

# 150 KING STREET WEST

## BUILDING MANAGEMENT PLAN

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Some items and details are yet to be completed and will be updated from time to time. BentallGreenOak will provide updated versions of this manual to all tenants upon request.

# 150 King Street West

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## Executive Summary

The following Building Management Plan (the “**Plan**”) has been designed to provide tenants of 150 King Street West (the “**Building**”) with a comprehensive document containing all operating practices that will impact their tenancy at the Building.

This Plan has been divided into 4 main themes:

1. Design Approvals and Mandatory Construction Practices
2. Rules and Regulations Regarding Work
3. Base Building Design Information
4. Sustainable Building Operating Practices

BentallGreenOak (Canada) Limited Partnership (“**BentallGreenOak**”) and Sun Life Assurance Company of Canada (the “**Landlord**”) are committed to good stewardship in tenant design and protecting both internal and external environments. This Plan is intended to provide tenants with a framework for contributing toward the Landlord’s goal of reducing the Building’s overall environmental footprint. This Plan will also outline specific operating practices presently undertaken at the Building to achieve this goal.

The Building is a LEED-EB: O&M (Leadership in Energy and Environmental Design for Existing Buildings Operations & Maintenance) registered project and is certified LEED EB Gold. In keeping with its commitment to operating high quality, efficient and sustainable buildings, the Landlord encourages tenants to become familiar with the principles of LEED and to strongly consider constructing tenant improvements to the LEED CI standards. In doing so the tenant will not only be co-operating with the Landlord and BentallGreenOak in minimizing the Building’s environmental footprint, the tenant will also realize the full value of leasing a LEED certified building.

Many of the mandates contained in this Plan conform to the principles established by the Canadian Green Building Council for LEED EB O&M. The LEED Canada EB:O&M 2009 rating system helps building owners and operators measure operations, improvements and maintenance on a consistent scale, with the goal of maximizing operational efficiency, while minimizing environmental impacts. LEED Canada EB:O&M 2009 addresses whole-building cleaning and maintenance issues (including chemical use), recycling programs, exterior maintenance programs, and systems upgrades.

## SECTION 1.0      DESIGN APPROVALS AND MANDATORY CONSTRUCTION PRACTICES

### 1.1      Introduction

This Plan contains general information, procedures and requirements which have been established by BentallGreenOak, as manager for the Landlord, to (i) assist tenants in the design and construction of their improvements within their premises; and (ii) notify tenants of the design specifications for the Building. While this Plan is intended to reflect the general case, to the extent there is a conflict between any specific written agreement between the Landlord and any tenant (such as, a lease), the provisions of such specific written agreement will prevail.

It is recommended that the tenant and/or its designer and/or its space planner review any available drawings for, and visit, the premises to inspect and verify all site conditions prior to commencing any design work.

All drawings including, but not limited to, space plans, architectural, structural, mechanical and electrical drawings, must be approved, in writing, by the Landlord prior to the commencement of any work in the premises by or on behalf of the tenant.

### 1.2      Tenant Coordination

The Operations Manager for the Building shall serve as tenant coordinator to:

- (a)      provide guidance and assistance to tenants throughout the design and construction of their improvements within their premises;
- (b)      review, comment upon, and approve all tenant submissions prior to allowing the commencement of any work within the premises; and
- (c)      act as the liaison between the Landlord, the tenant, the tenant's contractor and the tenant's designer (collectively, the "**Tenant's Contractor**"). For greater certainty, except where expressly indicated herein to the contrary, the term "Tenant's Contractor" includes the tenant's general contractor, engineers, designers, suppliers, all sub-contractors and any other entities engaged by tenant in connection with the completion of the Work (as hereinafter defined).

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

Steve Ellis, Operations Manager  
BentallGreenOak  
150 King Street West  
Suite 101, P.O. Box 77  
Toronto, ON M5H 1J9  
T: 416-205-4701 F: 416-977-5545  
Email: [Steve.Ellis@bentallgreenoak.com](mailto:Steve.Ellis@bentallgreenoak.com)

General questions or concerns related to matters other than tenant construction should be addressed to:

Marcie Sherwood, General Manager  
BentallGreenOak  
150 King Street West, Suite 101, P.O. Box 77  
Toronto, ON M5H 1J9  
T: 416-205-8252 F: (416) 977-5545  
Email: [Marcie.Sherwood@bentallgreenoak.com](mailto:Marcie.Sherwood@bentallgreenoak.com)

### 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 work undertaken by or on behalf of the tenant after such addition or amendment has been issued.

### 1.4 Base Building Construction

- (a) Upon request, the Landlord will provide the tenant with drawings of the premises indicating the major elements of the base building structure and systems (the “**As-Builts**”) to assist the tenant in the production of working drawings for any work which the tenant intends to have completed within the premises. Additional drawings or information which the tenant may reasonably require for this purpose may be obtained from the Operations Manager at the tenant's expense.
- (b) Except as otherwise provided herein or in any other written agreement between the tenant and the Landlord, the tenant shall not make any repairs, replacements, changes, additions, improvements or alterations (“**Work**”) to or within the premises without obtaining the Landlord’s prior written consent thereto, which consent will not be unreasonably withheld.
- (c) The Landlord shall not be obliged to consider any request for such approval unless and until the tenant has submitted to the Landlord: (i) details of the proposed **Work**, including permit-ready plans, drawings and specifications, which have been prepared by qualified architects, engineers or other consultants who have been selected by the tenant and approved by the Landlord, acting reasonably, in writing, and all of which conform to good architectural, engineering or other professional practice, all as more particularly set forth in Section 1.6 below; (ii) evidence satisfactory to the Landlord (written confirmation of which shall be delivered from the Landlord to the tenant) that the tenant has obtained all necessary consents, permits, licenses and inspections from all governmental and regulatory authorities having jurisdiction there over; and (iii) certificates of insurance from the Tenant’s Contractor in accordance with the provisions of Section 1.9 below.
- (d) All **Work** made, and trade fixtures installed, by the tenant to or within the premises shall be at the tenant’s sole cost and expense and, if approved by the Landlord, shall be performed:
  - (i) by the Tenant’s Contractor, who shall be subject to Landlord’s prior written approval, not to be unreasonably withheld, and who shall be compatible with the labour affiliation, if any, of the Landlord’s contractors and workers (it being hereby understood and agreed that any **Work** required to finish space for initial occupancy after construction must be completed using contractors who are affiliated with the United Brotherhood of Carpenters and Joiners Union);

- (ii) in a good and workmanlike manner and in keeping with the first class standard within the Building;
  - (iii) subject to the reasonable controls and inspection of the Landlord and/or its designated contractor;
  - (iv) in accordance with the drawings and specifications approved by the Landlord in accordance with subsection 1.4(c) above; and
  - (v) in accordance with all applicable Laws and the requirements of the Landlord's insurers.
- (e) The tenant shall pay to the Landlord any reasonable out-of-pocket costs actually incurred by the Landlord for review of tenant's drawings and specifications and in connection with inspecting the Work.
- (f) The tenant, the Tenant's Contractor, and their employees and agents will not: (i) enter onto the roof of the Building or make any opening in the roof; (ii) drill or cut openings for conduit or pipe sleeves, or chases for ducts or equipment in the floors, columns, walls, ceilings, roof or structure of the Building; (iii) vary or alter in any manner whatsoever any plumbing, electrical or mechanical systems, or RF shielding and suppression measures of the Building or any of their components, whether or not located within the Building. Any such work required by the tenant, if approved by the Landlord, will be performed by the Landlord at the tenant's expense.
- (g) Any proposed Work that may, in the Landlord's opinion: (i) affect the roof; (ii) require any drilling into floors, walls or ceiling; (iii) affect the structure of the Building or any base building systems therein, shall be performed by the contractor designated by the Landlord, and utilize only such consultant(s) as may be designated by the Landlord. No such Work shall be permitted which may materially weaken or endanger the structure or adversely affect the condition or operation of the Premises or the Building or diminish the value thereof.
- (h) Any Work made by or on behalf of the tenant without the prior written consent of the Landlord, or which is not substantially in accordance with the drawings and specifications approved by the Landlord, shall, if required by the Landlord, promptly be removed by the tenant, or, at the Landlord's option, shall be promptly modified to conform to such approved drawings and specifications, all at the tenant's sole cost and expense. If the tenant does not promptly remove or otherwise modify such Work within a reasonable period of time following Landlord's written request therefor, the Landlord may do so and the tenant shall pay to the Landlord on demand all costs incurred by the Landlord in connection therewith.
- (i) For any Landlord Work over \$100,000, please refer to CCDC2-2008 – Supplementary Conditions for this site – see Appendix D for more information.

## 1.5 Tenant Design Consultants

The tenant, at its own expense, shall retain qualified professional consultants, which consultants shall be subject to the prior written approval of the Landlord.

The Landlord encourages the use of its base building consultants due to 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, at the tenant's expense.

All architectural, structural, mechanical and electrical changes or any other modifications by the tenant will be subject to the Landlord's prior written approval and will be maintained on building file drawings by the base building consultants. When tenant-initiated engineering work is undertaken by consultants which are not the base building consultants, the tenant shall pay to the Landlord the additional costs incurred by the Landlord in transferring information from the tenant drawings to the building file drawings.

