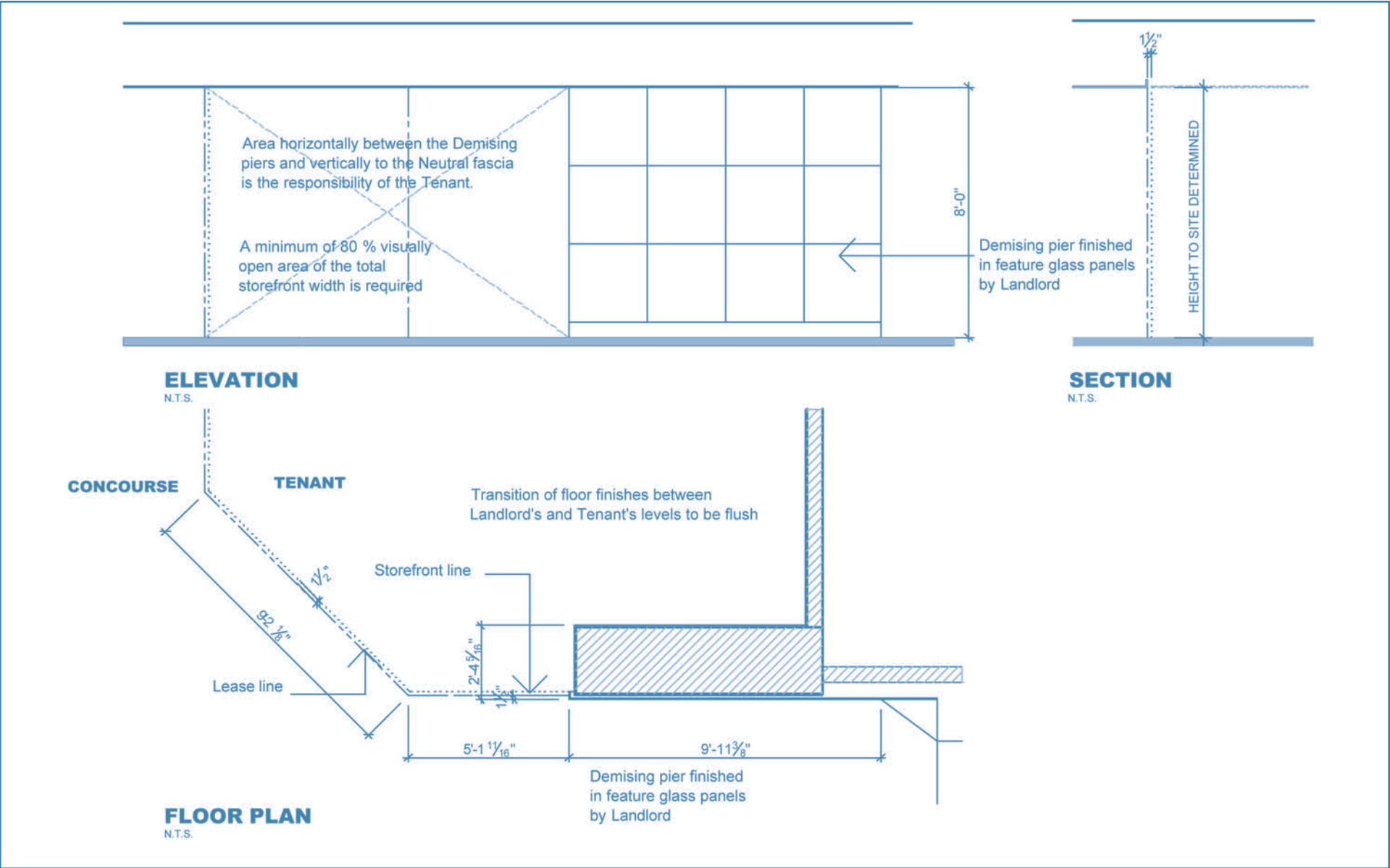
Leased Premises: The leasable area specified in the Tenant's Agreement to Lease/Lease.

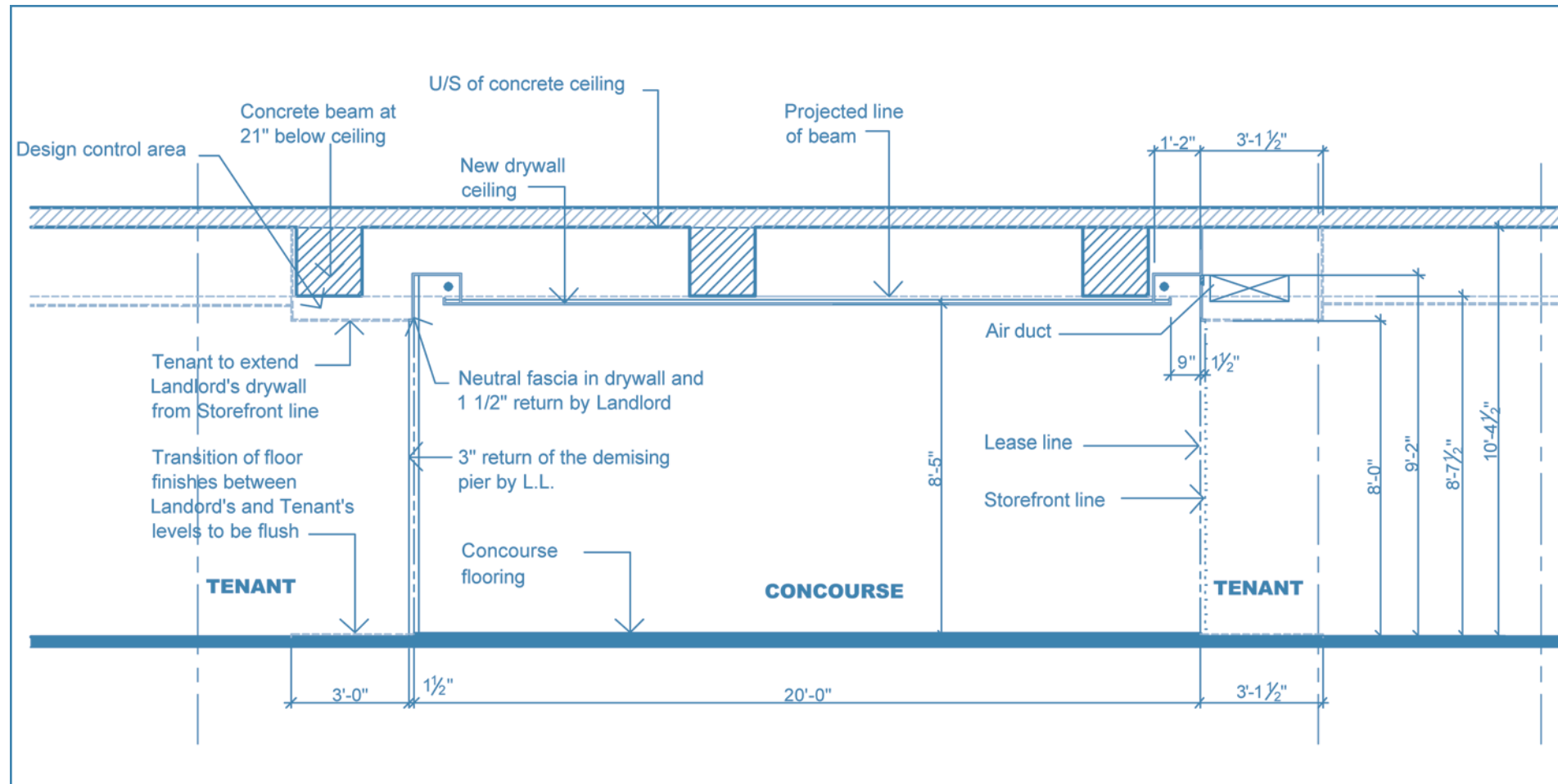
Base Building: The base building consists of the architectural, mechanical, electrical and structural elements provided by the Landlord.