**BASE BUILDING CONSULTANTS**

<b>ACOUSTICAL CONSULTANT</b>	
<p><b>HGC Engineering Limited</b>                  2000 Argentia Road, Plaza 1, Suite 203                  Mississauga, Ontario L5N 1P7                  Contact: Mr. Brian Howe                  Telephone: (905) 826-4044 ext. 224</p>	
<b>ARCHITECTURAL DESIGN</b>	
<p><b>Brisbin Brook Beynon Architects</b>                  14 Duncan Street, 4<sup>th</sup> floor                  Toronto, ON M5H 3G8                  Contact: Mr. Greg Alexander                  Telephone: 416-891-8999</p>	<p><b>Connect Resource Planners</b>                  504 Iroquois Shore Rd, Unit #4                  Oakville, Ontario L6H 3K4                  Contact: Ms. Lydia Pickering                  Telephone: 905-338-5465</p>
<p><b>Dialog</b>                  2 Bloor Street East, Suite 1000                  Toronto, ON M4W 1A8                  Contact: Ms. Marilyn White                  Telephone: 416-966-0220</p>	<p><b>Henata Ko Design</b>                  12 Deanecrest Road                  Etobicoke, ON, M9B 5W4                  Contact: Ms. Henata Ko                  Telephone: 647-297-7372</p>
<b>ARCHITECTS</b>	
<p><b>Webb Zerafa Menkes Housden Partnership</b>                  99 Yorkville Avenue                  Toronto, Ontario M5R 1C1                  Contact: Mr. Hady Lotfy                  Telephone: 416-961-4111</p>	<p><b>B&amp;H Architects</b>                  481 University Avenue, Suite 300                  Toronto, Ontario M5G 2H4                  Contact: Mr. Guy Painchaud                  Telephone: 416-596-2299</p>

<b>ELECTRICAL CONSULTANT</b>	<b>MECHANICAL CONSULTANT</b>
<b>Smith &amp; Andersen Consulting Engineering</b> 4211 Yonge Street, Suite 500 Toronto, Ontario M2P 2A9 Contact: Mr. Vlad Germanovsky Telephone: 416-487-8151	<b>Smith and Anderson Consulting Engineering</b> 4211 Yonge Street, Suite 500 Toronto, Ontario, M2P 2A9 Contact: Mr. Vlad Germanovsky Telephone: 416-487-8151
<b>STRUCTURAL CONSULTANT</b>	<b>RISER WORK (MANDATORY)</b>
<b>Stephenson Engineering Ltd.</b> 2550 Victoria Park Avenue, Suite 602 Toronto, Ontario, M2J 5A9 Contact: Mr. Peter McAteer Telephone: 416-635-9970 ext. 184	<b>The Attain Group Inc.</b> 1 Yonge St., Suite 1801, Toronto, Ontario M5E 1W7 Contact: Mr. Doug Hanson Telephone: 647-965-9424

## 1.6 Tenant Design and Working Drawings

Any drawings or information which the tenant may reasonably require in connection with any Work proposed for the Premises, in addition to the As-Built, may be obtained from the Landlord, at the tenant's expense.

The tenant is responsible for the production of accurate and complete working drawings for any Work proposed within the premises. Although the Landlord will supply the tenant with the As-Built, neither the Landlord nor BentallGreenOak 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 four (4) sets of prints for all Work proposed for the premises. One (1) set of drawings will be returned to the tenant bearing the Landlord's stamp of approval; such approval may be subject to changes requested by the Landlord. For the purpose hereof, the drawings approved without changes by the Landlord shall be the "**Approved Drawings**". Any revision to the Approved Drawings must be submitted to the Landlord for its prior written approval.

The design of the Work 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:

- (a) Floor Plans:
  - (i) Drawing scale of 1:100.
  - (ii) Locations of all major fixed elements within the premises, dimensionally related to grid lines and demising partitions.
  - (iii) Locations and layouts of rooms and unusual loading concentrations, such as centralized filing areas, vaults, etc.
  - (iv) Location of power and outlets.
  - (v) Location of plumbing fixtures.
  - (vi) Furniture plan with room names or uses.
  - (vii) Floor and wall materials and all finishes throughout the premises.
  - (viii) Location of inter-floor stairs, if any (subject to prior approval by the Landlord's base building structural engineer).
  - (ix) Where the premises occupy less than a full floor, a drawing of the entire floor showing the location of the premises and its relationship to the elevator, lobby, exits and washrooms.
- (b) Reflected Ceiling/Lighting Plan:
  - (i) Drawing scale of 1:100.

- (ii) Lighting layout, ceiling pattern, materials and suspension system definition.
  - (iii) Types and wattage of any proposed special light fixtures.
  - (iv) Locations of any sound baffles above the ceiling.
  - (v) Location of any access panels required to service building systems.
  - (vi) Location of sprinkler heads and relocated heads.
- (c) Construction details, at suitable scales, indicating all methods of construction.
  - (d) Complete electrical, mechanical, sprinkler, building automation and life safety system drawings, at a scale of 1:100, should indicate work which is an alteration, or an 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 heating, ventilating and air conditioning and humidity control (“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, thermostats) must be compatible with those of the base building.
  - (e) Structural drawings, at suitable scales (minimum 1:100), where special conditions warrant the production of such drawings, e.g., openings in floor slabs, floor depressions, floor reinforcement for vaults and filing systems, etc.
  - (f) Hardware Schedule must be submitted.
  - (g) Architectural, mechanical and electrical specifications.

## 1.7 Standard for Tenant Design

Reducing the environmental footprint of the Building starts with good design practices. From this foundation, there are a number of specific materials and construction practices that will need to be imbedded into the construction contracts to ensure the best possible outcome is achieved.

Key principles that tenants must incorporate into their design plans include: (i) the minimization of construction waste; (ii) limitations on the use artificial light and minimization of the use of inefficient lighting designs; (iii) minimization of inefficient plumbing fixtures that consume excessive volumes of water. This Plan also contains an overview of the base building operating standards that have been designed to minimize the Building’s impact on the environment.

Tenants’ designers are requested to consider the following points in their design:

- (a) Review the existing leasehold improvements and reuse existing improvements where feasible.
- (b) Use high efficiency lighting for all specialty lighting. Use of incandescent lighting is discouraged and lighting levels in excess of 55 foot candles are not permitted unless such use has received the prior written approval of the Landlord.
- (c) Occupancy sensors are recommended for private offices and boardroom such that the lights may be turned off during unoccupied times.

- (d) The design of the premises should maximize light penetration into the interior spaces with a goal of achieving day lighting into 75% of the space.
- (e) All waste generated during the construction must be separated and removed from site in a manner that maximizes the recycling of construction debris. At minimum, carpet, metal, ceiling tiles and gypsum board should be recycled.
- (f) All carpets should have a minimum of 25% recycled content and meet *Carpet and Rug Institute's ("CRI") Standard (Green Label Plus Program)* for indoor air quality and be installed using CRI certified low volatile organic compound ("VOC") "quick release" adhesives. Carpets which are eligible for 6ix Again ® closed loop recycling program are preferred.
- (g) Latex based paints are preferred. Latex paints should have a maximum VOC of 200 grams per litre, and solvent based paints must have a maximum VOC of 380 grams per litre. Use of paints containing formaldehyde, halogenated aromatic solvents or heavy metals is strictly prohibited.
- (h) Use of base building ceiling tiles is to be maintained in all areas except where such use has received the prior written approval of the Landlord.
- (i) Use of air conditioning units that use domestic water as a source of cooling are not permitted unless such use has received the prior written approval of the Landlord.
- (j) Use of Lutron controls, shades and light fixtures.

## 1.8 Permits

All Work completed by or on behalf of the tenant in the premises, including the design thereof, and all plans, drawings, and specifications associated therewith, must be completed in accordance, and must comply, with all applicable laws, by-laws and regulations in effect, and the tenant must obtain all requisite permits, approvals and licenses from all the appropriate authorities, and provide copies of same to the Landlord, prior to the commencement of any Work in the premises.

Any Work which does not meet with the approval of the City of Toronto Building Inspector ("**Inspector**"), notwithstanding that the plans and drawings therefore may be Approved Drawings, shall be remedied by the tenant, at its sole cost and expense, immediately upon receipt of notice thereof from the Inspector. It is important to note that the Landlord's review of tenant drawings is no assurance of code compliance. Any revisions to the Approved Drawings requested by the Inspector (or any other authority having jurisdiction there over) must be copied to the Landlord. If the tenant has not commenced to remedy any deficiencies cited by the Inspector within ten (10) business days following issuance of the Inspector's notice, such deficiencies may be completed by the Landlord at the tenant's sole cost and expense.

## 1.9 Insurance

Prior to commencing any Work, the tenant and the Tenant's Contractor must provide to the Landlord certificate(s) of insurance coverage, with a minimum five million dollars (\$5,000,000), satisfactory to the Landlord, evidencing coverage which shall, at minimum, include: (i) all insurance required to be carried by tenant as set out in any separate written agreement between the tenant and the Landlord; (ii) Contractor's Insurance; and (iii) verification that the Tenant's Contractor is in good standing with the Workplace Safety and Insurance Board of Ontario

BentallGreenOak must be listed as co-insured on the policy as follows:

**“Sun Life Assurance Company of Canada, 150 King Street West, Bentall Property Services (Ontario) Ltd., BentallGreenOak (Canada) Limited Partnership, BentallGreenOak (Canada) G.P. Ltd., their successors and assigns”**

1.10 Lien Protection

The tenant shall make all such payments, and take all such steps as may be necessary, to ensure that no lien or other charge or claim therefor or certificate of action in respect thereof (any of which is herein referred to as “Lien”) is registered against the Building, the lands on which the Building are situate, or any portion thereof, or against either the Landlord’s or the tenant’s interest therein, as a result of any Work. The tenant shall cause any such registrations to be discharged or vacated immediately after notice from the Landlord, or within ten (10) days after registration, whichever is earlier.

1.11 Appointment of Contractors

In addition to any other requirements expressly herein provided, the Tenant’s Contractor:

- (a) must utilize the Landlord’s base building contractors for any Work affecting the fire alarm, automation, sprinkler and air balancing systems located within or serving the premises; and
- (b) must comply with the terms of the *Occupational Health and Safety Act* (Ontario) (“OHSA”).

The following is a list of recommended contractors that are familiar with the operation of the Building:

<b>BUILDING AUTOMATION SYSTEM (MANDATORY)</b>
<b>Johnson Controls Canada</b> 56 Leek Crescent Richmond Hill, ON L3B 1H1 Contact: Ms. Jacqueline Manitaros Telephone: 416-333-2664
<b>ELECTRICAL CONTRACTORS</b>

<p><b>CMS Electrical Group</b>  2721 Markham Road , Unit 10  Scarborough, Ontario  M1X 1L5  Contact: Brad Herring  Telephone 416-609-9992</p>	<p><b>Guild Electric Ltd.</b>  470 Midwest Road  Toronto, Ontario M1P 4Y5  Contact: Mr. Colin Reid  Telephone: 416-288-8222</p>
<p><b>Plan Group</b>  2740 Steele Ave W.  Vaughan, ON L4K 4T4  Contact: Richard Bryson  Telephone: 416-635-9040</p>	<p><b>Smith &amp; Long Ltd</b>  91 Esna Park Drive, Unit 3  Markham, Ontario L3R 2S2  Contact: Mr. Kyle Bunte  Telephone: 416-391-0443</p>
<b>FIRE ALARM SYSTEM (MANDATORY)</b>	
<b>LIGHTING CONTROLS (MANDATORY)</b>	
<p><b>Johnson Controls Inc. (Tyco Integrated Fire and Security)</b>  24500 Skymark Avenue  Mississauga, Ontario L4K 5K5  Contact: Aleem Rahman  Telephone: 905-301-9484</p>	<p><b>Lutron Electronics Co. Inc.,</b>  600 Cochrane Dr, Markham, ON L3R 5K3  Markham, Ontario L3R 5K3  Contact: Mr. Robert Bozzo  Telephone: 905-754-3300</p>
<p><b>Plan Group</b>  2740 Steele Ave W.  Vaughan, ON L4K 4T4  Contact: Richard Bryson  Telephone: 416-635-9040</p>	
<b>MECHANICAL CONTRACTORS</b>	
<p><b>Applied Systems Technologies Inc.</b>  910 Rowntree Dairy Rd., Unit 5  Woodbridge, ON. Canada L4L5W4  Contact: Mr. John Pereira or Mr. Rico  Taraschi  Telephone: 905-850-7080</p>	<p><b>CMS Commercial Mechanical Services Ltd.</b>  2721 Markham Rd. Unit #10  Scarborough, ON M1X 1L5  Contact: David Newland  Telephone: 416-609-9992 x.66</p>
<p><b>Modern Niagara Toronto</b>  695 Flint Road  Toronto, Ontario M3J 2T7  Contact: Mr. Jim Warner  Telephone: 416-749-6031</p>	<p><b>Highland Mechanical</b>  12 Flint Crescent  Whitby, Ontario L1R 1J7  Contact: Ian Frost  905-430-9666</p>
<b>METERING (MANDATORY)</b>	
<p><b>CARMA Industries Inc.</b>  1 Dundas Street West, Suite 2304  Toronto, Ontario M5G 1Z3  Contact: Chris Jurtovski  Telephone: 416-260-4264</p>	

**SPRINKLERS (MANDATORY)**

**Classic Fire Protection**

645 Garyray Drive.  
North York, Ontario. M9L 1P9  
Contact: Mr. Mario Iaboni  
Telephone: 416-740-3000

**JD Collins Fire Protection Company Inc**

101 Innovation Drive, Unit 1  
Woodbridge, Ontario L4H 0S3  
Contact: Mr. Dan Madden  
Telephone: 905-660-4535

1.12 Commencement of Construction

The tenant must carry out all Work in strict accordance with the Approved Drawings. All work is to be performed after business hours. No work is to be performed between the hours of 7:00 a.m. and 6:00 p.m.

In addition to any other requirements expressly herein provided, prior to commencing any Work, the tenant shall:

- (a) post all required permits on site; Building Permit, Electrical Building Permit and Mechanical Building Permit;
- (b) have received Approved Drawings and written notice from the Landlord to proceed with construction;
- (c) make available on the 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) submit to the Landlord a schedule showing the approximate timetable for the progress and completion of the Work;
- (e) provide deficiency deposit in the form of a certified cheque for up to \$10,000.00 (depending on the size and scope of the project). This cheque must be made payable to the "***BentallGreenOak (Canada) Limited Partnership itf Sun Life Assurance Company of Canada***". The cheque will be returned to Contractor upon the rectification of all deficiencies to the satisfaction of the Landlord, acting reasonably. Should deficiencies not be completed after 30 days of Substantial Completion, the Landlord will use cheque to complete deficient work on Tenant's behalf;
- (f) provide evidence, in a form acceptable to the Landlord, that the Contractor has at least \$5 million worth of general liability insurance. The insurance coverage must name as additional insured parties:

• **Sun Life Assurance Company of Canada**, 150 King Street West, Bentall Property Services (Ontario Ltd., BentallGreenOak (Canada) Limited Partnership, BentallGreenOak (Canada) G.P. Ltd., their successors and assigns

All General Contractors must ensure that their policies cover all work performed by their sub-trades. Any other Contractor working directly for a Tenant and requiring access to common areas (telephone rooms, riser rooms, mechanical room, etc.) must likewise provide acceptable evidence of adequate insurance coverage.

The requirement for \$5 million in General Liability Insurance applies to all parties requiring access to common areas (riser rooms, mechanical rooms, telephone rooms etc.) aside from the General Contractor requirements.

- (g) All General Contractors must provide a copy of their Health & Safety Policies, and a letter which indicates that their policy will blanket all sub-trades;
- (h) submit a copy of the Notice of Project forms;
- (i) submit WSIB Clearance Certificate;
- (j) provide a comprehensive list of all trades that will work on the project, including emergency contact information for each trade (i.e. cellular phone numbers);
- (k) If a company is a subsidiary of another firm, proof of adequate insurance must be provided in the form of either:
  - An actual Certificate of Insurance as outlined above, or;
  - A letter and Certificate of Insurance from the parent firm indicating acceptance of responsibility for the subsidiary's work.
- (l) The project's Project Manager must contact the property management office to arrange a kick-off meeting and health & safety meeting (with the Landlord/Landlord Agent present) prior to construction commencement, for formal introductions to the project team;
- (m) For all project work at 150 King St. West, the tenant must employ union affiliated contractors, subcontractors, etc., and ensure that the work performed by each unionized trade does not conflict with that of other unionized trades legally entitled to do so by virtue of their collective agreements. The tenant is solely responsible for all damages (and associated repair costs) that may result from its Contractors' failure to comply with this requirement.

### 1.13 Completion of Work

Forthwith, upon completion of the Work, the tenant must submit to the Landlord:

- (a) a statutory declaration 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 in accordance with the Approved Drawings;
- (b) a full set of architectural, mechanical and electrical "as-built" drawings which shall include one (1) printed copy and one (1) CAD copy of the "as-built" drawings;
- (c) copies of all permits and certificates issued by authorities having jurisdiction over all or any part of the Work;
- (d) a statutory declaration by a signing officer of the tenant, to be issued after the expiry of all applicable lien periods, confirming that the Work has been completed, the date of such completion, that all accounts relating to the Work have been paid, that no lien has or may be claimed with respect thereto, and that all construction lien periods have expired;
- (e) evidence, satisfactory to Landlord, acting reasonably, that all building permits related to the Work have been properly satisfied and closed.

All elements of the base building which are removed from the premises in accordance with the Approved Drawings, including, but not limited to, light fixtures, doors and frames, hardware, etc., shall remain the property of the Landlord and must be delivered and turned over to the Landlord upon removal; the Landlord reserves the right to have such base building items re-installed in the premises, by the tenant at its sole cost and expense, upon the expiry or earlier termination of any lease between the tenant and the Landlord.

Upon completion of the Work, the premises must be left clean and in a "move-in" condition, all to the satisfaction of the Landlord as per Section 2.37.

#### 1.14 Construction Checklist

Upon completion of the Work, the tenant, through its Tenant's Contractor, must complete the Construction Checklist forming part of this Plan.

#### 1.15 Landlord Charges

In connection with the Work, and in addition to any costs expressly stated herein, the tenant shall pay to the Landlord:

- (a) fifteen percent (15%) of such costs as Landlord's administration and overhead;
- (b) any other supervision and administration fees payable in accordance with any other written agreement between the parties relating to the premises and the completion of Work therein, including, without limitation, any lease between the parties.

All amounts payable by the tenant pursuant hereto shall be deemed "additional rent" for the purposes of the lease between the Landlord and tenant in respect of the premises and shall be payable by the tenant forthwith upon demand.

## **SECTION 2.0 RULES AND REGULATIONS REGARDING TENANT WORK**

### 2.1 Public/Construction Safety

- (a) It is the tenant's responsibility to ensure that the Tenant's Contractor fully observes and complies with all applicable laws and all applicable construction safety rules and regulations promulgated by authorities having jurisdiction there over from time to time, as well as with any rules and regulations imposed by the Landlord and/or BentallGreenOak from time to time. Should failure to observe and/or comply with any of the foregoing result in any delay to the completion of the Work or the Landlord's Work, as hereinafter defined, the tenant will be held responsible for such delay, in addition to being held responsible for any costs resulting from such delay or resulting from such failure to observe and/or comply with all such laws, rules and regulations in effect from time to time, all of which costs shall be reimbursed by the tenant to the Landlord.

- (b) In the event that BentallGreenOak or any contractor designated by either of the Landlord or BentallGreenOak (the “**Landlord’s Contractor**”), is occupying the premises for the purpose of completing work therein (the “**Landlord’s Work**”), alongside the Tenant’s Contractor(s) during the completion of the Work, in an effort to delineate the respective roles of such contractor(s), to the maximum extent permitted under the OHSA, the Landlord’s Contractor will have the Landlord’s Work designated as a separate project so that the tenant does not incur obligations as a constructor in connection with the performance of the Landlord’s Work, and the Tenant’s Contractor will have the Work designated as a separate project so that neither the Landlord, BentallGreenOak or the Landlord’s Contractor, incur obligations as a constructor in connection with the performance of the Work.
- (c) The tenant shall cause the Tenant’s Contractor to keep the Operations Manager apprised as to progress of the Work and shall appropriately coordinate and schedule the interaction of the Work with the base building systems and the Landlord’s Work, if any, including such coordination and scheduling as the Operations Manager or the Landlord’s Contractor deems necessary so that the Landlord does not incur obligations as a constructor in connection with the performance of the Work (such as, by way of example only, the separation of work force by time and/or space).
- (d) The tenant and the Operations Manager shall:
  - (i) ensure that all legal obligations imposed on constructors and other persons supervising, completing or coordinating the Landlord’s Work and the Work, if any, are properly observed and performed;
  - (ii) ensure all directions given by any governmental or other regulatory inspectors are properly performed; and
  - (iii) ensure that necessary access is provided for any required inspections in connection with any of the foregoing.
- (e) Health and safety issues shall be specifically addressed as follows:
  - (i) Areas under the control of the Landlord’s Contractor: In those areas of the Building where the Landlord’s Contractor is in control and performing the roles and responsibilities of the constructor (for example, loading docks and common areas), the tenant, the Tenant’s Contractor, and all their representatives, shall be required to comply with all reasonable health and safety instructions and regulations established by the Landlord’s Contractor.
  - (ii) Areas under the control of the Tenant’s Contractor: In those areas of the Building where the Tenant’s Contractor is in control and performing the roles and responsibilities of the constructor (i.e. within the premises), the Operations Manager and the Landlord’s Contractor, as the case may be, agree to comply with all responsible health and safety instructions and regulations established by the Tenant’s Contractor.
- (f) Work Place & Public Safety

The Tenant’s Contractor shall provide and maintain adequate first aid facilities during the completion of the Work.