**Concourse Section
at 8'-0" High
Ceiling Areas**

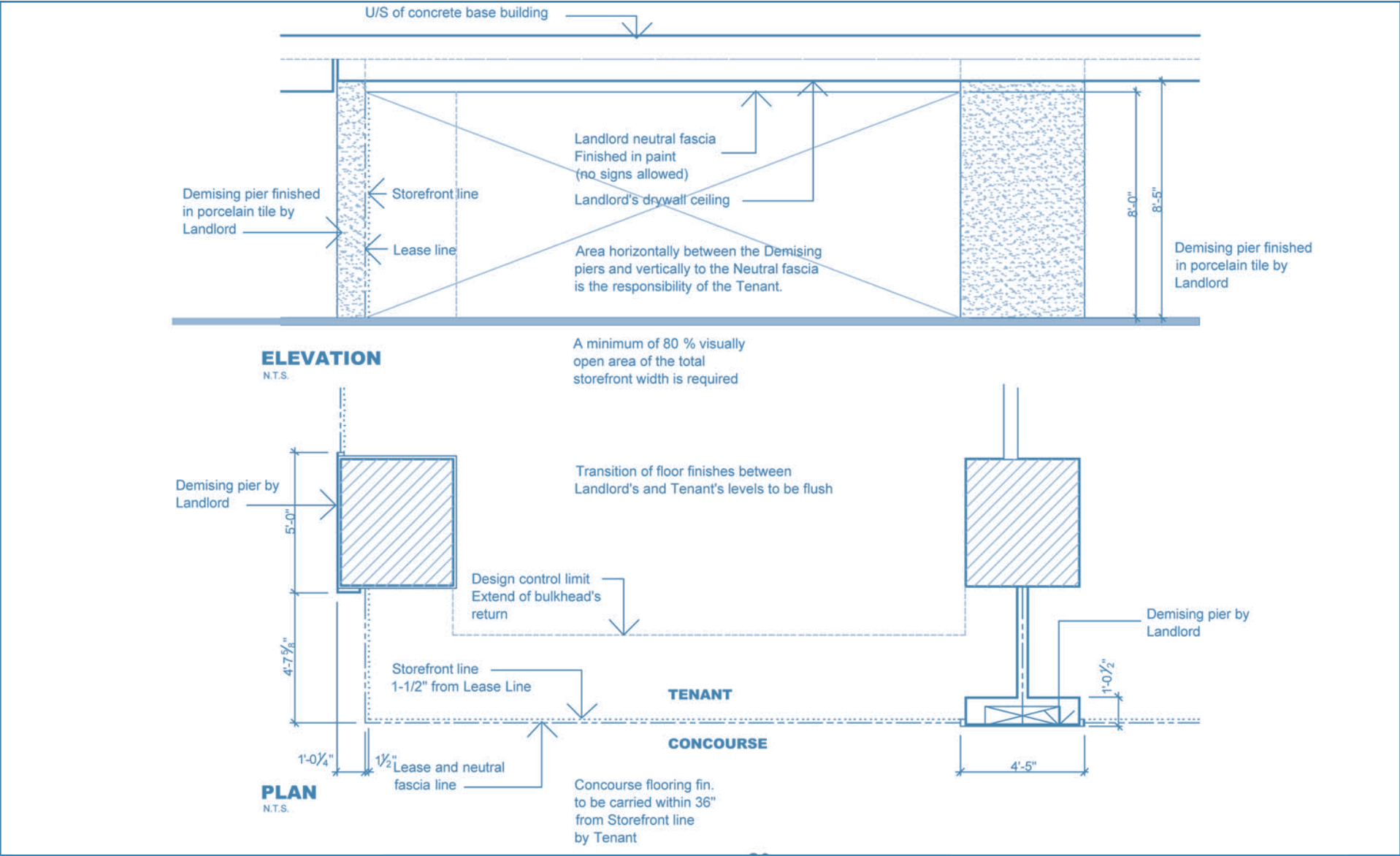


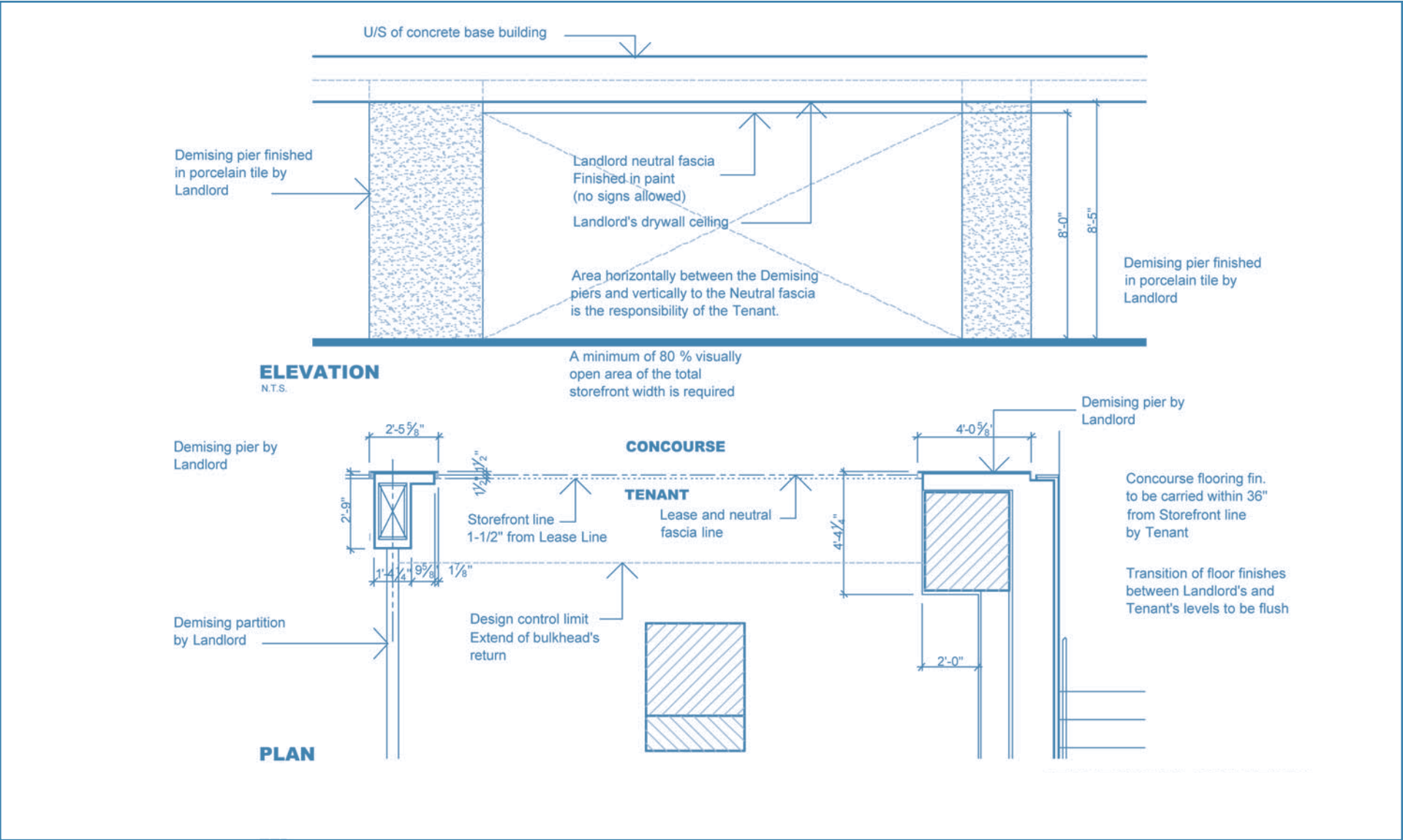




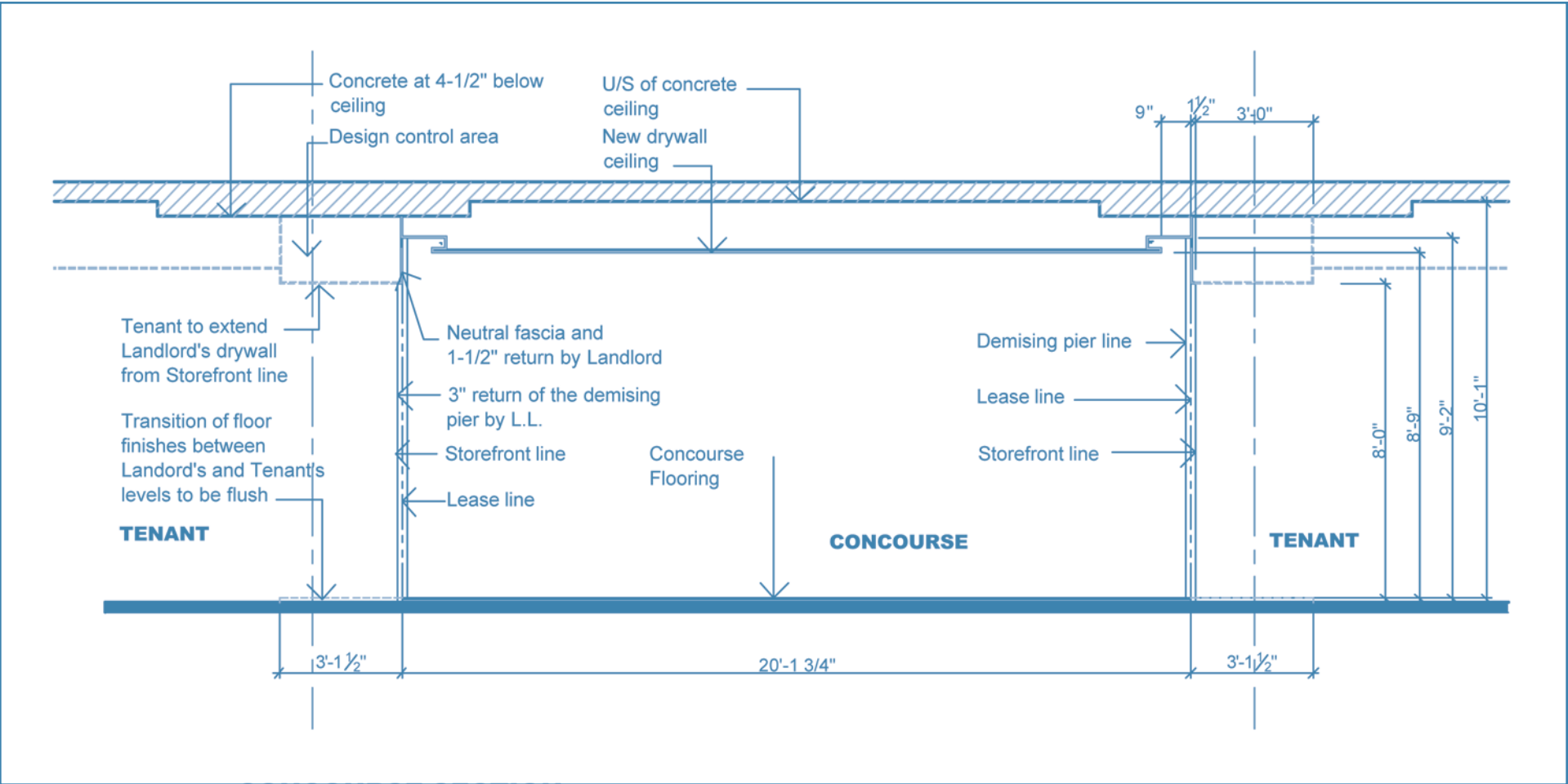


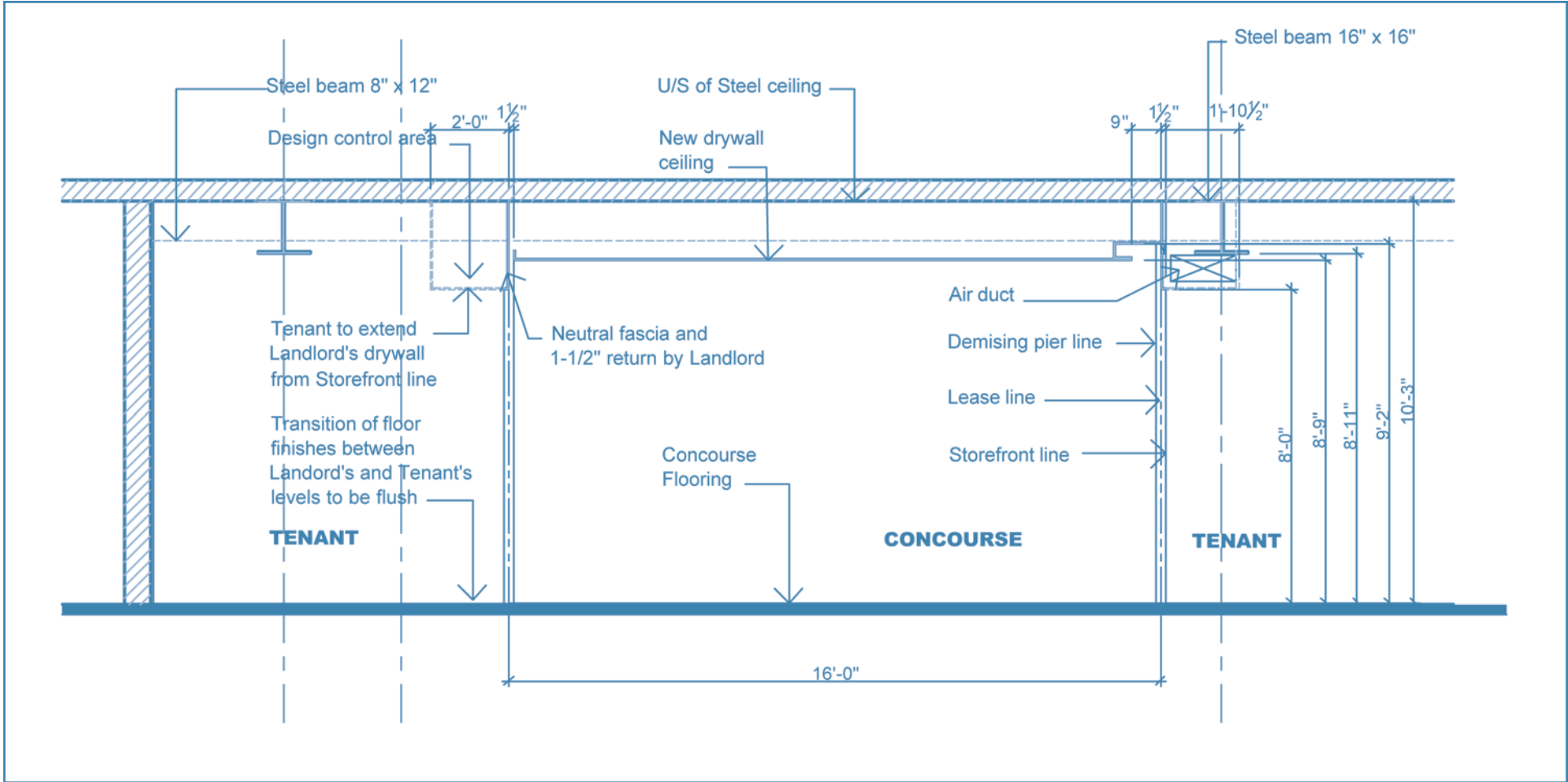
Concourse Section
at Yonge Area
Ceiling at 8'-5"



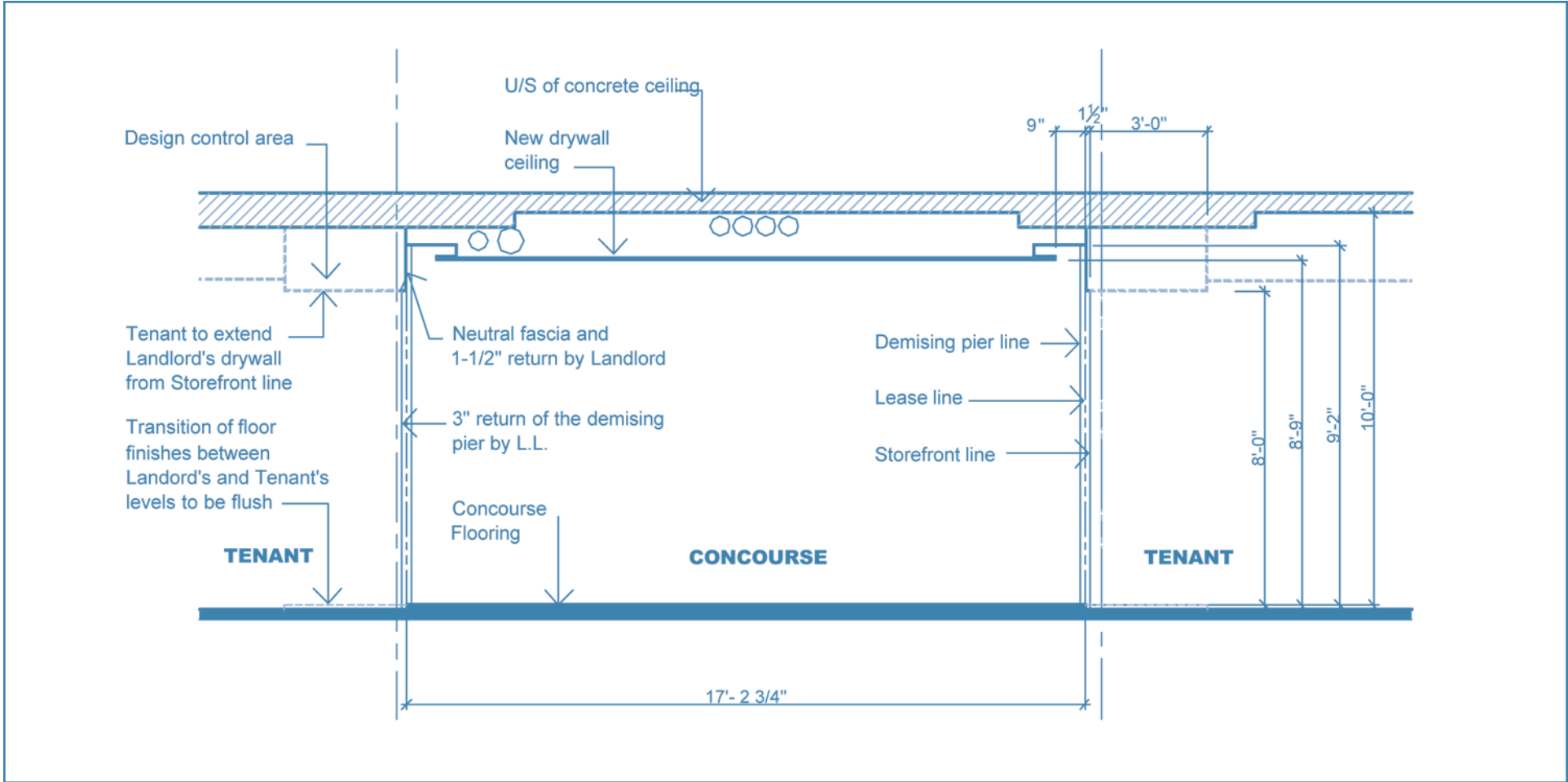


Concourse Section
at Bloor Area
Ceiling at 8'-9"

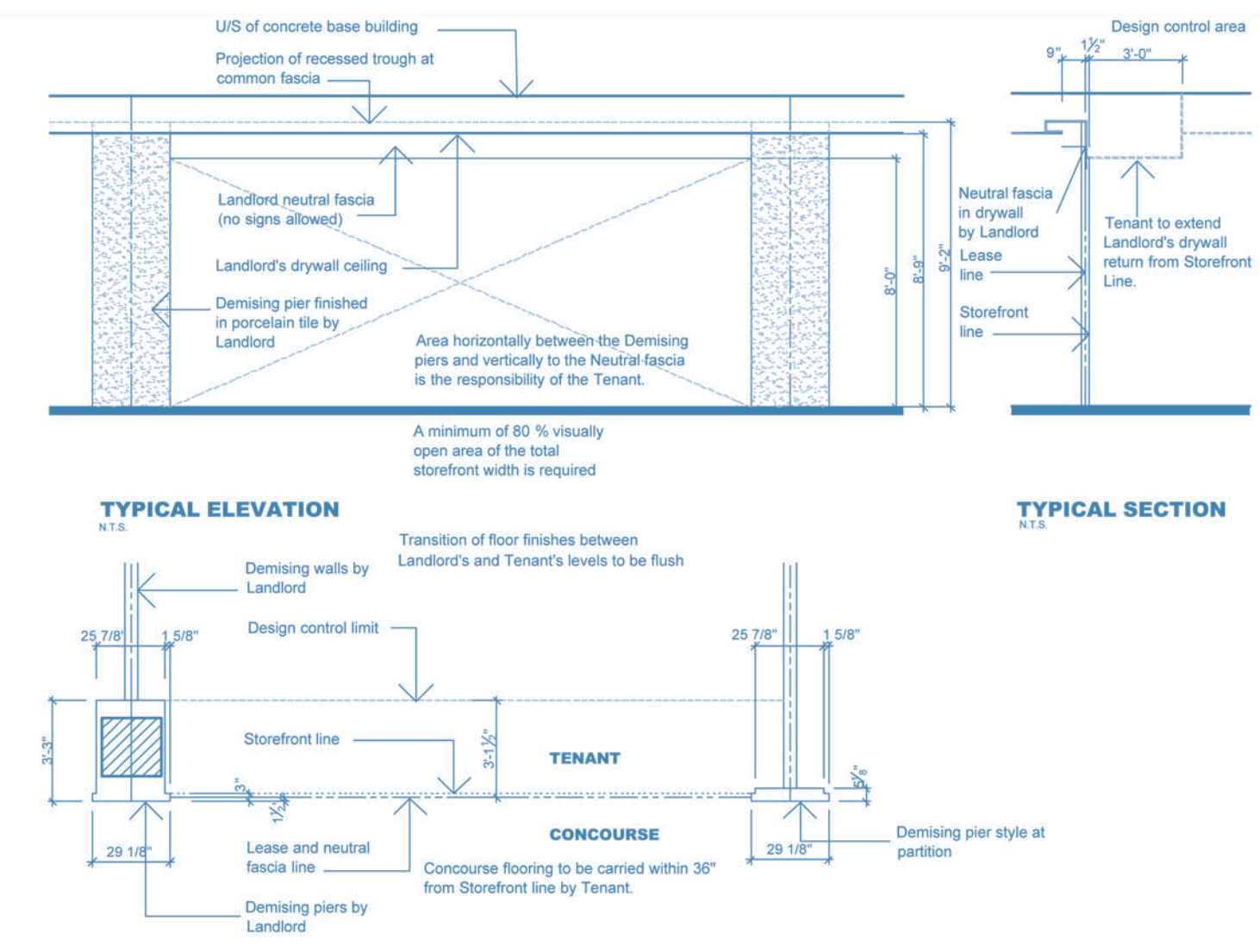


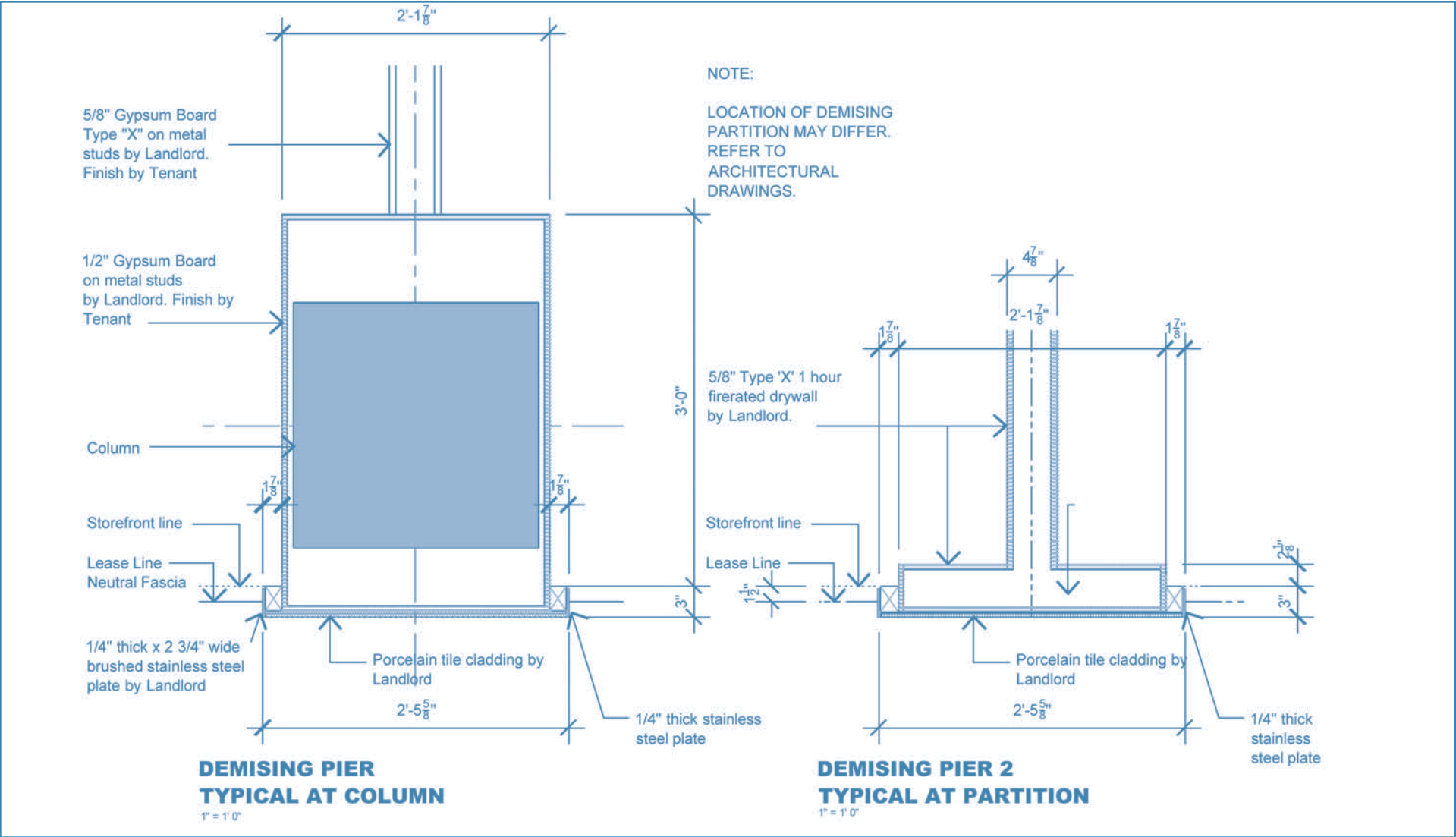


Concourse Section
at TTC Area
Ceiling at 8'-9"