At no time during the completion of the Work shall there be any disruption or interference with, nor shall any such Work at any times affect, any of the Building's life safety and fire protection and security systems unless otherwise co-ordinated, scheduled and approved, in writing, by the Operations Manager.

(g) Policing, Work Permits & Security Badges

The Tenant's Contractor will be responsible at all times for the safety and actions of its trades and delivery people. Any person found: (i) performing an unsafe act; (ii) blatantly disregarding the correct, proper and safe performance of the Work; (iii) disregarding the integrity of the existing Building and its systems; (iv) engaging in any disrespectful actions toward tenants or other persons on the Project, will be promptly removed from the Project and not permitted to return.

The Tenant's Contractor shall complete a weekly work permit at the Security Control Centre designated for the work site, and shall obtain security badges of sub-trades for the Work.

(h) Safe Work Permit

Upon request by the Operations Manager, prior to the commencement of the Work, the tenant shall require the Tenant's Contractor to:

- (i) identify all hazards associated with the Work to the Operations Manager; and
- (ii) provide written assurance to the Operations Manager that the Tenant's Contractor:
  - (A) has received, reviewed and thoroughly understands the safety policies, rules, regulations, laws and by-laws respecting the Work, the performance of the Work, and any such identified hazards, all as may be promulgated by the Landlord, BentallGreenOak or any other authorities having jurisdiction there over;
  - (B) is aware of the specific hazards associated with the Work and any and all precautions which should be taken in connection therewith;
  - (C) is capable of and is prepared to undertake any and all required precautions necessary to deal with such hazards, if any; and
  - (D) has the necessary safety training to perform such Work.

The tenant and the Tenant's Contractor shall have full responsibility for ensuring that all work performed by them in the Building complies with the OHSA.

## 2.2 Temporary Hoarding

Prior to commencing any Work which involves modifications to the front or exterior of an existing unit, the tenant shall, at its sole cost and expense, enclose the premises with a suitable temporary hoarding which shall be supplied, installed and painted in accordance with the Landlord's standard design criteria ("Hoarding"). 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 in writing by the Landlord.

In order for arrangements to be made for the construction and/or demolition of same, the tenant or the Tenant's Contractor must provide the Operations Manager with no less than forty-eight (48) hours written notice prior to proposed date of installation and/or demolition of the Hoarding.

Within twenty-four (24) hours following substantial completion of the Work, the tenant or the Tenant's Contractor shall, at the tenant's sole cost and expense, remove the Hoarding and shall restore the Building to the condition in which it existed prior to the installation and removal of the Hoarding, and shall repair any damage caused thereby, failing which Landlord shall perform such work on tenant's behalf and the tenant shall reimburse Landlord all costs incurred by Landlord in connection therewith.

For greater certainty, if the Work does not involve modifications to the front or exterior of an existing unit, Hoarding is not necessary. Any premises which remain completely non-operational during completion of the Work must have the interior of all windows and doors covered with adhesive window film as specified by the Landlord, unless otherwise approved in writing by the Landlord.

### 2.3 Temporary Services

The tenant is responsible for the distribution of temporary services within the premises during completion of the Work. Exposed electrical cords are not permitted outside the premises. Washrooms available for use by contractors will be designated by the Landlord. The tenant will be responsible, at its sole cost and expense, for the supply of all cleaning products required in connection with the Work and for the repair of all damages caused to the premises and the Building by the Tenant's Contractor.

### 2.4 Temporary Building Protection

The tenant and the Tenant's Contractor shall, at the tenant's expense, undertake all necessary precautions to: (a) reduce and/or control the levels of dust and debris created by the completion of the Work; and (b) prevent dust and debris from being circulated through the Building through the Building's HVAC and air handling systems, vertical mechanical and electrical service shafts and elevator shafts. For greater certainty, special consideration must be given to prevent dust from penetrating the elevator shafts during completion of the Work.

Dust shield enclosures and filter systems must be installed at all return air and transfer air openings during completion of the Work in compliance with the IAQ Management Plan outlined in Section 2.39, in order to prevent the transfer of dust.

The contractor should be responsible for the implementation and maintenance of dust control measures, including dust curtains and walk off mats at construction entrances and exits to separate construction and occupied areas, including elevator lobbies to control dust transfers caused by completion of the Work.

Smoke detectors and other dust sensitive equipment (i.e. thermostats) should be protected from dust, eliminating the possibility of a false fire alarm.

**False alarm charges from the Toronto Fire Services will be charged back to the tenant.**

If the Tenant's Contractor fails to perform the controls necessary to prevent and/or minimize dust transfer caused during the completion of the Work, the Landlord will undertake and maintain, at the expense of the tenant, such processes as the Landlord deems appropriate and necessary, having regard to the circumstances.

2.5 Hoisting

During times of heavy demand for hoisting materials and equipment, forty-eight (48) hours prior written notice will be required for use of the freight elevator. Unless a specific elevator has been prepared and designated for hoisting purposes, hoisting time will not be available during normal business hours for the Building, being such hours as are designated by the Landlord, from time to time, and which hours are, as at the date hereof, from 7:00 a.m. to 6:00 p.m., Monday through Friday ("**Business Hours**"); hoisting time will be provided outside of Business Hours, at the tenant's expense, unless otherwise expressly agreed to by the Landlord, in writing.

2.6 Work Areas

All construction materials, tools, equipment and work benches must be kept within the premises throughout completion of the Work. All public lobbies, washrooms and stairs shall be kept clear of construction materials and debris. If the public washrooms are used by the Tenant's Contractor, the Tenant's Contractor will be responsible, at its sole cost and expense, for cleaning same and for the repair of any of damages caused thereto, and may risk loss of working privileges in BentallGreenOak managed buildings if such cleaning and/or repair work is not completed as expeditiously as possible to the Landlord's satisfaction, acting reasonably. If the Tenant's Contractor fails to complete any such cleaning and/or repair work as and when required by written notice from Landlord, the Landlord may undertake such work and all costs incurred by the Landlord in connection therewith shall be reimbursed by the tenant.

## 2.7 Garbage Removal

The tenant and the Tenant's Contractor shall, at the tenant's expense, ensure that all garbage and debris resulting from the completion of the Work are stored in Waste Bins (as hereinafter defined) in the Waste Disposal Area (as hereinafter defined) only and are removed from the premises on a daily basis, failing which such storage and/or removal shall be completed by the Landlord at the tenant's expense. In addition, Waste Bins which remain in the Building after completion of the Work will be removed by the Landlord at the tenant's expense. Waste Bins are not allowed to remain in the receiving/loading area unless specifically authorized by the Landlord, in writing.

After completion of the Work and removal of the Waste Bins, the Tenant's Contractor shall restore the Waste Disposal Area to a clean, broom-swept condition with no materials left therein, thereon or thereabout, failing which Landlord shall undertake such janitorial work at the tenant's expense.

The loading/receiving facility is not to be used as a workshop area, i.e. this area is not to be used for any welding, sawing, pipefitting, or any other kind of construction, and is to be used solely for the purpose of shipping and receiving of materials.

Under no circumstances should the Building compactor be used for disposal of construction materials.

Any costs incurred by the Landlord as a result of the Tenant's Contractor failing to abide by the provisions of this Section 2.7 shall be reimbursed by the tenant.

## 2.8 Working Hours

All work must be done outside of normal business hours. No work is permitted during weekdays between the hours of 7:00 am to 6:00 pm.

The tenant's proposed schedule for completion of the Work ("**Work Schedule**") is subject to the prior written approval of the Landlord prior to the commencement thereof. Any Work which is required to be carried out at times other than those agreed to in the Work Schedule will require the prior written approval of the Landlord. Any Work which affects the life safety, sprinkler and/or standpipe systems of the Building must take place outside of Business Hours and under supervision by the Landlord or the Landlord's Contractor.

All work shall be carried out in the Leased Premises after **business hours from 6:00pm to 7:00 am, Monday to Friday or on Saturday or Sunday.**

Any work creating excessive noise (such as drilling & hammering), or which might be an inconvenience to other Tenants, will have to be discussed with the Operations Manager and must be done outside normal office hours.

## 2.9 Temporary Fire Protection

At all times during the completion of the Tenant's Work, the tenant and Tenant's Contractor shall provide operable fire extinguishers, in readily accessible, prominent locations within the premises.

## 2.10 Security

All property of the tenant and the Tenant's Contractor shall be so kept on the premises or elsewhere about the Building at the sole risk of the tenant and the Tenant's Contractor. The tenant shall, at its sole cost and expense, ensure that the premises and the contents thereof are secured at all times during the completion of the Work.

Landlord, BentallGreenOak and Landlord's Contractor and their servants, agents, customers, contractors and other persons for whom they are in law responsible shall not be liable or responsible in any way for any injury or death to any person or for any loss or damage to any property, at any time on or about the premises or owned by or being the responsibility of tenant, or Tenant's Contractor or any of their servants, agents, customers, contractors or persons for whom they are in law responsible elsewhere on or about the Building, no matter how the same shall be caused.

## 2.11 Access and Deliveries

Access to and from the premises by personnel engaged in completing the Work, all deliveries to and from the premises, and loading and unloading of goods, merchandise, refuse, materials and any other items, shall be made only by way of such driveways, access routes, doorways, elevators, corridors and loading docks as Landlord may from time to time designate and shall be subject to all applicable rules and regulations made by Landlord from time to time.

Tenant shall obtain the prior written approval of the Landlord for the delivery and/or installation of any items which, as a result of their weight or dimension, require special handling.

All construction personnel will be required to sign in and out nightly at the Security Control Centre, unless otherwise agreed to in writing by the Landlord.

Delivery and contractors' trucks will be permitted access to receiving areas of the Building only for the purpose of unloading and loading of materials for a maximum duration of thirty (30) minutes. Absolutely no parking will be permitted in the designated loading/receiving areas or fire routes. Lack of cooperation in this regard will result in vehicles being towed at the Tenant's risk and expense.

All carts being used by the Tenant's Contractor for job-site deliveries must have rubber wheels. Landlord's equipment (such as ladders, trucks, bins, dollies, etc.) may not be used by contractors.

## 2.12 Damage

The Tenant's Contractor shall, at its expense, protect all base building systems, materials and finishes during the completion of the Work. Any base building systems, materials and/or finishes which are damaged as a result of not having been properly protected in accordance herewith shall be repaired by the Landlord and all costs incurred by the Landlord shall be reimbursed by the Tenant.

## 2.13 Noise

Any work which may result in excessive noise emanating from the premises (such as, by way of example only, coring or drilling) may not be carried out during Business Hours.

## 2.14 Landlord's Access to Premises

The Landlord shall have access to the premises at all times for the purpose of completing, correcting or inspecting the Work.

## 2.15 Work Conflict

All Work performed by the Tenant's Contractor shall be performed in a manner that will not interfere or conflict with any activities of the Landlord, BentallGreenOak or the Landlord's Contractor.

## 2.16 Material Handling

- (a) See Section 2.5 for procedures pertaining to hoisting services.
- (b) The tenant and the Tenant's Contractor shall, at their expense, be responsible for protecting elevators (including floors, walls and ceilings therein) from damage during the transportation of materials being used in connection with the completion of the Work, using pads and other cladding material provided by the Landlord, and any other protection methods that may be required (which other protection shall be subject to Landlord's prior written approval). Upon completion of elevator use, the tenant and the Tenant's Contractor shall, at their expense, ensure all protective coverings are removed from the elevators and returned to the Landlord (where appropriate), and that the elevators are left in clean, broom swept condition, and shall repair any damage caused thereby, failing which such materials shall be removed by the Landlord and the Landlord shall clean the elevators and repair any damage thereto, all at Tenant's sole cost and expense.

## 2.17 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, in order to permit necessary access to equipment and/or electrical/mechanical services from time to time.

## 2.18 Roof Work/Access

Under no circumstances will the tenant and/or the Tenant's Contractor enter onto the roof without first:

- (a) obtaining the Landlord's prior written approval thereto;
- (b) completing and delivering to the Landlord a copy of the Landlord's then standard roof-top access waiver form, a copy of which can be obtained from the Operations Manager; and
- (c) completing fall arrest training.

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 all sleepers and/or curbs, as required, for installation by the Landlord's designated contractor, at the tenant's expense.

## 2.19 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. The tenant must add and give at least a 4 week notice of work once approval is given.**

## 2.20 Power-Actuated Devices

Power-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.

## 2.21 Drilling or Cutting

The Tenant's Contractor is not permitted to drill or cut openings of any description in any part of the base building structure (including floors, walls and ceilings) without the prior written approval of the Landlord and the Landlord's designated structural engineer. Prior to commencing any such work which may impact structural reinforcing bars, the tenant, at its sole cost and expense, shall be required to engage Landlord's designated x-ray inspection contractor to perform an x-ray inspection of the Premises. Any such approved work must be completed by the Tenant's Contractor, at the Tenant's expense, outside of Business Hours. Any damage to cast-in electrical wiring will be repaired by the Landlord's Contractor at the tenant's expense. **Absolutely no scanning allowed only x-ray.**

## 2.22 Welding

No open flames for welding, cutting or other purposes are permitted without the prior written approval of the Landlord. The Tenant's Contractor shall ensure that use of pressurized gas cylinders is in accordance with requisite safety provisions and requirements. All open flame work must be performed outside Business Hours and **must be approved by the Landlord in writing with minimum 72 hours' notice.** Any contractor requiring welding services must abide by the Landlord's Hot Work Policy.

A "Hot Work" permit must be submitted and approved by the Landlord prior to performing this work. (See Appendix C for Hot Work Permit). An operational fire extinguisher must be available in the immediate vicinity of the work, in addition to those already present. **The Tenant contractor shall co-ordinate the deactivation of the smoke detectors and fire watch services with the Landlord. All costs associated with this work will be billed back to the tenant plus an applicable 15% administration fee. The contractor must notify the Landlord when the work is completed in order for the life safety systems to be reinstated. Should the Tenant contractor neglect to notify the Landlord regarding the above-noted work and a fire alarm is activated resulting in a false alarm, the Tenant contractor will be charged with all associated costs plus an applicable administration fee (15%) per occurrence. No gas powered equipment is to be used within the building.**

## 2.23 Fasteners

Mechanical fastening is not permitted to curtain walls, window frames, or walls which may contain vapor barriers or special fire rated structures. Clips, in lieu of screws, must be used to fasten interior walls and partitions to the ceiling grid.

2.24 Electrical Power Shutdown

All requests for electrical power shutdowns are subject to the Landlord's prior written approval and must be made in writing no less than four (4) weeks prior to the required shutdown.

2.25 Air System Shutdown

All requests for air system shutdowns are subject to the Landlord's prior written approval and must be made in writing at least forty-eight (48) hours prior to the required shutdown. It shall be reasonable for the Landlord to withhold its approval to any request for an air system shutdown if same would interfere or conflict with a request received by the Landlord for the provision of air conditioning services from another tenant in the Building.

2.26 Water System Shutdown

All requests for water system shutdowns are subject to the Landlord's prior written approval and must be made in writing, in advance, in accordance with the following schedule:

<b>SYSTEM COMPONENT</b>	<b>REQUIRED NOTICE PERIOD</b>
Heating	One (1) week
Condenser	One (1) week
Standpipe/Sprinkler	Two (2) weeks
Domestic (isolated floor)	Two (2) days
Domestic (building supply)	Two (2) weeks

2.27 Carpet Laying

Carpets may not be glued to the floor, except where a low VOC "quick-release" type of glue and the Landlord's written approval has first been obtained. The Landlord reserves the right to approve other methods of application.

2.28 Plumbing

Where plumbing is removed from the 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, and the Landlord's consultants, evidence of which satisfaction shall be provided to tenant, in writing, upon completion of such work.

2.29 Ductwork

When the ductwork distribution system is altered in the premises, the ductwork that is not used must be removed from within the ceiling space, capped and sealed, all to the satisfaction of the Landlord, and the Landlord's consultants, evidence of which satisfaction shall be provided to tenant, in writing, upon completion of such work.

2.30 Air Balancing

Upon completion of the Work the tenant must provide the Landlord with an air balance report completed by the Landlord's designated balancing company, at the tenant's expense, which report is subject to review by the Landlord's consultant prior to final submission to the Landlord. Please contact the management office for the Landlord's designated balancing contractor.

### 2.31 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 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.

**For further information on firestopping – please refer to Appendix E “Firestop Installation and Specification Guidelines.”**

### 2.32 Fireproofing Material

All fireproofing material that is removed from steel decks and beams must be replaced with a suitable fireproofing material approved for use, and installed, in accordance with applicable laws and building and fire code requirements. In no event shall the level of fire protection which exists in the Building prior to the undertaking of any such work, be reduced. The Landlord reserves the right to request from the tenant an independent inspection of the fireproofing by a qualified consultant at the tenant's expense.

### 2.33 Daily Clean Up

The tenant, at its sole cost and expense, 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 tenant or the Tenant's Contractor, the Landlord will complete same at the Tenant's expense.

Drywall, concrete and paint shall not be disposed of through any drains in the Building including, without limitation, the janitor's sink and drains found in washrooms in the common areas of the Building. The Tenant's Contractor must make arrangements for the appropriate disposal of such materials off-site. If the Landlord determines that any drainage system in the Building has become clogged or restricted as a result of the disposal of inappropriate materials through such system by the tenant or the Tenant's Contractor, the Landlord shall remedy such clog or restriction and the tenant shall reimburse the Landlord all costs incurred by the Landlord in connection with same.

### 2.34 Stairwell Doors

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

Exterior doors to the Building are alarmed and monitored by a service provider. These doors must be kept closed and locked outside of Business Hours. The tenant will be responsible for any charges for alarm response caused by the Tenant's Contractor.

## 2.35 Waste Management

- (a) An important element of the commitment to waste management is ensuring effective documentation is kept during the completion of the Work. This is done through a Waste Diversion Report (“WDR”). The WDR is comprised of a compilation of waybills, invoices, letters and other documentation from the Tenant’s Contractor that are appropriately indexed and reflect product types, quantities and details of waste diverted and waste sent to landfill. A copy of the WDR should be provided to the Operations Manager when completed.
- (b) Prior to commencing the Work, the tenant must inform the Tenant’s Contractor of the following processes and procedures:
  - (i) prior to commencing the Work, a central waste collection area, dedicated to the separation and storage of all waste generated during the completion of the Work, should be designated onsite (“**Waste Collection Area**”);
  - (ii) separate containers must be provided in the Waste Collection Area, in appropriate sizes, to accommodate the type and quantity of waste estimated to be generated (“**Waste Bins**”);
  - (iii) all Waste Bins must be clearly labeled to identify the type of waste permitted to be disposed therein;
  - (iv) if the Waste Collection Area is not large enough to allow for proper sorting, waste materials should be shipped to an off-site sorting station;
  - (v) daily inspections should be conducted to ensure each Waste Bin receives the appropriate waste and there is no cross-contamination;
  - (vi) all Waste Bins should be promptly emptied when full;
  - (vii) “blue box” recycling bins must be provided on-site for recycling the following waste products generated by site workers and visitors: aluminum; food or beverage cans, glass and plastic bottles and jars; and cardboard and paper products.
- (c) Within ten (10) business days following Landlord’s approval of the Work, the Tenant’s Contractor shall deliver to the Landlord a letter identifying:
  - (i) those leasehold improvements and other fixtures within the premises which the Tenant’s Contractor intends to reuse;
  - (ii) those leasehold improvements and other fixtures within the premises which the Tenant’s Contractor intends to remove from the Building and, with respect to such items, such letter shall further identify:
    - (A) the salvaging/recycling facilities proposed to be used;
    - (B) the material(s) that will be accepted by each facility and whether the material(s) will be reused, recycled or sent to landfill.

## 2.36 Pre-occupancy Cleaning

Prior to commencing business on all or any part of the premises, the tenant shall, at its sole cost and expense, engage the Landlord's designated janitorial contractor to clean the following:

- light fixtures and lenses
- ceiling grid and ceiling tiles
- floor tiles and carpets
- corridor walls and doors immediately adjacent to the 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 premises (if applicable)
- all service/utility rooms
- venetian blinds/sun shades (cleaning of the blinds shall be carried out by the base building contractor).

If the tenant fails to have the required cleaning undertaken as and when required hereby, the Landlord will provide this service at the tenant's expense.

## 2.37 Construction Deposits/Violations

### (a) **Construction Deposits**

The Contractor will provide a construction deposit and sign an "Acknowledgement Letter" per the BentallGreenOak policy guidelines, and this deposit will be applied to any fines or work related to tenant premise or property construction (i.e. system drain downs, tile etc.). The deposit will be provided prior to construction in the form of a certified cheque, made out to the legal owner, to be held in a non-interest bearing account until such time as the required closeout documents are received to the satisfaction of the Landlord. Contact person should generally be the General Contractor (hired directly by the tenant). The contact must also be an authorized representative of the contract company.