Concourse Section at Hotel Area Ceiling at 8'-9"







General Criteria:

The following criteria are to be considered and incorporated into the store designs:

- Tenant storefront construction shall not project beyond the Tenant lease line, including moldings, or any other architectural elements.
- Tenant shall provide a sign support to receive lettering, icons and to conceal all electrical wiring and transformer. The support shall be fully integrated with the overall design of the storefront & is subject to Landlord's approval.
- Ceiling material shall be washable. Acoustical ceilings and open ceilings will not be allowed in the Tenant area open to public view. Track light & mounted surface lights will not be permitted in the control zone, recessed lighting are encouraged.
- Floor tile, from lease line to closure line and/or to tenant counters if located in the control zone, by Tenant to Landlord specification (Olympia, Avant garde, Savane Brown, 12"x12" - RF.AG.SAV.1212)

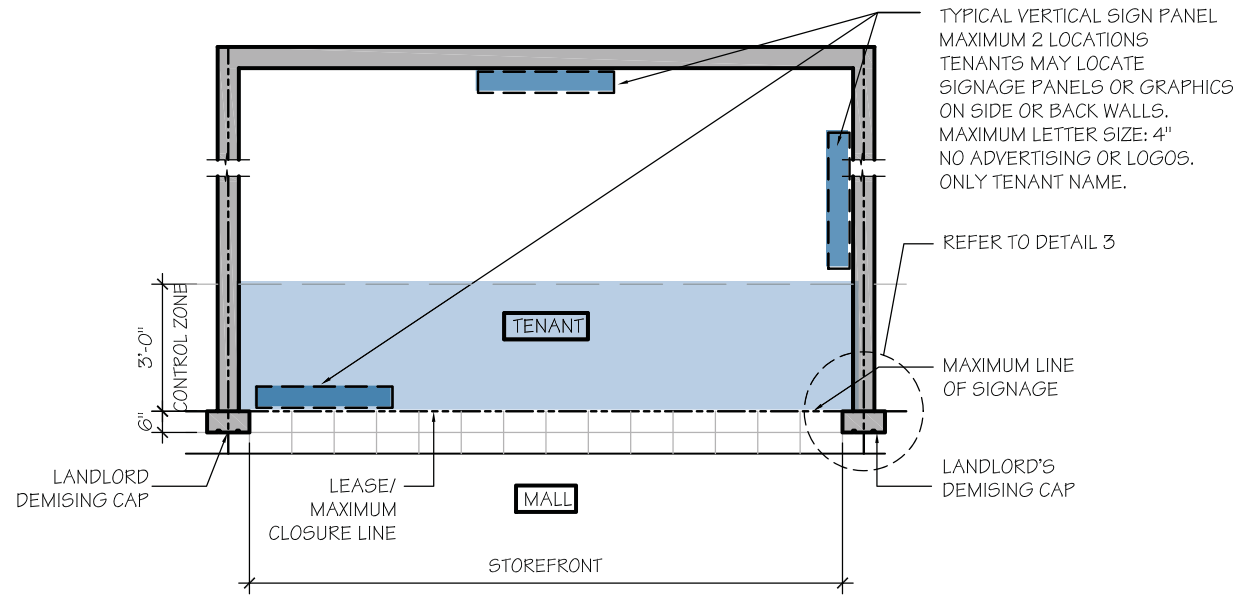
Signage:

- Tenants are allowed one signage panel at storefront, and a second panel on either a side or a back wall.
- Refer to sections 2.4 for signage criteria, except for section regarding size and location, which are specific for the South Bloor Retail.
- Storefront signage to be positioned on a wall behind the back of the end cap.

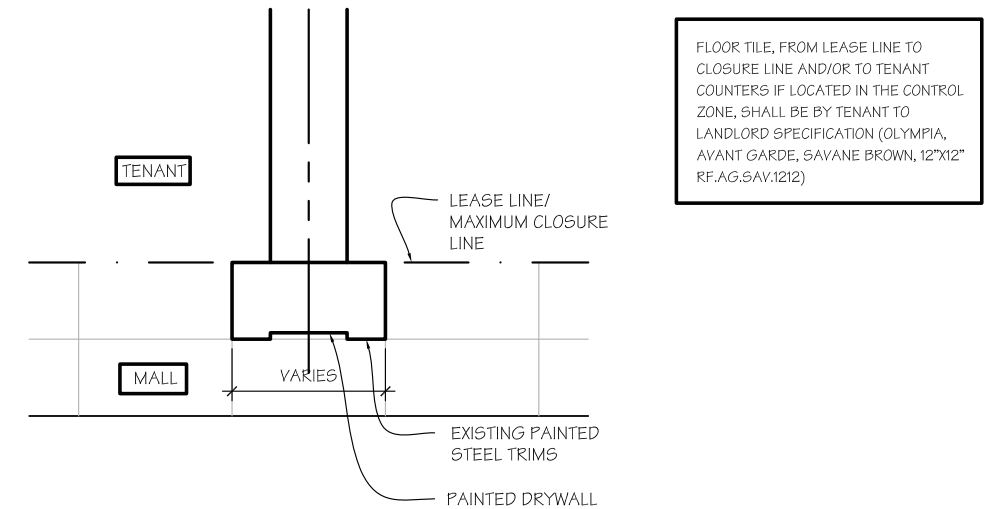
Closure Systems:

- Frameless glass with sliding or swing doors, with top and bottom rails only.

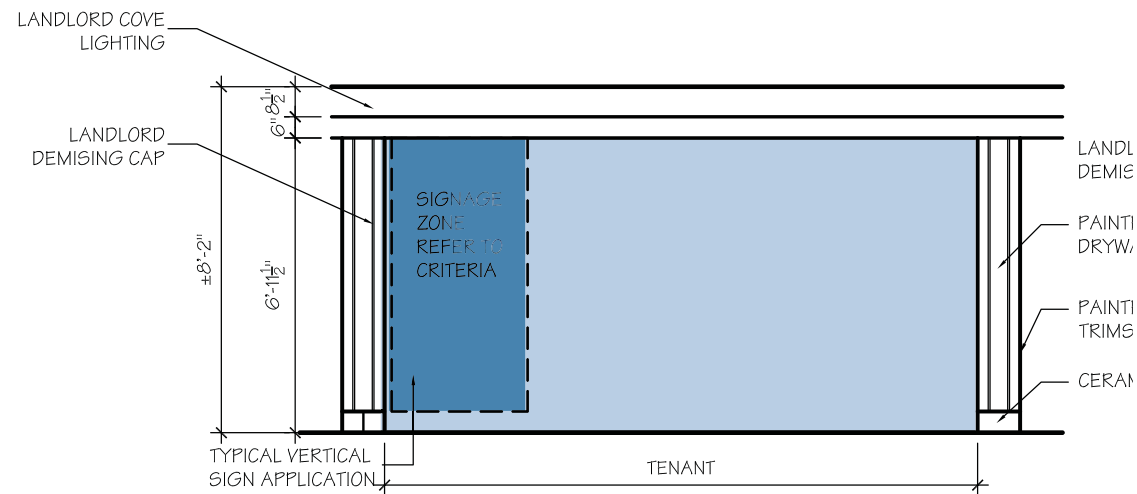
2.2.4.Type D: South Bloor Retail Tenant Criteria



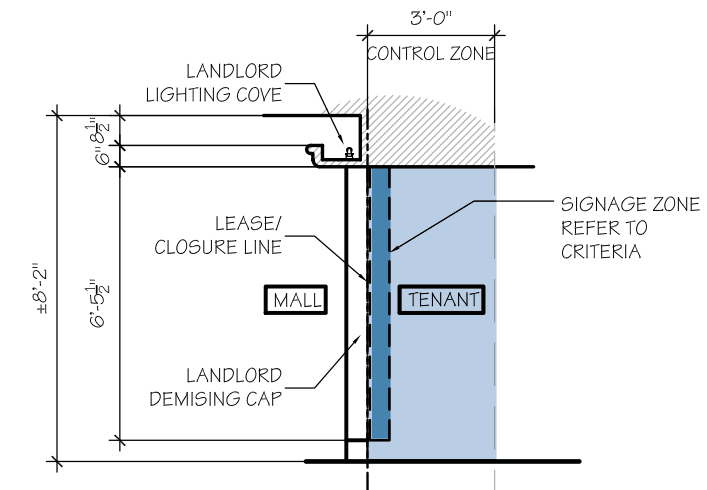
1. PLAN - TYPICAL STOREFRONT CONDITION



3. DEMISING CAP DETAIL



2. ELEVATION - TYPICAL STOREFRONT



4. SECTION - TYPICAL STOREFRONT CONDITION

The Landlord Control Zone is an area across the entire width of the Tenant's storefront, extending from the Tenant Lease Line into the space as indicated for each storefront type. The Landlord reserves the right to refuse or request amendments, or modifications to the design of this zone in order to maintain diversity, as well as to maintain the standard of design and quality of finishes throughout The Hudson's Bay Centre. As the appearance and design of this zone is critical to the overall store appearance, all Tenants must comply with the following criteria:

- High quality hard surface flooring such as natural wood, stone or porcelain tile must be used throughout this zone. Carpeting and vinyl tile will not be permitted.
- Ceiling materials shall be gypsum board, wood or other type of quality architectural material. Acoustical tile ceilings and open ceilings will not be permitted.
- Recessed incandescent or halogen lighting shall be used. Exposed fluorescent tube light fixtures will not be allowed.
- Sprinkler heads in the ceiling shall be fully concealed with cover plates.
- Show windows which will support dynamic store window displays are encouraged.
- High quality noble materials and finishes shall be used.
- Mobile display fixtures or merchandise, either temporary or permanent, must be placed behind the Tenant entry door closure line. Merchandise racks and display fixtures must not block customer traffic flow in and out of the store.
- Freestanding temporary signage or poster holders are not allowed outside of the Tenant closure line and cannot impede traffic flow in and out of the store.
- Television monitors installed within the Landlord Control Zone can be incorporated into the overall design, but cannot be visible from the common mall area, and must be approved by the Landlord. Monitors, if allowed, and speakers shall not transmit any sound or image into the Landlord's common mall area.

2.4.1. Primary Signage

In order to promote retail individuality along the shopping promenade, tenants are encouraged to provide interesting and unique storefront signs on their facades. All tenants must have one primary storefront sign for the purpose of store identification only. This sign must be limited to the trade name (as agreed to in the lease documentation with the Landlord) and logo; advertising or product names can not be displayed as part of the signage. Illuminated or non-illuminated graphic panels or boxes, if located within the Landlord Control Zone, may be permitted, subject to Landlord approval.

Tenants are required to comply with the Signage Criteria. The Tenant’s sign design and specification of application are to be submitted with preliminary submissions and are subject to the Landlord’s approval prior to fabrication and erection. Any installed signs that have not been approved and do not comply with the Retail Construction Standards must be revised to meet these requirements at the Tenant’s expense.

2.4.2. General Requirements

Approval of the design of the Tenant’s primary signage will be based, in part, on the following precepts:

- No flashing, blinking, animated or audible signs will be permitted.
- Visible or exposed light sources will not be permitted.
- Edge or back lighted translucent signs and front-lighted opaque signs shall not produce a visible brightness/luminance, which exceeds 200 foot-lamberts.
- Illuminated letters (channel letters, neon, etc.) shall not produce a visible brightness/luminance which exceeds 250 foot-lamberts. Colour of light will be selected to maximize clarity.
- All conduits, transformers or other related equipment must be completely concealed from view from the mall. Exposed brackets or fastenings must be painted out to minimize their appearance. Manufacturers’ or government labels must be concealed from view.

- Tenant’s sign fabricator shall submit shop drawings directly to Project Manager for approval.
- Shop drawings must include full dimensions, letter style and type, face colour including material and thickness, return colour including material and thickness, type of lighting, brightness, mounting hardware, sample of material, transformer location and access, and placement of sign drawn to scale and dimensioned.
- All permits for signs and their installation shall be obtained by the Tenant or its representative.
- All signs shall be constructed and installed at the Tenant’s expense.
- Tenant shall be responsible for the fulfilment of all requirements of the Retail Construction Standards and shall submit samples of sign material.
- The Landlord reserves the right to reject any sign design that is not compatible with the overall criteria.

2.4.3. Design Requirements

All tenant storefront entrance/store identification designs shall be subject to the approval of the Landlord. Imaginative designs which depart from traditional methods will be encouraged. The wording of all signs shall include the Tenant's trade name only. Tenants are encouraged to have signs designed as an integral part of the storefront design with letter size and location appropriately scaled and proportioned to the overall storefront design.

- Signage may extend no more than 2 ½" beyond the Lease line.
- All storefront signs are to be placed below the Landlord's neutral fascia.
- Length of signing shall not exceed 60% of storefront width, with a maximum letter height of 16".
- No animated components, flashing lights, formed plastic, injected moulded plaster, or box type backlit signs with translucent background panels are permitted.
- No exposed conduit, tubing or raceways, as well as conductors, transformers, ballasts and other equipment, shall be permitted.
- All signs, bolts, fastenings, and clips shall be of hot-dipped galvanized iron, stainless steel, aluminium, brass or bronze. No black iron materials of any type shall be permitted.
- No sign-maker's labels or other identification (including UL label) shall be permitted on the exposed surface of signs, except those required by local ordinance. If required by local ordinance, such labels or other identification shall be in an inconspicuous location.
- The sign contractor shall repair all damage to any other work caused by his work.
- Capital letters must not exceed 16" and lower-case 12". The Landlord reserves the right to refuse signage depending on tenant's choice of font or letter style.
- The Tenant must provide access from within his premises for the servicing of sign components.
- Signage may be:
 - a) Incorporated into the Tenant's space
 - b) Freestanding within the Tenant's space.
 - c) Incorporated on the glazed portion of the storefront
 - d) Applied on solid background.
- Allowed type of signage may be of the following type:
 - a) Painted, silk-screened, etched, or applied to inner surface of storefront glazing.
 - b) Individually built letters (lit or unlit), either floating or on a solid background.
 - c) Raised letters in metal, wood, and glass applied on a solid background or storefront glazed portion
 - d) Other special sign subject to Landlord's review and approval.