If a fine is to be applied, an invoice will be issued. It will describe the fine and amount applied per the policy guidelines. This can be issued during or following the post construction inspection.

The deposit will be based on 3% of the project cost with a minimum of \$3,500 and a maximum of \$10,000

Upon a post inspection, by the Landlord, all, some or none of the deposit will be returned within 45 days, depending on the timing of the repair to make good by the Contractor or Landlord.

(b) **Violations**

1.	Causing a fire.	\$10,000
2.	Failure to comply with the BentallGreenOak Fire Watch/Hot Work Policy.	Up to \$5,000
3.	Open fire work without a hot work permit and 10 lb. extinguisher.	\$2,500
4.	Deliberate disconnection of the fire system without authorization.	\$3,000
5.	Activation of Fire Alarms.	\$1,800
6.	Leaving the building, while fire alarm system is isolated.	\$3,000
7.	Obstruction of any fire equipment (pull stations, hose stations, sprinkler heads, and smoke heads).	\$1,000
8.	Improperly stored compressed gas cylinders while not in use.	\$1,000
9.	Failure to post all Building Permits, WSIB, WHMIS, H&S policy in visible locations.	\$500
10.	Failure to wear appropriate/required PPE as required by OHSA.	\$500
11.	Failure to comply with any BentallGreenOak Construction Rules or Regulations is open to fines up to \$1,000 at the discretion of BentallGreenOak.	
12.	Storage of combustibles in service areas.	\$500
13.	Unsafe build-up of garbage.	\$500
14.	Wedging open or obstructing any stairwell/fire door or obstructing any means of egress.	\$500 per door
15.	Smoking within the property.	\$500
16.	Storage equipment and tools in service areas and rooms without written permission.	\$500
17.	Improper implementation of dust control measures at entrance and exit area.	\$500
18.	Failure to return badges, keys, or pass cards to the Access Control Centre.	\$250
19.	Unauthorized use of passenger elevators by contractors.	\$250
20.	Welding, sawing and /or cutting in shipping and receiving area.	\$250
21.	Any damage to property, caused by contractor, repaired by owner.	
22.	Unauthorized work during business hours.	\$2500
		Actual Repair + 15%

The above-mentioned is a general list of fines and violations. BentallGreenOak is not restricted to just these fines. Any actions that are in contravention of the National Fire Code, Provincial Fire and Building Codes, Life Safety Code, Provincial Health and Safety or any other applicable legislation or regulations as determined by BentallGreenOak may result in fine of \$10,000 to \$100,000. All fines will be at the discretion of BentallGreenOak.

## 2.38 Indoor Air Quality (“IAQ”) Management Plan for Facilities Additions and Alterations (“IAQ Management Plan”)

### (a) **Guidance for Resources and Implementation**

The objectives of the IAQ Management Plan will be achieved through the “control measures” detailed in the following tables (“**Measures**”). These Measures are applicable to all Work completed within the Building. The Tenant’s Contractor is responsible for providing to the Landlord documentation of all actions planned to be, and actually, taken on-site to ensure IAQ is maintained for the duration of the completion of the Work. Each Measure references an applicable strategy from the Sheet Metal and Air Conditioning Contractors National Association (SMACNA) IAQ guidelines for Occupied Buildings Under Construction, second edition November 2007.

### (b) **HVAC Protection**

Suspend or modify HVAC operation during completion of the Work to prevent or reduce the circulation of particulate matter and pollutants.

The following should be taken into consideration:

- (i) all HVAC equipment will be protected from dust, odors or other contaminants and exposure to the elements. The system must be evaluated in detail by an engineer experienced in HVAC maintenance and operations;
- (ii) the entire HVAC system will be shut down during heavy construction or demolition;
- (iii) all return openings in the construction area will be sealed with plastic;
- (iv) if permanently installed air handlers are used during construction, filtration media with a MERV 13 shall be used at each return air grille, as determined by ASHRAE 52.2-1999. All filtration media will receive frequent maintenance and be replaced immediately prior to occupancy;
- (v) when the HVAC system must remain operational, the heaviest work areas will be dampered-off or otherwise blocked;
- (vi) the mechanical room will not be used to store construction or waste materials;
- (v) consider protection of air plenums in the planning phase of the Work including:
  - (A) ducts in the construction zone should be disconnected from the remainder of the active system;
  - (B) seal openings in new ducts until construction is finished; and
  - (C) replace missing ceiling tiles, especially where the ceiling plenum is the return air path;
- (vi) ducts, diffusers, and window units will be inspected upon completion of the work and cleaned if needed. The condition of the main filters will be checked whenever visible particulates are discharged from the system;

- (vii) where major dust loading is expected to impact operating HVAC systems, consideration will be given to upgrading filter efficiency. Filters will be installed with 60-80-% dust spot efficiency. For odors, activated charcoal or potassium permanganate will be used; and
- (viii) an HVAC system will be deemed to have excessive dust or debris when an accumulation of particles can be observed under (not on) diffusers, or when ventilation is restricted. A decision whether, and how, to clean the ducts will be based on a detailed visual inspection of the system. Both highly specialized equipment and professional expertise is required to ensure that dust is effectively removed and contained.

(c) **Source Control**

- (i) Manage pollutant sources through:
  - (A) selecting low-emitting products;
  - (B) using appropriate equipment (e.g., power tools that do not burn fossil fuels);
  - (C) changing work practices (e.g., change techniques to reduce emissions, use vacuum dust collection systems, etc).
  - (D) properly sealing doors, floors, and windows,
  - (E) regularly checking for and eliminating mold,
  - (F) installing appliances so that they vent to the outside,
  - (G) diluting and removing pollutants through ventilation, and
  - (H) using filtration to clean the air.
- (ii) Manage moisture through:
  - (A) using moisture tolerant materials,
  - (B) setting up systems to divert water away from the building.
- (iii) Implement a building-wide smoke-free policy
- (iv) Substitute high VOC content products with lower VOC alternatives.
- (v) Operating procedures which are detrimental to IAQ will be addressed including:
  - (A) restricted motor vehicle access from areas where emissions may be drawn into the Building;
  - (B) substitution of diesel equipment to cleaner gas or electric equipment;
  - (C) switching gas powered equipment to electric;
  - (D) adding catalytic converters to engines; and

(E) turning equipment off when not needed.

- (vi) Work practices will be modified so that airborne dust is minimized.
- (vii) Pollution sources will be directly exhausted to the outside by in-building systems or by portable systems.
- (viii) Where exhaust is not feasible, local air will be re-circulated through a portable cleaner.
- (ix) Open containers will be avoided thereby reducing VOC emissions.

(d) **Pathway Interruption**

- (i) Isolate areas of work to prevent contamination of clean or occupied areas.
- (ii) Work areas will be depressurized. A negative pressure will be created by either adjusting the balance of the HVAC system or by installing portable exhaust units.
- (iii) Occupied spaces will be pressurized if the HVAC system is operating during construction and on occupied floors. Increasing supply air and/or reducing return/exhaust air in Building areas that remain occupied during construction will help exclude airborne dust and odors.
- (iv) Barriers will be erected to contain construction areas. The extent of barriers required is based on the materials involved and the implications of dust, odors or other contaminants of concern escaping the site.
- (v) Relocate pollutant sources. Project equipment and staging areas will be segregated from critical air flow pathways.
- (vi) Temporarily seal the Building if construction emissions occur on the roof or adjacent to the Building allowing contaminants to be drawn in through the outside air intake. If no other method of control is available, intake dampers, windows, doors or other pathways will be temporarily sealed for short durations.

(e) **Housekeeping**

Intensify clean up procedures to remove pollutants from the site. Site cleaning to maintain IAQ during construction will include:

- (i) suppressing dust with wetting agents or sweeping compounds;
- (ii) increasing the frequency of dust cleaning;
- (iii) use of HEPA vacuums, instead of sweeping, for more efficient dust collection;
- (iv) ensuring all surfaces are kept clean;
- (v) immediate removal of spills and excess applications of solvent-containing products;

- (vi) prompt removal of construction and demolition waste, debris and rubbish throughout the duration, and upon completion, of the Work;
- (vii) prohibiting all tobacco and cigar smoking in the Building interior and allowing same only in those areas of the lands which are expressly designated for such use, if any;
- (viii) preventing fiber discharge or particle release when installing loose insulation media;
- (ix) regular and consistent cleaning of the HVAC system throughout the duration, and upon completion, of the Work;
- (x) protecting porous materials both stored and installed on site (e.g. insulation and ceiling panels) from moisture; and
- (xi) immediately removing from the Building any accumulations of water.

(f) **Scheduling**

Reschedule work hours to prevent worker exposure to pollutants. Supplementary scheduling strategies may include delaying occupancy and providing construction buffer zones. Install absorptive materials after the prescribed dry or cure time of wet finishes to minimize adverse impacts on IAQ.

(g) **Air Cleaning**

- (i) Make suitable preparations for occupancy (i.e. plan for a “flush-out period” and/or schedule IAQ testing).
- (ii) Remove contaminants that may be remaining in the premises or the Building, or any systems or facilities therein, upon completion of the Work.
- (iii) Upon completion of the Work replace filtration media and conduct a baseline IAQ test procedure for the affected space in the Building that demonstrates that the concentration levels for the chemical air contaminants are below specified levels. For each sampling point where the maximum concentration limits are exceeded, conduct a partial Building flush-out for a minimum of two (2) weeks, then retest the specific parameters(s) that were exceeded to indicate the requirements have been met.