2.4.4. Acceptable Types of Signage

- Silhouette (halo type) reverse channel letters with neon illumination.
- Illuminated front face or three side illuminated channel letters.
- Internally illuminated cabinet sign with routed out copy and push through acrylic letters. The sign cabinet must be recessed, or fully integrated into the façade design.
- Three-dimensional, carved or freestanding individual letters.



acceptable primary sign - internally illuminated push-through acrylic letters



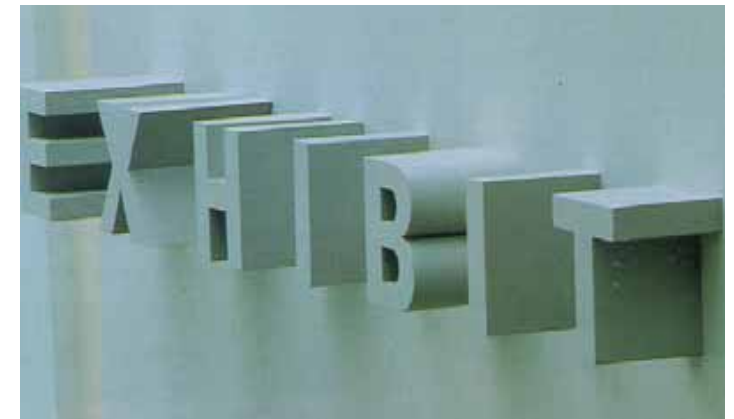
acceptable primary sign - logo type with individual letters



acceptable primary sign - reverse channel letters



acceptable primary sign - backlit individual letters



acceptable primary sign - stylized 3D letters - tone on tone



Unacceptable - surface mounted box sign



Unacceptable - exposed neon tubes

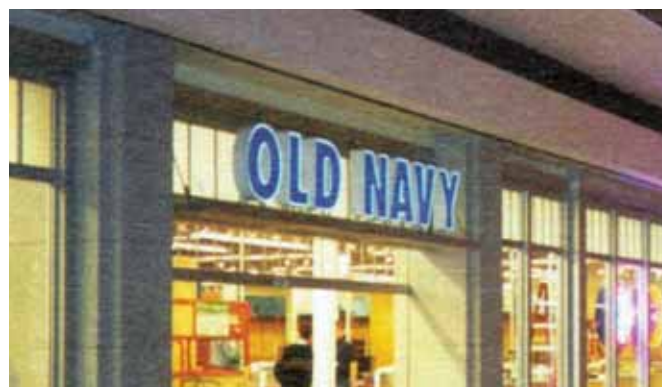
2.4.5. Unacceptable Types of Signage

While the signs below may be acceptable in another environment, they would not be acceptable at The Hudson's Bay Centre for the reasons indicated.

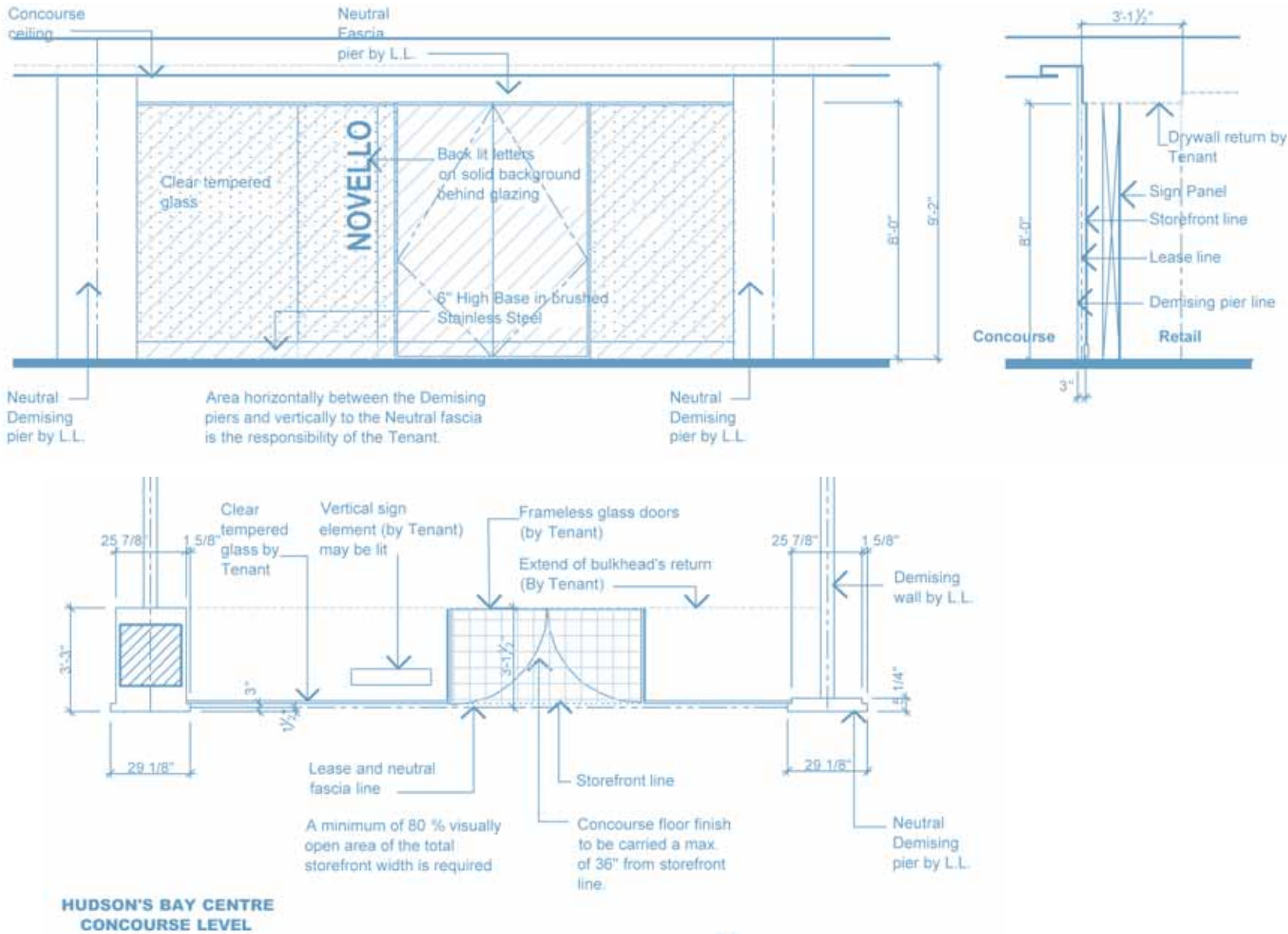
- Exposed or surface mounted box or cabinet type signs.
- Exposed neon tube or open face channel letters with exposed neon tube.
- Paper, cardboard, cloth, foam or other signs that are not professional in appearance.



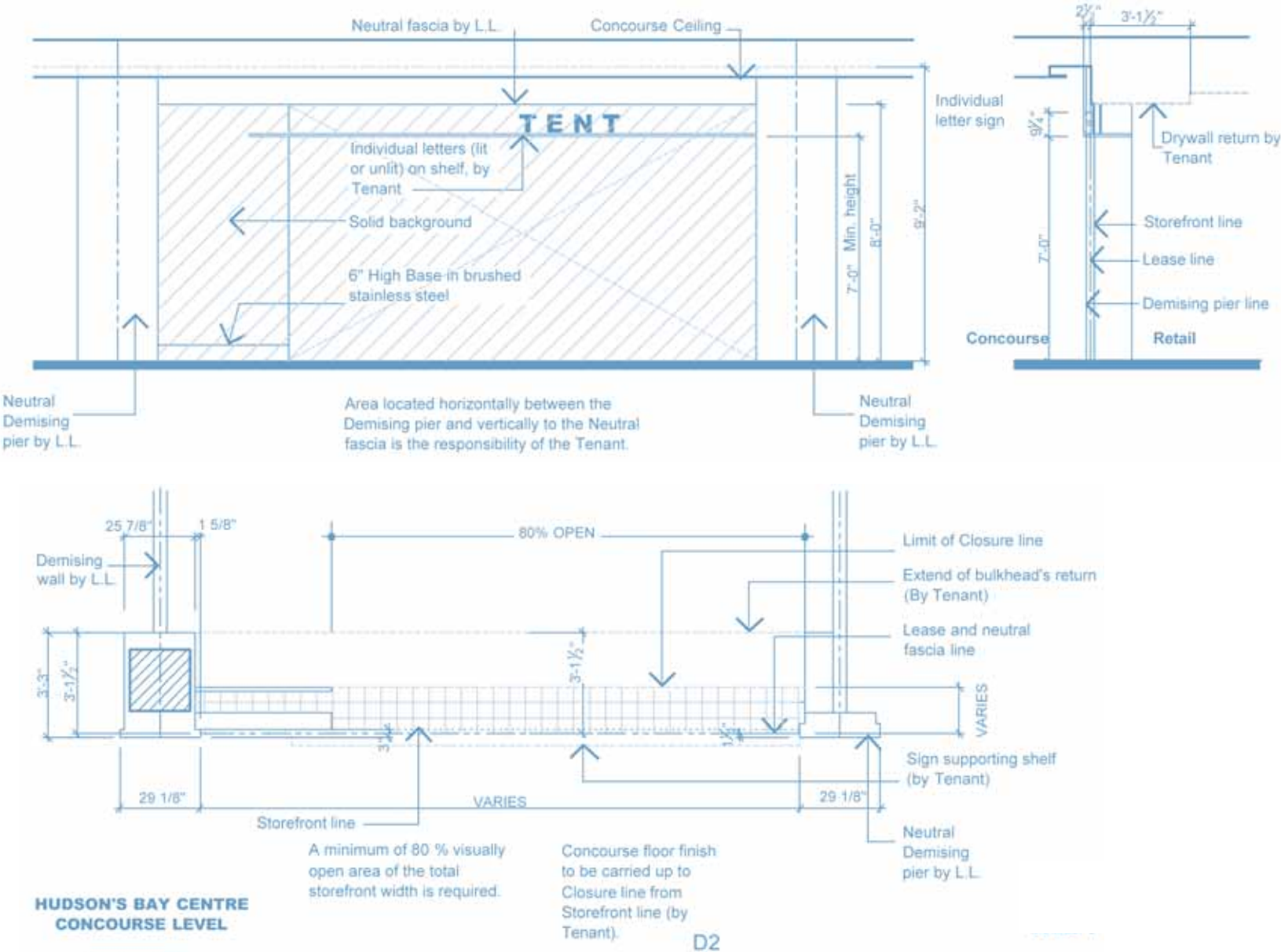
Unacceptable - flat letters, illuminated with gooseneck lighting

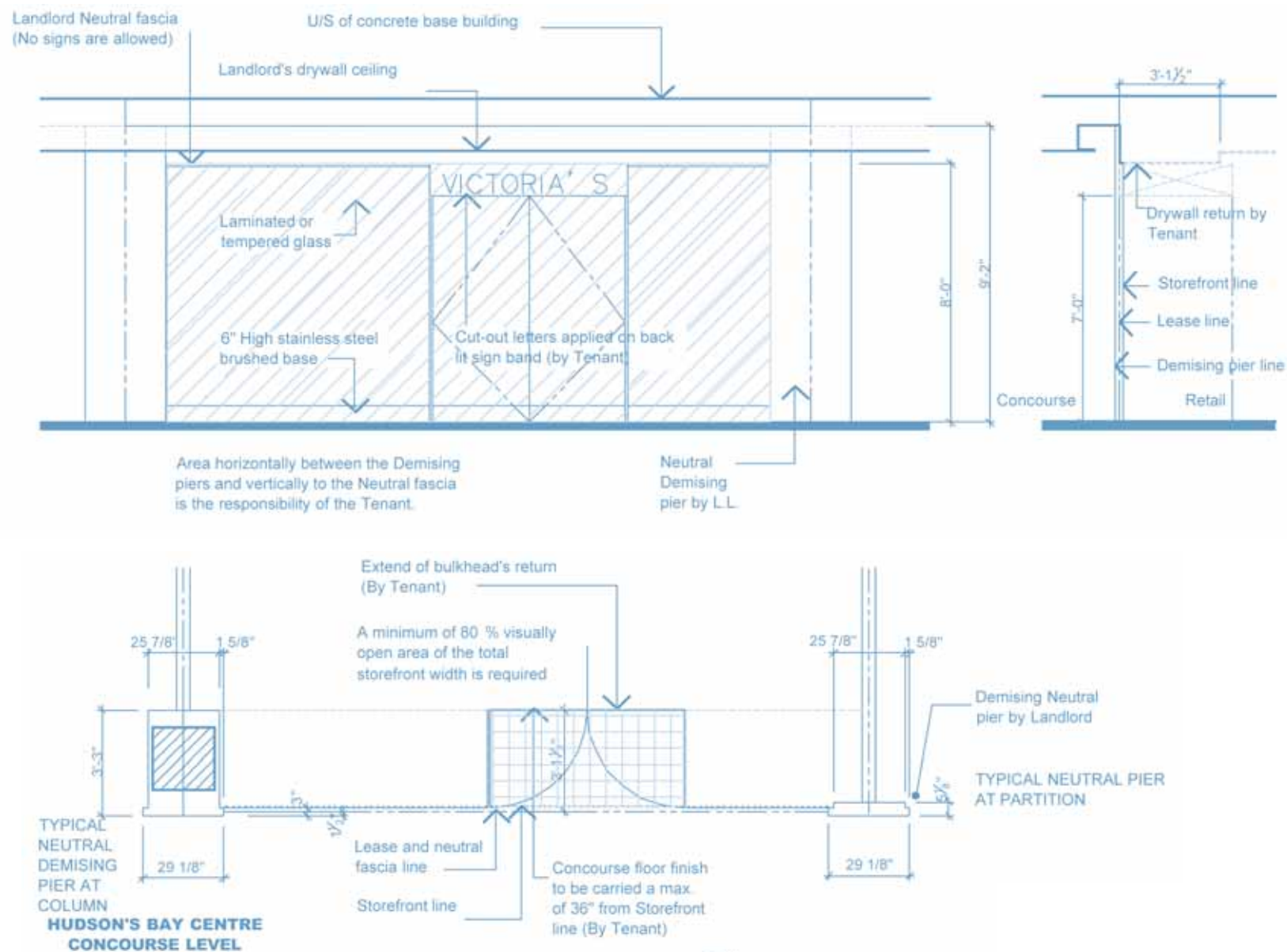


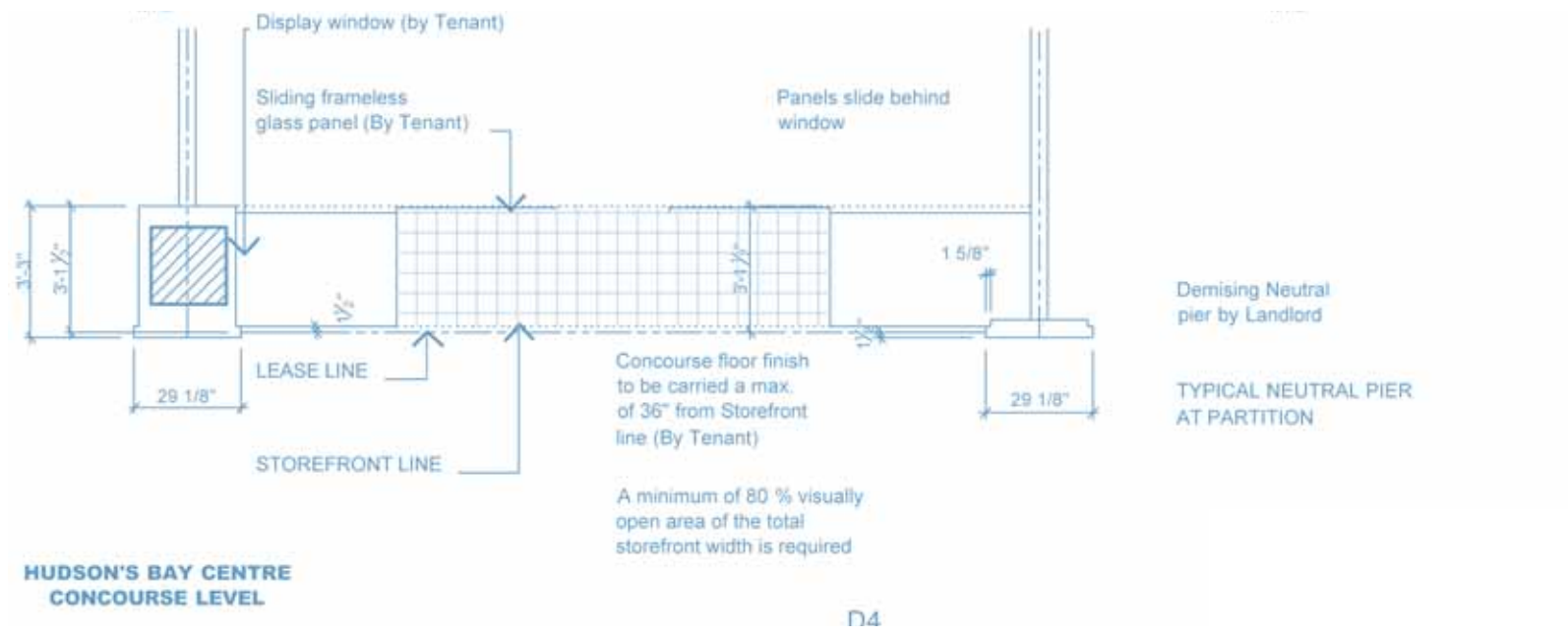
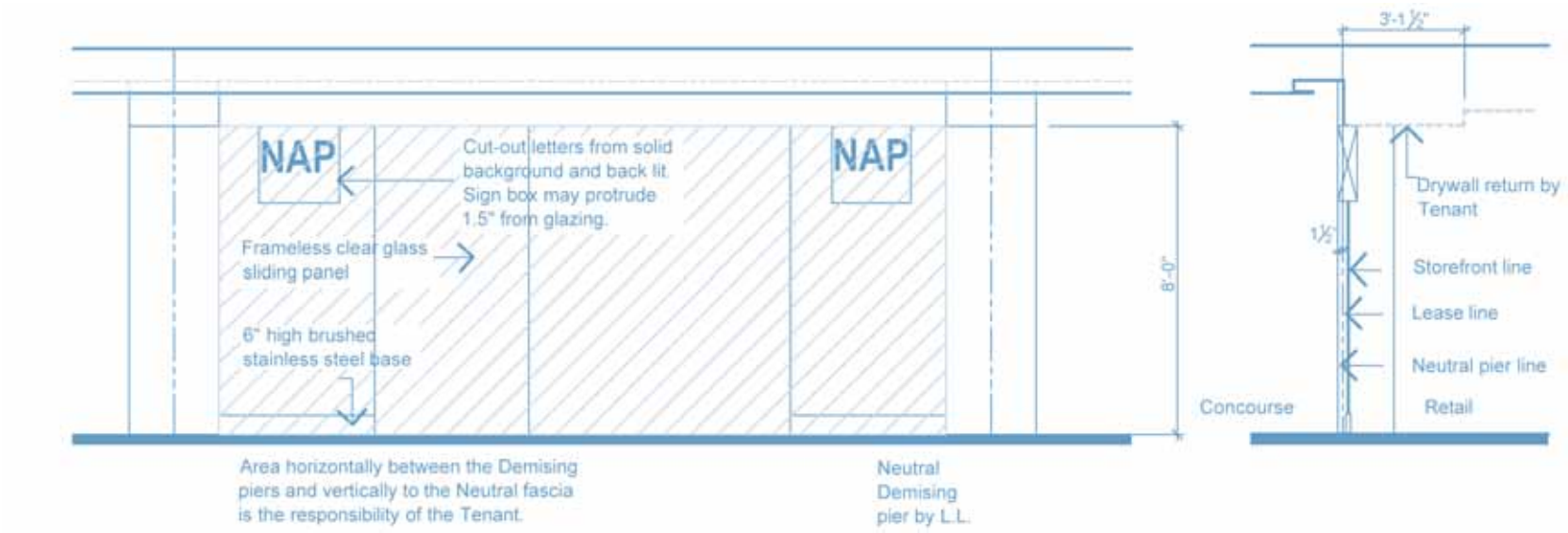
Unacceptable - letters exceed 16" high



D1







2.5.1 Storefront Materials and Finishes

The Tenant storefront materials are critical in creating a quality and dynamic retail experience. To remain consistent with the noble materials used in Centre, and to maintain a high standard of design and retail animation, Tenants are encouraged to use natural and durable materials of superior quality.

All materials are to be installed over a durable substrate, and must be long lasting with minimal maintenance requirements.

All storefronts shall comply with all governing and applicable building and fire code requirements.

The Landlord reserves the right to reject or request substitutions or adjustments to the proposed finishes. All materials must be approved by the Landlord prior to installation. Nothing is to be attached to the Landlord's finishes.

a. Acceptable Façade Materials

- Tempered glass
- Sandblasted, stained, or etched glass
- Honed, polished or bush hammered natural stone
- Quality porcelain
- Mosaic tiles
- Stainless steel and chrome
- Polished, brushed or textured metals
- Finish-grade figured hardwood, stained and/or lacquered
- Quality acrylic surfaces, polyester resin

b. Unacceptable Facade Materials

- Painted drywall, wallpaper
- Slatwall or pegboard
- Painted metals
- Plastic laminates
- Simulated plastic laminates: brick, stone, wood, etc.
- Vinyl or fabric wallcovering
- Mirrored finishes
- Distressed wood, masonite, plywood paneling, knotty pine, flat-cut oak, painted wood
- Metal laminates
- Applied vinyl letters

2.5.2 Landlord's base building concourse materials
(Types A through C)

DEMISING PIER

Porcelain tile 16"x24" PIETRA COLLECTION # AT 055 BSL slate finish
From: SAVOIA CANADA INC. Tel: 416.789.7778

Feature detail: mosaic tile 2"x2" VITRIUM LUXA # L 397 (red)
From: STONE TILE Tel: 416.515.9000

NEUTRAL FASCIA

Gypsum board painted in Benjamin Moore # OC 124 Alpine White eggshell finish

CEILING

Gypsum board painted in Benjamin Moore # OC 124 Alpine White eggshell finish

FEATURE WALL

Back painted glass ST-GOBAIN # MASTER RAY in 30"x30" panels
From: PRELCO 1 418 862 2274

Base: brushed stainless steel # Excelsior 4

FLOORING

Cement terrazzo to match existing matrix and chips. Contact the Project Manager for supplier's name.

2.5.3 Tenant Materials Within the Leased Premises

a. Acceptable Materials Within the Leased Premises

All materials will be reviewed by the Landlord for acceptance at the sole discretion of the Landlord. The Tenant's materials should be of a level of quality and finish, which maintains or enhances the high standards, set by the base building.

b. Unacceptable Materials Within the Leased Premises

- Applied decals/vinyl lettering
- Peg Board/melamine finished slat wall
- Exposed fluorescent tubes
- Exposed H.I.D. lamps
- Exposed incandescent lamp (exception: integral reflector lamps that provide filament shielding of 35° or more)
- Fluorescent paint
- Vinyl tile within the sales area
- Any material that would constitute a fire and/or public hazard material that, in the Landlord's opinion, are of low quality, non-durable and/or difficult to maintain.

2.6 Storefront Security Systems



ENCOURAGED STOREFRONT EXAMPLES

- Storefront electronic security systems and any other shoplifting detection devices must be integrated into the Tenant's storefront design. Any such devices must be concealed from view.
- Any theft detection/security device system must be submitted with the overall design submission. No system shall be installed unless approved by the Landlord. Failure to comply with this approval process will result in the removal of such systems by the Landlord at the Tenant's expense.
- All wiring to the security systems must be concealed from view. Power poles and wiring channels exposed to view are not permitted.
- After hours security systems should be monitored off site by tenant. No audible alarms are permitted after hours.

2.7 Closure Systems

2.7.1. Types A through C

- Tenants must provide glass closure systems, which may include pivoting doors, sliding doors, bi-folding glass doors, etc. Frameless glazing is required, although exceptions may be allowed subject to Landlord's approval. Sliding glass doors may be concealed within a pocket. All door tracks, top and bottom must be recessed flush into their surrounding surfaces.
- Swinging glass doors may be left apparent in an open and locked position as long as they do not protrude beyond the lease line.
- Sliding storefronts must be clear glazed and be of a single track variety to minimize interruption of floor finishes. A second sliding glass panel may slide behind the first fixed panel, creating a show window. No multiple stacked glass panels are to be exposed.
- Solid doors, roll-down and garage doors will not be permitted.
- Fully open storefronts are not permitted. Storefronts can have a maximum opening/entrance of 40% of the entire façade.
- Where the closure line is set back from the lease line, the landlord's mall floor finish must be carried to the closure line by tenant's contractor.

2.7.2. Types D & E

Specifications of sliding grille type closures:

- Certain closure conditions may require closure grilles at pre-approved locations. In this case, the closure grille, shall be Glass Vista, as manufactured by Amstel Manufacturing, (Tel: 1-800-663-6202). Finish to be clear anodized aluminum with glass panels. Closure grille track is to be fully recessed into the storefront bulkhead. End posts are to be top and bottom locking type. Spring loaded dropbolt(s) are to engage floor socket(s) and top lift bolt(s) protrude into the track and header. Lead and end walls are to be free of wall jam. The closure grille pockets are to be closed after hours when the grille is in the open position.

2.8 Store Interior Design Criteria

- All Tenants are required to provide a high quality, finely detailed and unique interior environment. Interior finishes for flooring, walls, ceiling, lighting, furnishings and décor are to be long-lasting and of superior commercial quality.
- All trade fixtures shall be new and of durable quality and finish consistent with anticipated heavy duty public use.
- All transitions between floor finishes of unequal thickness are to be accomplished by a gradual transition with floor leveling compound to create a smooth and level walking surface. Tripping hazards such as carpet trim strips and noticeable reducer trim are not permitted.
- Carpeting, if used within the sales area, shall be of the highest quality (minimum 32 oz quality).
- Vinyl tile or any other sheet flooring goods, as well as simulated materials such as simulated wood planks, are not permitted in the sales area.
- All ceiling construction, including drywall bulkheads and ceilings, are to be properly supported and braced to the building structure.
- Standard acoustical tile ceilings will not be permitted within the sales area.
- The Tenant must submit full details indicating finish treatment at expansion joints

where they occur within the retail space.

- Tenant must provide access panels where required to service Landlord and Tenant's electrical and mechanical servicing. Coordinate with base building mechanical and electrical personnel.

2.9 Interior Lighting Requirements

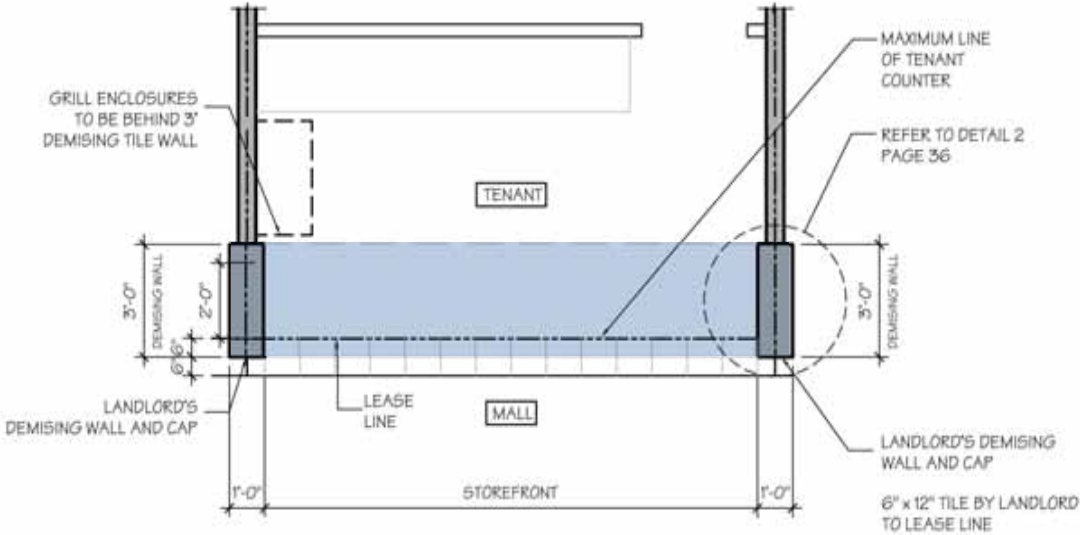
- Tenants must have dramatic and well illuminated storefronts, emphasizing their visual presentation, display windows and architectural features. Refer to Landlord Control Zone criteria.
- Tenants must have a well illuminated sales area. Appointed accent lighting and varied lighting levels that will create drama and interest is encouraged. Light levels of 25 - 45 foot candle (F.C.) for general merchandise and 125 - 225 F.C. for feature displays are required.
- All light fixtures shall be of high quality commercial grade.
- No lamps or bulbs will be permitted that are directed or aimed into the mall.
- No mercury vapour or high pressure sodium lamps, strobe, spinner, chase, or moving type lighting will be permitted.
- Exposed or unshielded neon tube lighting will not be permitted, and if considered, will be subject to Landlord's approval, based on the merit of the design by a valance ceiling slot or a cove detail.
- Exposed fluorescent or standard fluorescent light fixtures of any kind will not be permitted in the sales area unless concealed they may only be used in non-public, backstore areas.
- All light fixtures and installations must conform to all applicable building and construction codes and regulations.
- Suspended or surface mounted track lighting systems will not be permitted.
- Recessed or decorative luminaires are acceptable.

2.10. Type E - Food Court Design Criteria

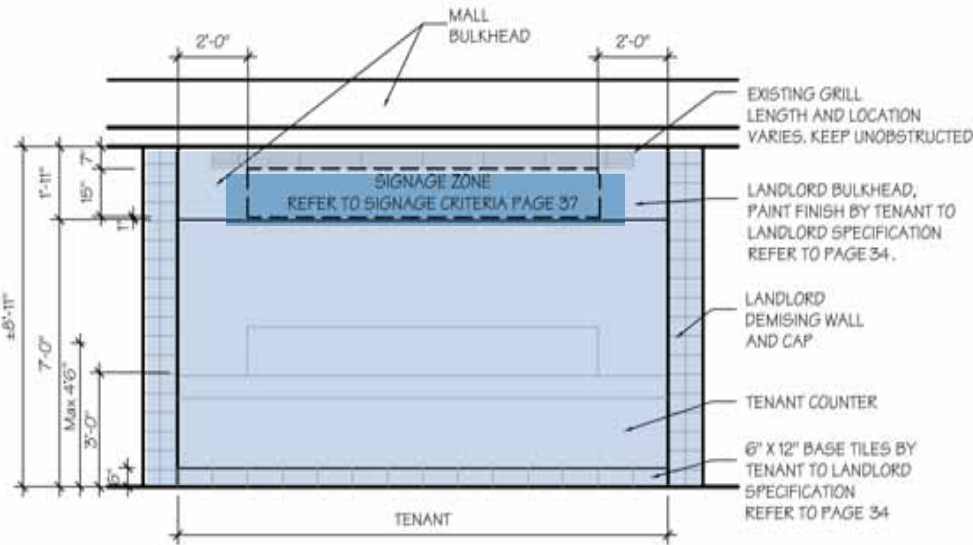
The following criteria are to be considered and incorporated into the store designs:

- Tenant storefront construction shall not project beyond the Tenant lease line, including moldings, or any other architectural elements, excepting for the signage & tray rail. See below.
- Signage elements are permitted to exceed the lease line up to 5" into the mall space.
- Tenant's signage must be securely installed on the Landlord bulk head within the signage zone. All electrical wiring & transformer shall be fully concealed.
- All surfaces including floor, walls, ceiling, counters, cupboard and shelving that is located in any storage, food preparation area or walk-in cooler/freezer must be constructed of materials that are smooth, non-absorbent, free of cracks or crevices, easily washable. These materials shall be in accordance with all applicable requirements of the appropriate public health authorities.
- All visible tenant equipment on counter facade shall be covered by a front counter material. Exceptions, such as food display cases, must be submitted to Landlord for approval. All equipment located at front counter, including sneeze guards and display units, must not exceed 4'-6" high.
- All equipment is to be integrated into the overall store design.
- Ceiling material shall be washable. Acoustical ceilings and open ceilings will not be allowed in the Tenant area open to public view. Track light & mounted surface lights will not be permitted in the control zone, recessed lighting and suspended light fixtures are encouraged.
- Tenant counter must intergrate a built-in tray rail which includes a concealed continuous strip light. Projecting tray rails are not accepted. Tray rails are permitted to exceed the lease line up to 5" and must be minimum 1" recessed from the demising cap.
- Tenant's hood must be clad in an architectural finish & incorporated to the overall design. Exposed stainless steel hoods will not be accepted
- One of a kind storefront designs will be required.