<b>Chemical Contaminant</b>	<b>Maximum Concentration</b>
Formaldehyde	27 parts per billion
Particulates (PM10)	50 micrograms per cubic meter
Total Volatile Organic Compounds	500 micrograms per cubic meter
4-Phenylcyclohexene (4-PGH)	3 micrograms per cubic meter
Carbon Monoxide (CO)	9 parts per million & no greater than 2 parts per million above outdoor levels

The air sample testing shall be conducted as follows:

- (A) testing shall be completed over the course of a normal operating day, and shall be performed by parties experienced with IAQ testing;
  - (B) air samples collected for every 1,000 square meters, or for each contiguous floor area, whichever is greater, but the total number of samples must be at least 6 (5 outdoors and 1 indoors) and not less than one location per floor;
  - (C) testing to be completed between 1200mm and 2100mm from floor level;
  - (D) measurements conducted with the Building ventilation system starting at normal daily start time and operated at the minimum outside air flow rate for the occupied mode throughout duration of the air testing;
  - (E) Building shall be fully finished and unoccupied; furniture can be included in the testing if desired, but is not required;
  - (F) when re-testing non-complying Building areas, take samples from the same locations as in first test;
  - (G) copies of the IAQ testing results should describe: the containment sampling and analytical methods; the locations and duration of contaminant samples; the field logging sample log sheets and laboratory analytical data; and the methods and results utilized to determine that the ventilation system was started at the normal daily start time and operated at the minimum outside air flow rate for the occupied mode through the duration of the air testing.
- (iv) After flush out or testing is complete:
    - (A) replace all filtration media immediately prior to occupancy;
    - (B) return HVAC system to designed or modified sequence of operations.
  - (v) Wherever possible, construction taking place in tenant space or within or affecting the base building systems shall use materials which adhere to the VOC and chemical compound limits as stated in the following tables:

**Architectural Adhesives**

<b>Application</b>	<b>VOC Limit (g/L)</b>	<b>Application</b>	<b>VOC Limit (g/L)</b>
Indoor carpet adhesives	50	Carpet pad adhesives	50
Outdoor carpet adhesives	150	Wood flooring adhesives	100
Rubber floor adhesives	60	Subfloor adhesives	50
Ceramic tile adhesives	65	VCT and asphalt tile	50
Drywall and panel adhesives	50	Cover base adhesives	50
Multipurpose construction	70	Structural glazing	100

**Specialty Applications**

<b>Application</b>	<b>VOC Limit (g/L)</b>	<b>Application</b>	<b>VOC Limit (g/L)</b>
PVC Welding	285	CPVC welding	270
ABS Welding	400	Plastic cement welding	250
Adhesive primer for plastic	250	Contract adhesive	80
Special purpose contact adhesive	250	Structural wood member adhesive	140
Sheet applied rubber lining	850	Top and trim adhesive	250

**Substrate - Specific Applications**

<b>Application</b>	<b>VOC Limit (g/L)</b>	<b>Application</b>	<b>VOC Limit (g/L)</b>
Metal to Metal	30	Plastic foams	50
Porous material (except wood)	50	Wood	30
Fiberglass	80		

**Sealant and Sealant Primer VOC Limits**

<b>Sealant</b>	<b>VOC Limit (g/L)</b>	<b>Sealant Primer</b>	<b>VOC Limit (g/L)</b>
Architectural	250	Architectural - non porous	250
Other	420	Architectural - porous	775
		Other	750

**Interior Paint VOC Limits**

<b>Paint</b>	<b>VOC Limit (g/L)</b>
Interior non-flat	150
Interior flat	50

**Emissions Limits for Carpet/Carpet Cushion**

<b>CRI Green Plus Limits for Compound in Carpet</b>	<b>Limit (mg/m<sup>2</sup>)hr</b>	<b>CRI Green Label Limits for Compounds in Carpet Cushions</b>	<b>Limit (mg/m<sup>2</sup>)hr</b>
Total VOC	0.50	Total VOC	1.00
4-PC	0.05	BHT	0.3
Formaldehyde	0.05	Formaldehyde	0.05
Styrene	0.40	4-PC	0.05

**Review Appendix E for additional Low-Emitting Finishes recommendations.**

## **SECTION 3.0            BASE BUILDING DESIGN INFORMATION**

### **3.1     General**

The following information, procedures and regulations may be amended or added to from time to time by the Landlord, and the tenant must abide by such changes and additions upon notification. All Work must conform to the base building specification.

### **3.2     Office Floor Exits**

Where full floor tenancies are involved, the tenant's space planner or interior designer must adhere to Section 3.4.2.3 1 (a) and (b) of the Ontario Building Code. Layout options should be discussed with the Landlord.

### **3.3     Cross-Over Floors**

As required by Section 3.4.6.16 of the Ontario Building Code. The Cross-over floors are: 3, 7, 11, 13, 17, 20, 25, 28M

### **3.4     Floor Load Capacity**

A general definition of the structure is provided to tenants by means of copies of selected structural drawings. Additional drawings or information, which the tenant may reasonably require, may be obtained from the Operations Manager. Office floors have been designed for a live load of 80 pounds per square foot plus 20 pounds per square foot for partitions.

Unusually heavy loading concentrations, such as central filing areas, vaults, or safes, etc., must be specifically indicated on the tenant's working drawings and are subject to the Landlord's prior written approval.

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

### **3.5     Office Finishes**

#### **(a)     Floors**

Finished concrete floor slabs are provided as the base building standard however, floor coverings will be provided in multi-tenant floor corridors and elevator lobbies. If not reusing existing floor finishes within a tenant premises, environmentally friendly options must be specified. For example:

- (i)     modular carpets, reconditioned options or those with high recycled content;
- (ii)    low emissions products;
- (iii)   linoleum instead of vinyl;
- (iv)    carpets from vendors who will take back the product for recycling at the end of its useful life.

All carpets and carpet cushion shall meet the requirements of the *CRI Green Label Carpet Testing Program* or Canadian equivalent. Products that meet or exceed the *Carpet and Rug Institute's Green Label Plus* testing requirements aid in improved indoor air quality. Modularity is also a desired trait as tiled products have less waste than broadloom versions.

**(b) Interior Walls**

- (i) Core walls, columns and tenant demising partitions will be prime coated as a base building standard. On multi-tenant floors the corridor wall finishes are paint and the elevator lobby walls are covered to building standard.
- (ii) The tenant should minimize the amount of VOC in paints, adhesives and sealants that are specified. The tenant should avoid the use of vinyl wall coverings as much as possible as most tend to have a high VOC content.
- (iii) All paints and coatings shall achieve *Green Seal GS-11 (Interior Paints)* or Canadian equivalent requirement, *Green Seal GC-03 (Anti-Corrosive and Anti-Rust Paints)* or Canadian equivalent requirement, and *SMAQMD Rule #1113 (all other Architectural Coatings, Primers, and Undercoats)* or Canadian equivalent requirement.

**(c) Ceilings**

On existing floors, finished ceilings are suspended T-bar ceiling with lay-in acoustic tiles (USG Mars ClimaPlus DXW HNR); grid size 750 mm x 750 mm. Installation of drywall ceilings will be considered as a regular part of the drawing review process. Drywall ceilings will be considered non-standard leasehold improvements and, upon the expiry or earlier termination of the lease for the premises, the tenant shall, at its sole cost and expense, be required to remove same and reinstall the base building standard t-bar ceiling, and shall repair any damage caused thereby.

**(d) Perimeter Walls**

The curtain wall consists of aluminum mullions, covered on the exterior with stainless steel, glass spandrel panels and double glazed, sealed vision panels with silver reflective outer glass.

**(e) Elevator Lobbies and Corridors**

In the event of multi-tenant floors in the Building, the Landlord will provide the following:

- (i) public corridors will have base building standard wall coverings;
- (ii) public corridor partitioning together with corridor finishing, ceiling and lighting;
- (iii) demising partitions between premises running from the core, or corridor, to the exterior wall to Building standard construction;
- (iv) base building standard elevator lobby finishes including walls, ceiling, lighting, sprinklers and air conditioning;

- (v) floor and base will be carpeted in all public corridors, including carpet inserts within the elevator lobby;
  - (vi) premises entrance identification in accordance with the terms of the lease, based on the building standard signage.
- (f) Doors and Frames**
- (i) Entrances to electrical, mechanical and service rooms, washrooms, stairwells, etc., are hollow metal doors within pressed steel frames painted in accordance with base building standard. All base building standard entrance doors (including doors, frames and hardware) on multi-tenant floors will be provided by the Landlord.
  - (ii) Premises entrances on multi-floors will be full-height, glass, positive latching hardware polished chrome frames. Exit doors and frames will be exposed wood grain finish. Hardware consists of a Medeco M3 Series 8200 Mortis lockset with KDD trim, 32D stainless steel finish, door closer and two pairs of ball bearing butt hinges.
  - (iii) Entrances designed by the tenant are subject to the Landlord's prior written approval. Entrances approved by the Landlord will be installed by the tenant at the tenant's expense. No credit will be given for base building entrance doors not being utilized as part of the Work. Where the Ontario Building Code requires premises to have a second exit, same shall be installed using base building standard door with matching frame, to be supplied and installed at the tenant's expense.

### 3.6 Hardware

All door locks installed by the tenant, on both entrance and interior doors, must be keyed to the Building master keying system which, while allowing complete freedom for the tenant regarding the locking arrangements for its premises, provides the Landlord access to each office at all times for both normal cleaning and emergency situations.

The Landlord's designated hardware contractor maintains the master keying system and records of key coding and distribution, no other locksmith or lock manufacturer will be permitted to change the keying of any locks, unless otherwise approved by the Landlord in writing. The Landlord reserves the right, from time-to-time, to change its designated hardware contractor and/or locksmith.

The Landlord and the Landlord's designated hardware contractor must be notified prior to any installation of a card access system for any suite entrance door.

### 3.7 Signage

Tenant identification signs located within the premises, but which are visible from outside the premises, or which are otherwise located outside of the premises, must be in compliance with the Building's sign criteria and are subject to the Landlord's prior written consent as to number, style, colour, location, size and affixation of same. Base building suite identification signage will be provided by the Landlord, at the tenant's expense. Details of the sign design criteria for the Building are available from the Landlord upon request.

Requests, in writing, are to be submitted approximately two (2) months prior to the anticipated move-in date in order to facilitate the delivery and installation of the signage.

### 3.8 Mechanical Systems/HVAC

HVAC is provided by means of a compartment variable air volume system. A ceiling ducted distribution system supplies outdoor and conditioned air to all zones. Air circulation is maintained as each zone at 0.8 cfm/sq.ft. minimum by VAV boxes at each perimeter and interior zone. Outdoor air introduction of 0.1 cfm per square foot minimum is regulated under control of a floor carbon dioxide sensor.

CO<sub>2</sub> concentration is controlled to 900 ppm above outside ambient levels as per ASHRAE standards or less.

Perimeter and interior temperature control zones are approximately 450 sq.ft. and 1,000 sq.ft., respectively. Zone temperature control will be provided by temperature thermostats connected to VAV Box controller linked to a central monitoring and control facility. Heating for perimeter spaces will be provided by means of hot water heating coils. Air supply will be through light troffers in the interior and slot diffusers along the perimeter. Diffusers will be left on the floor for installation by the tenant at its sole cost and expense. Return air for both interior and perimeter slots will be through slotted light fixtures. Distribution ducts downstream of fan powered VAV terminals on interior zones will be provided by the tenant at its sole cost and expense.