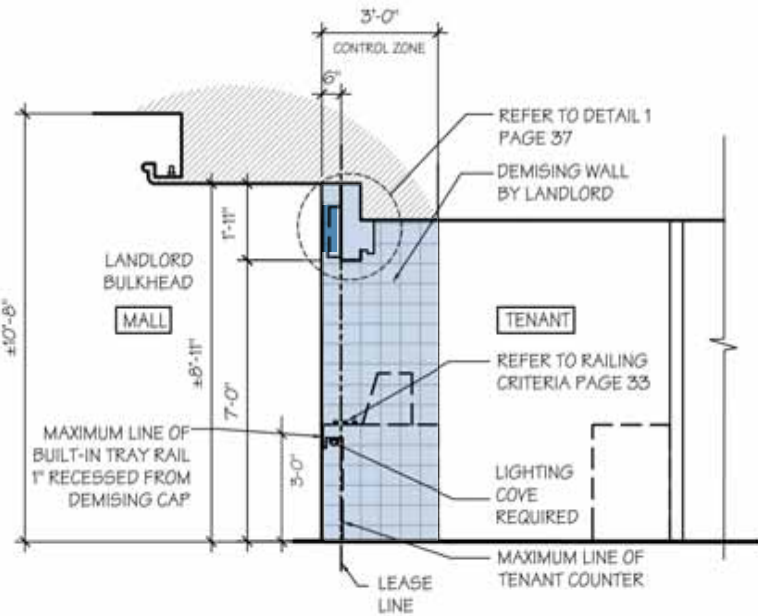




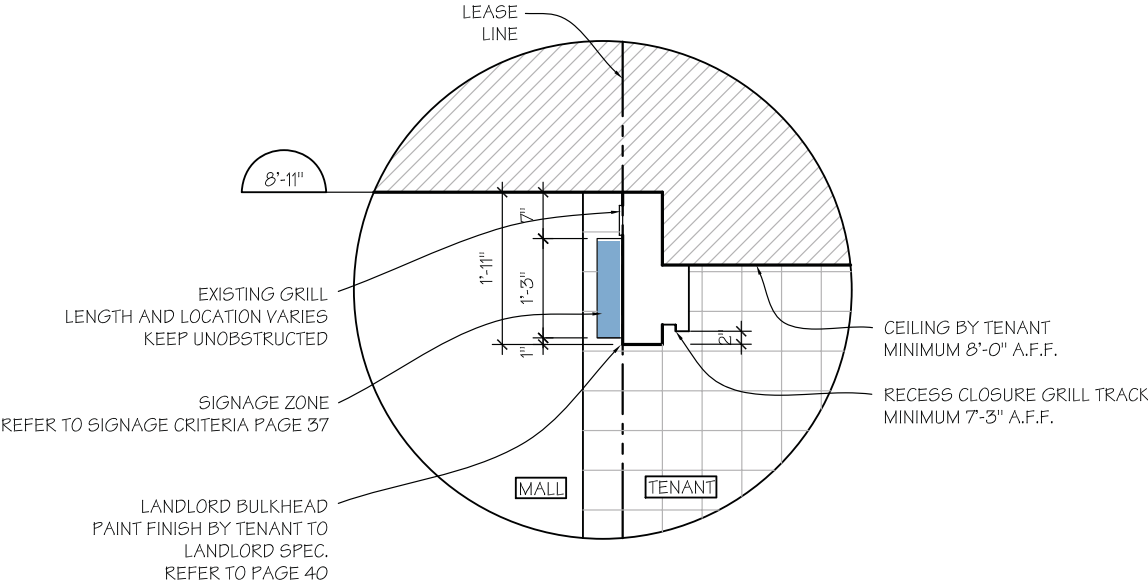
1. PLAN - TYPICAL STOREFRONT CONDITION



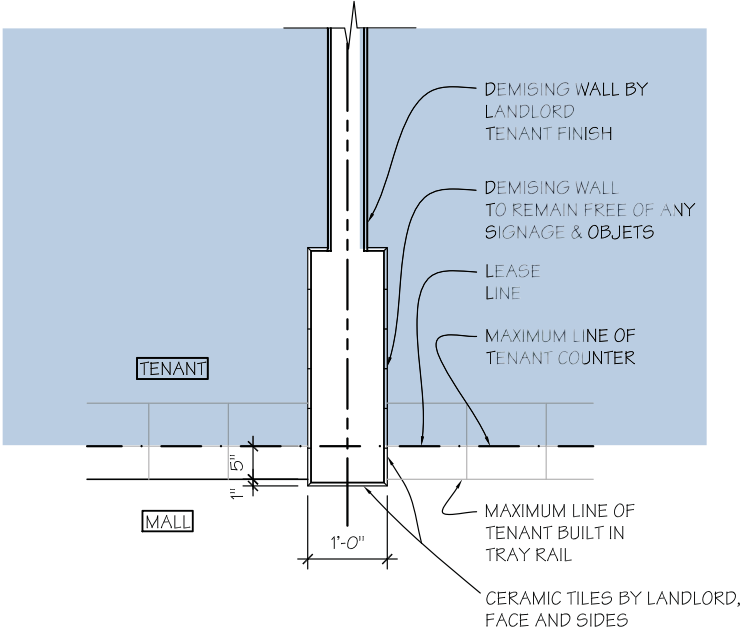
2. ELEVATION - TYPICAL STOREFRONT



3. SECTION - TYPICAL STOREFRONT CONDITION



1. SIGNAGE ZONE DETAIL



2. DEMISING WALL DETAIL

FLOOR TILE BEYOND LEASE LINE TO TENANT COUNTER BY TENANT TO LANDLORD SPECIFICATION (OLYMPIA, AVANT GARDE, SAVANE BROWN, 6"X12")

Side folding closure grilles for Food Court tenants are to have the following specifications: Glass Vista, as manufactured by Amstel Manufacturing, (Tel: 1-800-663-6202). Finish to be clear anodized aluminum with glass panels. Closure grill track is to be fully recessed into the storefront bulkhead. End posts are to be top and bottom locking type. Spring loaded dropbolt(s) are to engage floor socket(s) and top lift bolt(s) protrude into the track and header. Lead and end walls are to be free of wall jam. The closure grill pockets are to be closed after hours when the grill is in the open position.

2.10. 2 Food Court Tenant Signage Criteria

In order to promote retail individuality in the food court, food court tenants are encouraged to provide interesting and unique storefront signs on their facades. All tenants must have one primary storefront sign for the purpose of store identification only. This sign must be limited to the trade name (as agreed to in the lease documentation with the Landlord) and logo; advertising or product names can not be displayed as part of the signage.

Approval of the design of the Tenant's primary signage will be based, in part, on the following precepts:

- Signs must be located within the designated Signage Zone, and must not exceed 60% of the total storefront length and within the Signage Zone. 3D lettering & Icon heights within the signage zone are subject to Landlord's approval.
- No flashing, blinking, animated or audible signs will be permitted.
- Visible or exposed light sources will not be permitted.
- All conduits, transformers or other related equipment must be completely concealed from view from the mall. Exposed brackets or fastenings must be painted out to minimize their appearance. Manufacturers' or government labels must be concealed from view.
- Capital letters must not exceed 16" and lower-case 12". The Landlord reserves the right to refuse signage depending on tenant's choice of font or letter style.
- Tenants are to install individual illuminated channel letters on the signage bulkhead.
- Tenant shall provide internal sign support to receive 3D lettering and/or icons to the top surface of the Landlord provided signage bulkhead. No signage company brands or plaques shall be visible to the public area.

2.10.3 Food Court Tenant Menu Board Criteria

In order to maintain a pleasant and high quality food court ambiance at the Food Court, tenants are encouraged to use well designed, non-commercial menu boards in their stores. Menu boards designs must be reviewed and approved by the landlord before construction. Below is a list of guidelines and photos to illustrate them.

- No embellished menu frames. Maintain simple sign frames. Images to remain inside menu frames.
- No more than an area of 35% illustrations will be permitted on the menu boards.
- Dark background with light text or images is encouraged. Limit sign colors to avoid multi-color appearance and enhance visibility.
- No reflective glass or Plexiglas will be permitted to avoid undue reflections.
- No gratuitous advertising panels or illustrations other than Tenant's logo.
- Front lit menu board are strongly encouraged in order to avoid high lighting levels that will take away from the ambiance.
- Slim line LED menu board are the only rear illuminated menu board types accepted.
- Integrated LCD screens will be permitted with a limit of 2 per Tenant.
- Remotely lit menu boards are accepted using recessed light. Surface mounted track lighting is not permitted.
- Handwritten menu boards on blackboards are permitted, providing the writing has a professional appearance. Luminescent handwritten boards are not permitted.

Acceptable
Types of Menu Board



Well designed menu boards with dark background and light text are encouraged.



Maintain simple menu board frames



Low light level integrated LCD screen illustration.

Unacceptable
Types of Menu Board



Overly embellished menu frame.



No surface mounted tracklights. Illustrations covering over 40% of the menu boards will not be permitted.



Overly lit, multicolour menu boards with over 40% illustration.

2.10.4 Storefront Finishes

Service Area Materials and Finishes

The Tenant materials installed in the service area, open to the mall public view, are critical in creating a quality and dynamic retail experience. To remain consistent with the noble materials used in the Hudson Bay Centre, and to maintain a high standard of design and retail animation, Tenants are encouraged to use durable materials of superior quality.

All materials are to be installed over a durable substrate, and must be long lasting with minimal maintenance requirements.

All Tenants shall comply with all governing and applicable building and fire code requirements.

The Landlord reserves the right to reject or request substitutions or adjustments to the proposed finishes. All materials must be approved by the Landlord prior to installation.

Acceptable Service Area Materials

- Tempered glass
- Quality porcelain
- Mosaic tiles
- Stainless steel
- Finish-grade figured hardwood, stained and/or lacquered
- Quality acrylic surfaces
- Plastic laminates
- Metal laminates

Unacceptable Service Area Materials

- Painted drywall
- Slatwall or pegboard
- Sandblasted, stained, or etched glass
- Brushed or textured metals
- Painted metals
- Simulated plastic laminates: brick, stone, wood, etc.
- Vinyl or fabric wallcovering
- Mirrored finishes
- Distressed wood, masonite, plywood paneling, knotty pine, flat-cut oak, painted wood

2.10.5. Base Building Food Court Finishes

- **Landlord bulkhead**
Paint by Tenant to Landlord specification:
Benjamin More - Alpine White - OC-124 - Eggshell finish
- **Floor tile**
General Floor Tile: Olympia, Micron, Beige, 12"x12" IM.MC.BGE.1212
General Floor Tile Accent: Olympia, Micron, Terracotta, 12"x12" IM.MC.TRA.1212
Perimeter tile at storefront: Olympia, Avant garde, Savane Brown, 6"x12"
Demising Wall Tile: Specification to follow

2.10.6 Interior Lighting Requirements

- Tenants must have a well illuminated service area. Appointed accent lighting and varied lighting levels that will create drama and interest is encouraged.
- All light fixtures shall be high quality commercial grade.
- No lamps or bulbs will be permitted that are directed or aimed into the mall.
- No mercury vapour or high pressure sodium lamps, strobe, spinner, chase, or moving type lighting will be permitted.
- Exposed or unshielded neon tube lighting will not be permitted, and if considered, will be subject to Landlord's approval, based on the merit of the design.
- Exposed fluorescent or standard fluorescent light fixtures of any kind will not be permitted in the sales area and may only be used in non- public, backstore areas.
- All light fixtures and installations must conform to all applicable building and construction codes and regulations.
- Tenants must have dramatic and well illuminated storefronts, emphasizing their visual presentation, display windows and architectural features. Varied light levels of 25 - 225 F.C. is suggested. Refer to Landlord Control Zone criteria.
- Suspended or surface mounted track lighting systems will not be permitted.
- Recessed or decorative pendant luminaires are acceptable.

3.1.1. Base Building Finishes

a) Ceilings

- i) The Landlord's base building ceiling shall be separated from the Tenant's ceiling, at the lease line, by either the base building storefront bulkhead, or by a reveal. Where a reveal has been installed by the Landlord, the Tenant shall respect this separation between base building and Tenant materials. This reveal may not be altered in any way by the Tenant or its contractors.
- ii) The base building ceiling design and finish will be extended into the Premises, as identified in the Tenant's Work. This will be selected by the Landlord and installed by the Landlord's contractor at the Tenant's expense.
- iii) Where the base building ceiling finish is extended within the Premises, this surface may not be altered in any way by the Tenant or the Tenant's contractor.
- iv) The Tenant's designer should visit the Premises to determine the maximum ceiling height achievable.

b) Floors

- i) The Landlord shall provide within the Premises a concrete floor, ready to receive the Tenant's finishes or in "as is" condition.
- ii) Floor loading shall not exceed 100 pounds per square foot.

c) Demising Walls

The Landlord's demising wall consist of 92mm (3-5/8") metal studs at 400 mm (16") on centre from slab to slab or concrete block, clad on the Tenant side with 16 mm (5/8") drywall (taped and sanded). The drywall, if installed on block, is installed to a height of 3660 mm (12'0") or the underside of the structural slab, which ever is lower.

Any cutting and patching of the wall for the installation of wiring, plumbing and other fixtures shall be the Tenant's responsibility.

3.1.2 Electrical Systems

a) Electrical Services

Access to 120-208 Volt 3 Phase 4 wire electrical service to a disconnect in a location at the lease line designated by the Landlord. Transformation and distribution by Tenant to equipment, lighting etc., as required.

Provide combined power and lighting electrical load of approximately 15 watts per square foot of the rentable area (excluding mechanical equipment) for regular retail tenants and 30 watts per square foot of the Rentable Area of the Premises for Food Court tenants.

b) Telephone Conduit

A 19 mm (3/4”) diameter empty conduit for telephone service terminated at the lease line at a location designated by the Landlord.

3.1.3 Mechanical Systems

a) Plumbing

Where available, the Landlord shall provide access to plumbing services for future connection, at a location designated by the Landlord. In order to facilitate connection to these services, it may be necessary to core through concrete slabs or walls.

b) Heating, Ventilating and Air-Conditioning (HVAC)

(i) Concourse Retail Space

Fan coil unit chilled and heating water supply and return lines brought to a location at the lease line as designated by the Landlord. Chillers are set up to run from 6:00 a.m. to 9:00 p.m. Monday to Friday and 7:00 a.m. to 6:00 p.m. Saturdays and Sundays. The heating system runs 24/7.

The chilled water system is designed to accommodate the heat gain from electrical power consumption of 6 watts per square foot and an occupancy load of 1 person per square foot. Conditioned outdoor air is introduced into the Mall Area at a maximum rate of 0.2 cfm/s.f. The Tenant will be responsible for providing any return systems and openings to introduce air from the Mall Area into the tenant space.

As the Concourse retail space is below grade, capped heating water provisions are supplied by the Landlord for comfort control heating. The Tenant will be responsible for any additional electric heaters needed to suit specific uses in special areas such as change rooms, offices, and washrooms etc.

For Food Court tenants conditioned air is supplied into the Mall area which is used as make-up for the kitchen exhaust system.

c) Sprinklers

Upright sprinkler heads are by the Landlord based on an open concept without ceilings or as existing, as per NFPA 13 standards and all applicable codes. Amendments to the sprinkler coverage to accommodate ceilings, bulkheads, other Tenant fixtures or equipment will be the responsibility of the Tenant.

Fire hose cabinets in the Mall Area are by the Landlord to provide coverage to all parts of the floor based on an open concept layout. Subject to Tenant’s layout additional fire hose cabinets may be required within Tenant’s space at Tenant’s expense.

The Landlord’s approved sprinkler & fire protection contractor is to be retained at the Tenant’s expense.

d) Fire and Life Safety

A life safety system including electronic systems and sprinkler system installed in accordance with base building standards.

e) Sanitary Exhaust

For food court and retail tenants there are no provisions for washroom and general exhaust. Public washrooms are available in the mall for Tenant use.

f) Kitchen Exhaust (food court only)

For food service tenants, access for connection to the base building kitchen exhaust duct or riser at a location determined by the Landlord. The duct and riser shall be constructed of welded black sheet steel in conformance with NFPA 96 and the Ontario Building Code.

g) **Natural Gas**

For food service tenants, access for connection to a 7" wc gas main at a location determined by the Landlord.

h) **Central Control and Monitoring Systems (CCMS)**

The building has a Direct Digital Control system capable of monitoring and controlling the Tenants HVAC system.

i) **Connections**

At the Tenant's expense, the Landlord shall complete those connections and other items included in the Tenant's Work but which must be done by the Landlord's contractors as outlined in Section 3.3 to maintain the integrity and warranties of the building systems and may also perform such other work at Tenant's expense as agreed to in writing.

3.1.4 Structural Systems

- a) **Concourse:** The structure consists of reinforced concrete floors and columns with a design floor loading of 100 lbs per square foot maximum.

3.1.5 Subsequent to Tenant's Work

It is understood and agreed that certain of the Landlord's Work can only be undertaken at the same time or as subsequent to the Tenant's Work, and the certain work (including correction of deficiencies) may be undertaken subsequent to the Commencement date of the Lease. The Landlord shall carry out such work with all due diligence.

The Tenant shall be responsible for and pay the entire cost of all Leasehold Improvements and all other work in or affecting the Premises not specifically listed in Section 4.0 of this Schedule A as the Landlord’s Work (the “Tenant’s Work”). The Landlord will provide the Tenant with its requirements and specifications for the design and performance of the Tenant’s Work together with drawings (the “Outline Drawings”) described in Section 2.1 of this Schedule A. The Tenant is responsible for the preparation of all design and working drawings and specifications relating to completion of the Premises for occupation by the Tenant and the calling of tenders and letting of contracts relating to the Tenant’s Work and the supervision and completion of the Tenant’s Work. The Tenant shall ensure that its designers, architects, engineers, contractors and subcontractors are fully familiar with the Retail Construction Standards and the Outline Drawings and that they visit the Development to verify actual site conditions to ensure that the Tenant’s Work, and the performance thereof, complies in all respects with the Retail Construction Standards and the Outline Drawings.

The Tenant shall complete all the Tenant’s Work in a good and workmanlike and expeditious manner using uniformly high quality materials and shall comply with all applicable laws, building codes and regulations, all to the Landlord’s satisfaction and in accordance with the Landlord’s Retail Construction Standards for Office Tenants, the Tenant’s Plans as approved by the Landlord, and within the Fixturing Period provided in the Agreement to Lease subject to Section 3.23 of this Schedule A. Any material or workmanship disapproved by the Landlord shall be replaced or remedied, as the case may be, to the Landlord’s satisfaction by the Tenant at the Tenant’s expense.

The Retail Construction Standards have been formulated to allow and encourage the Tenant to make the best use of the Development. It is intended that the design and construction of the Tenant Premises express the individuality and character of the Tenant and its business, with emphasis to be placed on merchandise display.

The work set out in this Section will be performed by or on behalf of the Tenant.

3.2.1 Storefront

- a) Design, supply and installation of any storefronts and shop fittings, including blocking out for sliding door tracks (if any) and head support framing.
- b) Storefront design criteria for specific frontages of the Development are described under Storefront Conditions. The storefront design will follow these criteria.
- c) Any premises which faces onto a public corridor of less than 16.4 feet or (5000 mm) cannot provide access or puncture such a facade. Storefronts must be smoke sealed in these circumstances.
- d) Display pedestal or freestanding storefront elements are acceptable providing they are within the Tenant’s Premises and adhere to the parameters set forth in this Retail Construction Standards.
- e) Exterior storefronts shall be designed and installed by the Landlord. Any alterations to this facade must receive acceptance by the Landlord prior to any work. Accepted proposals will be installed by the Landlord at the Tenant’s expense.
- f) Tenants must create a “show window” design for their storefronts, with a distinct entrance, and large display windows. It is required that all storefront closures occur on or behind the lease line as specified by each storefront type. Swinging doors must not swing across the Tenant’s lease line. The minimum opening for any entrance is 6’-6” or (2000 mm).

The Landlord encourages the maximum use of clear frameless glass as a storefront material. The glass storefront, excluding the open entrance area, must not be less than 60 percent of the total storefront width.

Storefront glazing is required to extend from the finished floor to underside of base building bulkhead and shall abut the demising walls. Glass storefronts may be taken down to floor elevation. Tempered glass is to be used. In such a case, Tenant recognizes risks of glass being damaged by floor cleaning equipment. Any base provided must be of a durable material. Vinyl and painted wood are not acceptable.

- g) Where a storefront is adjacent to a structural column, the face and sides of that column shall be clad and finished by the Landlord in the base building material. All material within the Premises will be at Tenant’s expense.
- h) The Tenant shall sprinkler its showcases at its expense in accordance with the requirements of the prevailing codes. Sprinklers within this area shall be semi-recessed or fully recessed.

3.2.2 Signs and Lighting

- a) Provision of signage and lighting, including electrical connection in accordance with these Retail Construction Standards. Prior written approval for the design of all signage must be obtained from the Landlord. Sign and display window illumination must be controlled through low voltage relays provided by the Landlord. The sign and display lighting is to be connected through relay contacts.
- b) The Tenant’s sign must appear on or behind the glazing within the Design Control Area.
- c) Tenant shall furnish and install all illumination of display windows, showcases and general lighting of the Premises.

3.2.3 Electrical Installation

Supply and installation of the total electrical installation within the Premises conforming to Applicable Laws and building codes, including but not limited to, panel, breakers in the panel, connection of the panel to the service at a location determined by the Landlord, check meters, disconnect switches, transformer, splitter box connection of HVAC equipment, lighting, outlets, emergency and exit lighting and electrical service to signs and water heater. Lighting within the Premises, including show windows, shall be in conformity with these Retail Construction Standards in terms of quantity and quality of illuminance.

3.2.4 Telephone Services

Supply and installation of all distribution and extensions of telephone conduit within the Premises and all intercom, communication, burglar alarms and signal systems required by the Tenant. The Tenant is responsible for arranging the installation of the telephone service by the phone company.

3.2.5 Plumbing (where service is available)

Supply and installation of all plumbing, piping, equipment, and fixtures required to extend and connect plumbing services from fixtures to the point of connection, where available, provided by the Landlord, including provisions for hot water tanks, grease traps and piping systems that may be required by the Tenant. If water inlet services in excess of those provided by the Building Systems are required, the Tenant may at the discretion of the Landlord be required to provide metering.

The provision of public or staff washrooms within the Premises, if required by Applicable Laws, including the supply and installation of water closets, wash basins, hot water tanks, plumbing and all finishing.

3.2.6 Heating, Ventilating and Air Conditioning

a) Supply and installation of all required chilled water fan coil units, duct work, piping, insulation, controls, materials, labour, and equipment for the distribution of conditioned air, the removal from the Premises of air not suitable for recirculation and the replacement of such air. Direct digital controls shall be installed by the Landlord's control contractor at the Tenant's expense. If the Tenant's cooling requirements are in excess of the design limits stipulated under item 3.1.3, the Landlord will relay on energy meters and actual consumption will be charged to the Tenant.

b) The Tenant shall provide the required return air connection into the Landlord's mall ceiling plenum along with the required matching ventilation air connection to the Tenant's fan coil unit(s). This shall include all required controls, smoke and/or fire dampers.

3.2.7 Kitchen Exhaust (Food Court Only)

Provision of all required ULC labeled ecology type exhaust systems, complete with fans, grease removal filters, controls, shut-off dampers and appropriate connections at the designated points into the Landlord's kitchen exhaust duct or riser.

3.2.8 Natural Gas (Food Court Only)

Supply and installation from a point designated by the Landlord, an approved system of gas piping, fittings and valves, pressure reducing valves, relief lines, including all required automatic emergency shut off valves for kitchen exhaust/gas cooking systems, along with connections of the gas piping systems to all Tenant equipment.

3.2.9 Sprinklers

Modifications and relocation of the base building sprinkler coverage to suit the Tenant's requirements. Any such revision to the sprinkler system layout shall be approved by the Landlord's sprinkler consultant to ensure conformity with insurance underwriting requirements.

3.2.10 Fire Protection and Life Safety

Provision of any fire fighting, fire prevention, fire alarm, safety and emergency equipment or lighting in and about the Premises in addition to that included in the Building Systems provided by the Landlord required to meet Applicable Laws or insurance requirements, as a result of the Tenant's use of the Premises or as a result of the installation of interior partitions or other improvements installed by or on behalf of the Tenant's

3.2.11 Interior Finishing

- a) Supply and installation of all other work, interior finishes and installation (beyond those set out in the Landlord’s Work), including, without limiting the generality thereof, ceilings, columns, walls, floor covering, extension of base building finishes into the Premises, painting, enclosures and display platforms, partitions, special wall and ceiling finishes, vertical and horizontal transportation equipment, trade fixtures and security vaults, and all requirements of licensing, health and other authorities having jurisdiction.
- b) **Materials**
 - i) For a list of acceptable and unacceptable materials please see Appendix “B”, Tenant Materials.
 - ii) It is the intent of the Landlord to provide a high standard of air quality. The Tenant is encouraged to contribute to that goal by selecting materials and products which release minimal amounts of formaldehyde, volatile organic compounds and dust into the air.

Water based or low solvent paints, varnishes and adhesives should be used.
- c) All Tenant’s construction, including storefronts, shall be of non-combustible materials. Other treated, fire-resistant materials will be permitted where approved by jurisdiction authorities.
- d) No fastening to or suspension from the underside of the roof structure is permitted without the Landlord’s prior written approval.
- e) **Ceilings**

Tenants should keep in mind that ceilings are the most visible element of their store interior and therefore, should be treated with much care. In order to create more interesting stores, ceilings shall be designed to emphasize specific locations within the store. This can be accomplished by changing ceiling heights and/or materials. Innovative light fixtures and/or light coves can also add a special character. If fluorescent lighting will be used for general store illumination, modular 2’ x 2’ fluorescent

fixtures with deep cell parabolic lens must be utilized.

Tenants must maintain a full height drywall ceiling for the first 39” or (1016 mm) of the demised Premises inside the streetfront glazing line. If the ceiling over the general sales area is specified as a lay-in acoustic tile, a modular 2’ x 2’ tegular tile must be provided.

- f) **Floors**

The base building floor finish must be extended into the demised premises up to the closure line as specified in the storefront conditions. This material will be selected by the Landlord and installed by the Landlord’s contractor at the Tenant’s expense.
- g) **Walls**

Wall-mounted fixtures will be permitted subject to approval in writing by the Landlord. The Tenant acknowledges that drywall cladding on demising walls is not designed to support wall-mounted fixtures.
- h) **Access Panels**

The Tenant must provide access panels in floors, walls and ceiling construction to access services and equipment, as required by code, and/or at the Landlord’s request. The design and location of access panels must be approved by the Landlord.

Where the base building floor and/or ceiling finish is extended within the Premises, this surface may not be altered in any way by the Tenant or the Tenant’s contractor.

3.2.12 Additional Capacity

If the Tenant requires additional electrical, telephone, air handling, air conditioning or other increased services, it must notify the Landlord. The Landlord will provide the additional capacity, if available. The Tenant will be responsible for any additional costs incurred by the Landlord, including an incremental capital cost for the Building Systems.

3.2.13 Physical Security

Provision of physical security for the Premises and its contents.

3.2.14 Rear Service Door(s) (If applicable)

The Landlord may provide a rear service corridor. If required by building code or applicable laws, the Tenant will provide a foyer and door(s). The door will be constructed of hollow metal with a steel frame and appropriate Schlage hardware, in accordance with the applicable codes and/or regulations. The location of any such door(s) and foyer, where required, will be determined by the Landlord.

3.2.15 Meters

Supply and installation of the following meters if required by the Landlord. All meters shall be equipped with remote readouts:

- a) Gas - suggested manufacturer: Canadian Meter Company, CGA approved meter is to read in cubic feet and cubic meters.
- b) Domestic Water - suggested manufacturers: Neptune or Rockwell Meter, approved by municipality water works department, meter is to read in Imperial Gallons and cubic meters.
- c) Electrical - to be Meter Manager Submetering System by Intellimeter Electronics. Meter should include time of use, KVA and K.W. demand and manual reading capability. The meter is to be connected into the Landlord's data communication trunk lines.

The Food Court Tenants are metered with individual hydro meters read manually, located in the main hydro room on B1 level.
- d) Energy Meter - for chilled or heating water flow and temperature difference, Onicon Meters, 0.5% accuracy based upon actual reading.

3.2.16 Automatic Temperature Control (ATC) and Central Control and Monitoring System (CCMS)

The CCMS and ATC system will be extended and connected to the Tenant meters, chilled water control valves, hot water heating valves, dampers and space sensors by the Landlord's CCMS and ATC vendor.

3.3 Tenant work to be performed by Landlord's approved contractors

The Tenant's Work set out below shall be performed by the contractors designated by the Landlord (for list refer to Section 1 of the Retail Tenant Design Criteria Manual) at the expense of the Tenant:

- a. Any Tenant Work which could affect the structural component of the Development
- b. All approved modifications or connections to the Building Systems, including all work outside the Tenant's Premises, i.e. the base building heating, cooling, ventilation, exhaust, controls, electrical distribution and life safety systems as installed by the Landlord.
- c. The provision of Additional capacity such as electrical, telephone, air handling, air conditioning, etc.
- d. Installation of approved modifications to the fire detection and emergency communication system.
- e. Patching of base building fireproofing.
- f. Any drilling, cutting, coring and patching for conduit, pipe sleeves, chases, duct equipment or openings in the floors, walls columns or roofs of the Development as reviewed by the structural consultant and approved by the Landlord.
- g. Installation of any mechanical attachments or other fasteners to the exterior façade (ground floor Tenants only).
- h. Supply and installation of check meters.

4.1 Tenant Information Package

The Tenant Information Package provided to all Retail Tenants shall include the following documents as available:

1. Lease and Lease exhibits: this will define the Tenant's obligations.
2. Lease Plan - will define the Tenant's overall location within the retail centre and dimensions of their space in relationship with the Lease Line. It is to be clearly understood that the Landlord does not in any way guarantee the accuracy of the information contained in such drawings; the Tenant remains responsible for ensuring that the conditions on site and site dimensions are verified and correctly reflected in the Tenant's drawings.
3. Retail Tenant Design Criteria -This booklet together with the revisions to the criteria if applicable.
4. Retail Construction Procedures manual.

4.2 Tenant Design Approval Process

1. In accordance with the Lease, all Tenants are required to supply complete architectural (including separate sample boards), structural (if required), mechanical and electrical working drawings for all leasehold improvements.
2. The Tenant shall employ professional designers and/or architects, electrical and mechanical engineers registered in the Province of Ontario, all subject to Landlord's approval, for the preparation of drawings and specifications. Tenant plan submittal shall bear the seal, BCIN number and signature of the relevant consultant.
3. The Tenant may wish to retain the Base Building's Mechanical and Electrical Engineering Consultants under direct contractual arrangement for the production of working drawings. If the Tenant chooses to employ Consultants other than the Base Building Consultants for its design work, the Landlord may, at his discretion, have such drawings checked by the Base Building Consultants in order to ensure compatibility with the building's systems. The cost of this review will be charged to the Tenant. A list of Base Building Consultants is included in this Manual.

4. The Tenant shall be obligated to provide a copy of this Manual to the appropriate design and construction personnel involved with its premises. The tenant and / or their representative must acknowledge that they have read and have understood the terms of this Manual by signing the form found in this package.
5. After receiving the Tenant Information Package and prior to starting any design or documentation, the Tenant, Tenant's designer and contractor shall make a detailed inspection of the Leased Premises. It is the Tenant's complete responsibility to verify and confirm all dimensions, clearances and existing conditions within the Leased Premises.
6. If there are any deviations from the Design Criteria, the Tenant shall submit a written request for the Landlord's review and approval which shall be at Landlord's sole discretion.
7. Tenants and their architects/interior designers are encouraged to design their storefronts exploring creative uses of merchandising, lighting and signage. The interior of each store should be consistent with the design concept or image created by the storefront. These design goals can be accomplished through close attention to detail, use of high quality materials, good craftsmanship and innovative design.
8. Changes made between Landlord's approved drawings and actual construction will require Landlord's written approval. Such approved alterations shall be made at the Tenant's expense. The approved drawings must be kept at the job site at all times.
9. Tenant construction shall proceed only after Tenant has complied with all requirements set out in the Retail Construction Procedures.
10. All projects must comply with the current construction laws, building codes, rules & regulations of Ontario and standards of construction quality of the Brookfield Place base building construction.
11. Tenants' consultants are to review the relevant sections of the lease for specifics regarding architectural, electrical and mechanical information.

4.3 Preliminary Submission Requirements [Step 1]

The first submission to the Landlord should be made as soon as the Tenant's Architect or Designer has completed preliminary drawings outlining the conceptual ideas for the store.

- The preliminary submission will not be reviewed unless total preliminary package has been submitted.
- The purpose of this phase is to acquaint the Landlord with the Tenant's intentions and to ensure compliance with the Tenant Information Package and base building installations before the final drawing phase.
- Drawings shall not exceed 762 mm x 1067 mm (30" x 42") in size.
- Preliminary drawings shall include 3 sets of prints, stapled into complete sets and two sample boards. These must be submitted to the Landlord's Project Manager as a total package as follows:
 1. Preliminary floor plans (scale 1:50 or ¼"=1'-0"), indicating interior design concept and equipment layout.
 2. Preliminary reflected ceiling plans (scale 1:50 or ¼"=1'-0"), indicating ceiling heights, materials, light fixture types and locations.
 3. Storefront elevations and sections. Locate all major elements and indicate materials and finishes. Submit one storefront elevation in colour (scale 1:50 or ¼"=1'-0" minimum).
 4. Details of storefront signs, sections and materials of construction. Indicate letter style and size of graphics including colour and methods of illumination.
 5. Interior elevations (scale 1:50 or ¼"=1'-0").
 6. Details of proposed menu boards, if applicable.
 7. Two complete sample boards, maximum 216 mm x 356 mm (8 ½" x 14"), displaying fully and accurately samples of all finish materials and colours to be used, cross-referenced to the drawings. No plans will be reviewed and approved without a sample board, maximum legal size.
 8. Colour photo or colour graphic illustrations of the storefront and interior space.

The Landlord will require 10 business days to review Tenant's preliminary submission.

4.4 Final Submission Requirements [Step 2]

Final review drawings shall incorporate the required changes from Submission 1, be of construction document quality and include 5 sets of the following minimum information (this must be submitted as a total package to the Project Manager). The Landlord will not review partial submissions.

- The Landlord reserves the right to alter any section of Design Criteria information without notice, which may necessitate a further submission by the Tenant.
- These drawings will be reviewed by the Landlord for compatibility with the overall project, comments and/or approval will be marked on one (1) set of drawings or in a letter addressed to the Tenant or its designated representative. Such comments must be distributed to the Tenant's designer/architect and electrical/mechanical consultants.
- All plans, sections and details should clearly indicate the relationship between lease line and demising wall(s) and the design elements. All plans, sections and details should clearly indicate the relationship between the lease line and the storefront.
- Plans shall show building grid lines, scale, designer's name and address, stamp, BCIN Number, date of issue and revision number.
- For the purpose of this Manual, the drawings approved by the Landlord shall be called "Approved Drawings". Any revisions made to the Approved Drawings by the Tenant and/or agents must be clearly marked and submitted to the Landlord for further approval.
- The Landlord will require ten (10) working days to review the Tenant's design submittal. The review will begin upon receipt of the complete design package, including Architectural, Electrical, Mechanical, and if required, Structural drawings as follows:

Architectural

3 sets of drawings & Specifications, 2 samples boards

1. Key Plan showing the location of the demised premises within the project.
2. Demolition Plans (scale 1:50 or ¼"=1'-0").
3. Final Floor Plans (scale 1:50 or ¼"=1'-0"). Storefront location and configuration. Locate partitions, fixtures, shelving, racks, counters, signs by dimension and location. Specify all materials, colours and finishes. Indicate any services to be installed that require cutting into the floor slab. Details of mechanical and electrical requirements.
4. Final Fixture Plan (scale 1:50 or ¼"=1'-0") and final details, including sections, elevations, and finishes for all store fixtures.
5. Final Storefront Elevation and Sections (scale 1:20 or 1/2"=1'-0") showing the storefront relationship with the Lease line and the Landlord's construction elements. Indicate door sizes, construction details, type and direction of opening. Submit a complete storefront elevation in full colour, including signage. Submit shop drawings of glazing, including complete sections and details through storefront bulkhead sufficient for construction, showing the relationship between the Tenant's ceiling and the base building bulkhead and structural support details if suspended from above. Detail sections through floor track assemblies for sliding doors. Indicate the method of connection to ceilings, blocking and framing members. Provide details for all structural supports. Specify all storefront finishes, materials and colours.
6. Final Details of Storefront Signs (scale 1:10 or 1"=1'-0"), elevation and section views, letter style and size of all graphics form Submission Step I. Detail dimensioned location on bulkhead and lighting requirements; all colours and materials, methods and colours of illumination and wattage requirements, complete mounting details. Proposed signage is to be presented for review on a Manufacturer's Shop Drawing.
7. Final Menu boards indicating all materials and graphics shall be submitted for the Landlord's approval.
8. Two complete Sample Boards - if samples are different from the ones submitted with the preliminary drawings (size not to exceed Legal Size, 216 mm x 356 mm [8 ½" x 14"]). Colour and material samples must be firmly affixed to the illustration board and labeled complete with fire ratings to suit the City of Toronto code requirements. All samples shall be identified and cross-referenced with the plans as part of the submission package. No plans will be approved without a sample board.
9. Reflected Ceiling/lighting Plan (scale 1:50 or ¼"=1'-0"), indicating ceiling materials and suspension system, various heights, location of all light fixtures, their manufacturer's name and catalogue cut sheets, lamps to be used and mounting details (recessed, surface, etc). general pattern, grills, diffusers, speakers, sprinkler heads, coves, recesses and access panels. Specify ceiling material by name, thickness and colour, as well as fire rating if required by Code.
10. Interior Elevations (scale 1:50 or ¼"=1'-0"). Specify wall and fixture finishes. Indicate colours and materials counter referenced with the sample board.
11. Interior Details and Sections, sufficient for construction - (Scale 1:10 or 3"=1'-0") Details showing method of connecting, blocking, framing and mounting of the store fixtures and signs.
12. Interior Finish Schedule

Mechanical

4 sets of drawings (scale 1:50 or ¼"=1'-0"), Specifications, and digital plans in PDF format.

All Tenants will be required to retain the services of a mechanical consultant for the preparation of their mechanical plans. All Tenants will be encouraged to employ the services of the Base Building's consultants.

1. Demolition Drawings (scale 1:50 or ¼"=1'-0").
2. H.V.A.C. Layout (scale 1:50 or ¼"=1'-0")

Plans and specifications complete with detailed ductwork layout, showing all duct sizes; location of all equipment, dampers, grills, diffusers, thermostats, access doors, other equipment, if required, and air quantities required at each diffuser.
3. Plumbing Layout (scale 1:50 or ¼"=1'-0")

Plans and specification indicating all equipment, piping runs for drains, vents and water supply, and the location of valves, clean-outs, grease traps and other special or specific requirements. Indicate location of water and gas meters.
4. Sprinkler layout (scale 1:50 or ¼"=1'-0"). A dimensioned layout of the sprinkler piping and size indicating all sprinkler heads new and relocated.

Electrical

4 sets of drawings (scale 1:50 or ¼"=1'-0"), Specifications, and digital plans in PDF format.

All Tenants will be required to retain the services of an electrical consultant for the preparation of their electrical plans. All Tenants will be encouraged to employ the services of the Base Building's consultants.

1. Demolition Drawing (scale 1:50 or ¼"=1'-0")
2. Electrical Plan (scale 1:50 or ¼"=1'-0")

Size and location of transformer (if required), panel location, wiring and circuit diagram. Panel schedule indicating the total connected load, and demand checkmeter (specifications as per "Schedule C" of the Lease Agreement). An electrical equipment and fixtures list indicating wattage of each item (i.e. total connected load, calculated foot-candle values). Wiring schematic diagram showing distribution to all equipment, indicating load generated by this equipment.

3. Reflected Ceiling Plan (scale 1:50 or ¼"=1'-0")

Locate light fixtures, including night, emergency and exit light fixtures. Specify size, wattage, type and mounting. Locate all life safety devices including speakers, pull stations, smoke detectors, heat detectors, and sprinklers

Structural

3 Sets of drawings and Specifications:

Tenants shall provide Landlord with any additional structural loads imposed on the mall building which includes but is not limited to any floor penetrations, sizes and weights of equipment for Landlord approval. Tenant will be back charged for engineering services that require investigation of loads above and beyond the Tenant's allowable loads.

1. Tenant shall continue to submit unapproved documentation to Landlord until final approval is given.
2. Tenant must submit to the Landlord their contractor's signed copy of "Guidelines for Tenant Improvements" certifying that it has been read and understood by the Tenant and its representatives (consultants, contractor) prior to the commencement of any construction.

4.6 Permit Submissions

1. The Tenant may submit drawings to the local building authority for Permit prior to Landlord approval of drawings. The Tenant shall forward all comments from the building authority to the Landlord for its review. Any change made during Landlord review can be submitted to the local building authority subsequently.
2. Upon receipt of the Building Permit, the Tenant shall forward one (1) set of drawings and copy of the Permit to the Landlord's Project Manager.
3. It is the Tenant's responsibility to advise and have the premises inspected by the Building, Plumbing and HVAC inspectors.
4. Tenant is to ensure the closing of all permits by the City of Toronto and is to obtain the city's inspection status letter confirming that all permits have been closed.

4.5 Final Review and Approval Process [Step 3]

5.1 Commencement Of Tenant Construction

The Tenant is required to engage its own contractors for the purpose of carrying out its leasehold improvement work. The Tenant must carry out all construction work in strict accordance with the Approved Drawings. Likewise, the Tenant's design and construction work must comply with all applicable laws, by-laws, codes and regulations.

It is the Tenant's responsibility to ensure that its Contractor(s) observe and comply with all applicable construction safety regulations including, but not limited to O.H.&S. and W.H.M.I.S. requirements.

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

The Tenant's contractor may be issued revisions to the documents outlining regulations and procedures for the Tenant's contractors and subcontractors on the job site from time to time, as site conditions warrant it.

5.1.A Construction may proceed only after the Tenant has complied with the following:

- a. The Tenant's Lease for the Premises has been executed.
- b. The Tenant's final issued for construction documents (including, without limitation, drawings, specifications and manuals) have been approved in writing by the Landlord.
- c. The Tenant has submitted a "Construction Deposit" based on 3% of the value of construction (minimum \$1,000 and maximum \$10,000)
- d. The Tenant has provided acceptable evidence of insurance as per the Lease and this Manual, naming the Landlord and Property Manager as additional insured.
- e. The Landlord shall issue verbal or written notice to the Tenant advising that all the conditions prerequisite to the commencement of Tenant's Work have been complied with to the satisfaction of the Landlord provided such notice is without prejudice to any right or remedy available to the Landlord.

5.1.B Construction may proceed only after the Tenant Contractor has complied with the following:

- a. Provided copy of application and issued building permit(s) and hard copy of permit drawings;
- b. Posted all required permits on site;
- c. Made available at the Leased Premises, a set of prints of the Landlord Approved Drawings and building permit drawings for the duration of the construction period for reference by the Landlord's and City Building Department authorized representatives;
- d. Provided acceptable evidence of insurance for self and all sub-contractors (unless provided by the Tenant) to the Landlord, for \$5 million, naming the sub-contractors, Landlord & the Property Manager as additional insured;
- e. Submitted Notice of Project for the Tenant's Work (for projects over \$50,000)
- f. Submitted a construction schedule;
- g. Submitted valid certificate from Worker's Safety & Insurance Board;
- h. Submitted copies of Addenda;
- i. Provided a list of subcontractors indicating contact names and telephone numbers for after hour emergency use;
- j. Submitted Form 3 signed;
- k. Submitted completed Building Access Form from the Building Operations and Security Centre, prior to the commencement of work.

5.2 Procedures During Construction

5.2.A Contractor is to submit to the Tenant Coordinator during construction:

- a. Copies of all site-meeting minutes.
- b. Copies of all contemplated changes to the Tenant's Work at time of issuance to Tenant's Contractors.
- c. Copies of all site visit reports by the Tenant's Consultants.
- d. Copies of all site reports from authorities having jurisdiction.
- e. Copy of Designated Substance report (if applicable).

5.2.B Inspection of Tenant Premises as required

- 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 consultants may note deficiencies in the Tenant work, which shall be corrected by the Tenant immediately.
- b. After completion of Tenant work an inspection shall be made between the Landlord's representatives and the Tenant for both Tenant and surrounding areas. Deficiencies noted by Landlord regarding tenant work will be corrected prior to the removal of the hoarding. Any damages caused by the Tenant's Contractor to adjacent areas in the execution of the Tenant work shall be repaired by the Landlord's Contractor at the Tenant's expense.

5.2.C Hoarding

- a. Tenant construction site must be hoarded and secured to prevent excess noise and dust proliferation. Hoarding will be installed by the Manager at the Tenant's expense.
- b. The hoarding will be positioned maximum 3' beyond the lease line, built of gypsum, full height, taped, sanded and painted, complete with black vinyl base and double doors.
- c. A key to the secured hoarding will be supplied to building security to allow building staff access to the premises at all times for the entire duration of the construction.
- d. The hoarding will be removed by the Tenant's contractor upon final inspection and approval of the installations by the Landlord.

5.3 Completion of Tenant Construction

A deficiency inspection will be carried out by the Landlord upon completion of the installations. Please schedule such inspection with Landlord's Project Manager, prior to the removal of the hoarding (by tenant's contractor). Upon completion of the construction the Tenant/Tenant Contractor will submit the following closing documentation:

Prior to opening for business:

1. Final Engineer's and architects/designers' inspection reports stating that the installations have been completed in accordance with the contract documents and authorities having jurisdiction for occupancy permit purposes. Tenant is to provide a Certificate of Substantial Performance prepared by the primary Consultant.
2. Material & Test certificates for sprinkler & standpipe work, certifying that the installations conform to N.F.P.A 13 (1999) standard and N.F.P.A. 14 standard respectively as applicable.
3. Fire suppression system verification and testing certificate (for food service Tenants)
4. Consultant approved Air Testing and Balancing report.
5. Exhaust hood balancing report (for food service Tenants).
6. Fire Alarm system verification and testing certificate.
7. Final Electrical Safety Authority Certificate of Inspection.
8. Confirmation from the Tenant that all electrical panels have been tagged with lamacoid nameplates and typed circuit directories updated.
9. Verification of all required meter installations.
10. Confirmation that permits have been closed by Authorities Having Jurisdiction. (Building personnel is to attend final inspections, specially for food service Tenants)

Within 60 days of opening for business:

11. Proof of closing of permits. Copy of "Inspection Status Letter" from the Customer Service of the City of Toronto Building Division, indicating that the project has been completed "substantially in accordance with plans issued with the permit(s)" and providing completion dates.
12. General Contractor's valid WSIB Certificate.
13. Complete set of "As Built" drawings, both hard copy and AutoCAD format (DWG extension - most current version, with any required XREF, CTB, and font files) approved by the Tenant's Consultants.
14. An executed Statutory Declaration from the Tenant and the Tenant's Contractor stating that all monies owing to their suppliers and subcontractors have been paid and that no liens have been registered against the Landlord's property.
15. Proof of maintenance agreements for Tenant's equipment.
16. Operations & Maintenance Manuals divisions 1 to 16.

5.4 Electrical Load Summary Requirements /
Summary of Mechanical Services

Summary of Tenant's Electrical Services				
Store Name		Address		
Unit No.		Sq. Ft.		
Tenant Name		Contact		
Telephone		E-mail		
Designer		Contact		
Telephone		E-mail		
Electrical Load Summary (Ballast Losses must be included)				
Service	Volts	Watts	Remarks	
Fluorescent Lighting				
Incandescent Lighting				
HID Lighting				
Electric Signs				
No. of Receptacles				
Pumps				
Fans				
Electric Heating				
Water Heater				
Air Conditioning				
Special Purpose receptacle (Specify)				
Note: if space insufficient, provide additional list with complete data on loads				
Total connected load		Watts:		
Designer to submit this form to Engineer. The completed form must then be issued to the Tenant Corporation for approval				
Prepared by: _____ Date: _____				

Summary of Tenant's Mechanical Services			
Store Name		Address	
Unit No.		Sq. Ft.	
Tenant Name		Contact	
Telephone		E-mail	
Designer		Contact	
Telephone		E-mail	
Mechanical Requirements			
	Tenant's Requirements	Landlord's Provisions	Remarks
Chilled Water			
Condenser Water			
Ventilation Air			
Smoke Evacuation			
General Exhaust			
Toilet Exhaust			
Kitchen Exhaust			
Domestic Hot Water			
Domestic Cold Water			
Sanitary Drain			
Ventilation Air			
Storm Drain			
Gas			
Designer to submit this form to Engineer. The completed form must then be issued to the Tenant Corporation for approval			
Prepared by: _____		Date: _____	

Form3

Construction Lien Act, 1990

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

TO: _____ (“Contractor”)
RE: _____ (“Premises”)

FROM: GALLERIA CONCOURSE OPERATIONS INC., called the Landlord of 2 Bloor Street East, Toronto, Ontario
The Landlord & Property Manager of the Premises assumes no responsibility for the improvement to be made by you under a contract dated
(insert date) between you and (“Tenant’s Legal Name”).

DATE: _____
BROOKFIELD PROPERTIES LTD., acting on behalf of itself and as
the authorized agent of the Landlord
by:
I/We have authority to bind the corporation

The Contractor acknowledges and agrees to the contents of this notice:
Dated: _____
By: _____
Name: _____
Title: _____

Part 6 - Manual Revisions

ISSUE	DATE	DESCRIPTION	REVISED BY
1	September 2, 2008	Insurance requirements amended to \$5 million, page 43	Anna Nagel
2	September 2, 2008	AutoCad requirements clarified (DWG file), page 53	Anna Nagel
3	October 15, 2008	Contact info revisions to Part 1 - Building and Consultant Directory page 2	Anna Nagel
4	February 17, 2010	Modifications to Elevation and Section drawings, page 33	Anna Nagel
5	February 17, 2010	Menu Board Criteria requirements clarified	Anna Nagel



Brookfield

February 17, 2010