Chilled water valved and capped connections for future supplementary cooling units required for LAN or similar type computer rooms will be available. A total capacity of 2 watts/sf is available (approx. 15 tons/floor). The Landlord reserves the right to meter this utility at the tenant's sole cost and expense. Capped duct connections for washroom and general exhaust are available. Open-ended general exhaust ducts may be used for non-grease-laden exhaust requirements. Utilization of these connections and core space accommodations are subject to the prior written approval of the Landlord, which may be withheld in the Landlord's sole discretion.

The tenant must design to quantifiable standards for IAQ performance. The tenant must:

- (a) provide for separate control zones in every room or area with a solar exposure;
- (b) zone interior spaces separately; and
- (c) install controls and systems capable of sensing space use and modulating HVAC systems in response to space demand; this includes private offices and specialty occupancies (conference rooms, kitchens, etc.)

### 3.9 Fire Protection

Each area is provided with sprinklers, fire hose cabinets and portable fire extinguishers. The placement of tenant partitions can affect the sprinkler and fire hose coverage. **The cost of any modifications to such systems, including system impairment requirements such as performing fire watch, shall be at the expense of the tenant.** All sprinkler changes/modifications must be completed by the Landlord's designated sprinkler contractor.

**Any cost associated with the drain down and refilling of the base building sprinkler and fire standpipe system will be at the expense of the tenant.**

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

Tenant's Contractor to provide additional portable fire extinguishers in premises while system is drained.

### 3.10 Meters - Water

Check meters are required on all domestic water services serving the premises. The tenant, at its expense, shall install all such meters. Please note that single-pass water cooling systems (supplementary A/C) are not permitted in the Building. A charge for water usage will be established based on consumption used for each applicable system.

### 3.11 Plumbing and Drainage

Plumbing connections into the main domestic cold water supply, sanitary drain and vent risers are provided at the main core to allow for the addition of a limited number of private washrooms, lunch or servery areas in the premises, subject to the prior written approval of the Landlord. Tenants requiring hot water for private washrooms and servery areas must provide their own electric hot water heating system, at their sole cost and expense.

Water conservation is a priority in the Building. The following outlines the minimum specifications that must be met when designing premises:

<b>Fixture</b>	<b>Maximum Flow Requirement</b>				<b>Index:</b> (LPF) liters per flush (LPM) liters per minute (L/CY) liters per cycle (GPF) gallons per flush (GPM) gallons per minute (G/CY) gallons per cycle
Water Closets	4.8	(LPF)	1.2	(GPF)	
Urinals	1.9	(LPF)	0.5	(GPF)	
Shower Heads	7.6	(LPM)	2.0	(GPM)	
Faucets	5.7	(LPM)	1.5	(GPM)	
Replacement Aerators	5.7	(LPM)	1.5	(GPM)	
Metering Faucets	0.95	(L/CY)	0.25	(G/CY)	

The tenant shall ensure that any fixtures purchased for use in the premises shall be certified by the *United States Environmental Protection Agency's Water Sense Program* or the Canadian equivalent, if any, and follow the *Energy Policy Act of 1992* (or later amended), for water fixture performance requirements, or Canadian equivalent.

### 3.12 Electrical Systems

#### (a) **Lighting**

The building standard lighting system achieves a high level of energy performance though the use of recessed LED lighting and proper spacing of luminaires. The tenant should take advantage of as much natural light as possible when designing the premises.

The tenant's lighting design must:

- (i) Use LED lamp sources. Incandescent lighting/lamp source are not permitted. Retrofit LED lamps should also be used.

- (ii) the lighting power density should not exceed 1 watt per square foot and incorporate task lighting where higher lighting levels are needed; lighting levels in excess of 55 foot candles are not permitted.
- (iii) light levels should be designed to current OBC / ASHRAE standards and be in accordance with IES recommendations.
- (iv) the cost of supplying additional fixtures will be at the tenant's expense.
- (v) the removed luminaires that are not required shall be turned over to the landlord for storage, at a location designated by the Landlord. All luminaires that are rejected by the Landlord shall be removed from the site. Properly dispose of both the lamps and ballasts. All associate costs are by the tenant.
- (vi) to conserve energy, the Landlord has provided a computerized lighting control system. Additions and/or modifications thereto shall be carried out by the system supplier, at the tenant's expense. Predefined lighting zones exist and may be required to be reworked when modifying light layouts and/or adding interior partitions. Exact details to be site verified.
- (vii) the tenant shall provide switching (local switch, occupancy sensor, switch/sensor combination or digital controls) for all non-base building luminaires. This shall include but not limited to private offices, meeting rooms, servery, reception areas, etc. It is recommended that occupancy sensors be added to open areas to maximum energy savings.
- (viii) exit signs shall be LED pictogram "green running man" to match base building standards in common areas.
- (ix) all existing lighting located within base building rooms, stairwells and areas deemed not in scope shall remain live and operational. Ensure services to these areas are isolated and protected during the course of demolition and construction.

(b) **Power**

The available power density for general power receptacles at 120/208V is 2 watts per square foot of rentable space per floor. If additional power is required, the tenant shall contact the landlord for review and approval.

As part of the tenant build out, the tenant is required to install at their sole expense, a separate dedicated electrical service. The tenant shall obtain power via the existing bus duct riser located within the base building electrical rooms (Northwest and Southeast). Coordinate building shut down with Landlord as outlined in the tenant manual. All new electrical equipment (i.e., panel(s) disconnect(s), transformer(s)...etc) shall be located within the tenant premise.

The base building electrical/telephone rooms are intended only for base building/Landlord electrical and communication services and are not accessible to the tenant. Any area of this nature which the tenant requires for its own equipment or use must be provided within the leased premises. Under no condition shall these rooms be used for storage of materials.

All electrical wiring must be installed in conduit or raceway unless an alternative is approved by the Landlord in writing and is Electrical Code compliant.

All newly installed conduits shall be tight to slab and follow building lines (no diagonal runs).

All existing electrical devices, and equipment located within base building rooms, stairwells and areas deemed not in scope shall remain live and operational. Ensure services to these areas are isolated and protected during the course of demolition and construction.

(c) **Meters - Electrical**

The tenant is required to install, at their sole expense, Revenue grade Meter(s) supplied by the Landlords recommended supplier. Metering should be installed for the following end uses:

- (i) All electrical services
- (ii) Gas, Water, and Steam
- (iii) Tenant mechanical units
- (iv) Supplementary air conditioning units

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

(d) **Equipment and Appliances**

Install only *Energy Star* rated equipment and appliances, including kitchen and laundry appliances, office equipment, electronics and commercial food service equipment.

### 3.13 Communications

The tenant, at its sole cost and expense, is required to make direct arrangements with the Landlord's designated riser work consultant and a communications system provider for the installation of communication services to the premises. Riser rooms are located on each floor. The main communications room and conduit risers have been sized to provide capacity for most major systems. Riser rooms are not available for installation of tenant equipment. All data communication wiring in the ceiling space must be either plenum rated cable, or enclosed in conduit. Space is available in the communications rooms and in the ceiling space for tenant's fibre optics cable systems for data transmissions. Certain telecommunication installations may be subject to a regular Landlord charge due to space, power and HVAC requirements and any telecommunications service provider which is not already providing such service in the Building may be required to execute and deliver to Landlord the Landlord's then standard service agreement, prior to being able to introduce its services into the Building. Tenant must verify with Landlord prior to installation.

The Tenant's Contractor will be allowed to work within the base building rooms or electrical rooms, subject to the prior written approval of the Landlord, for the express purpose of providing and connecting feeder cables to the premises.

Please refer to List of Base Building Contractors/Trades for the Landlord's designated riser work consultant.

### 3.14 Security Systems

The tenant maintains and operates their own security systems.

### 3.15 Fire Alarm System

Provisions have been made to provide the tenant with a tie-in connection to the base building fire alarm system riser located in the main electrical room on every floor. The cost of such tie-in will be at the expense of the tenant. All fire alarm systems to be inspected and verified on site by the Landlord's fire alarm service contractor and signed off by the parties having jurisdiction. All requests for fire alarm system tie-in are subject to the Landlord's prior written approval and must be made in writing, in advance, with seventy two (72) hours notice to the property management office.

Please refer to List of Base Building Contractors/Trades for the Landlord's designated fire alarm service contractor.

### 3.16 Waste

The Base Building waste management systems can accommodate multi stream recycling. The following waste streams should be taken into consideration when designing millwork:

<b>Kitchens/Kitchenettes/Sergeries</b>	<b>Photocopy Areas</b>	<b>Meeting/ Boardrooms</b>
- Organic Waste	- Paper	- Paper
- Cans and Bottles	- Toner Cartridges	- Cans and Bottles
- Paper	- Battery Recycling	- Waste
- Plastics and Styrofoam		- Organic waste

Each receptacle should be properly labeled according to the Building's identified waste streams.

### 3.17 Reuse

All materials should be evaluated for reuse on site and/or evaluated for reuse at alternate sites. This should begin at the demolition stage and continue throughout construction. Where possible, materials from demolition should be salvaged for reuse in the construction phase. The following table provides strategies to institute reuse of common materials during construction.

<b>Material</b>	<b>Reuse Strategy</b>
Wood	Salvage off-cuts to be used for bridging, blocking and back framing. Reuse palettes or return to vendors. Inspect wood forms to be reused to form other areas of the Building or send with formwork trade to be reused on other job sites.
Metal	Save cuttings for possible reuse. Joist off-cuts can be cut up and used as stakes for forming or for headers around openings in the floor assembly.
Drywall	Reuse off-cuts to finish off gaps, small bulkheads, etc.

Cardboard	Use boxes for storage of tools and materials or floor protection.
Masonry	Crush on site and use for fill or as bedding for driveways.
Rigid Insulation	Use as ventilation baffles in attics for in house envelopes as joist header assemblies.

Whenever possible, salvageable materials that cannot be reused on site should be taken back by suppliers or trades to be used at other sites. Alternatively, materials should be sold or donated to businesses that collect and resell used construction materials. Allowing private salvage companies access to the site can avoid removal costs.

## SECTION 4.0 SUSTAINABLE OPERATING PRACTICES

BentallGreenOak operates the Building on behalf of the Landlord so as to provide for:

- (a) a comfortable, productive and healthy indoor environment;
- (b) reduced energy use and reduced production, both direct and indirect, of greenhouse gas emissions;
- (c) reduced use of potable water;
- (d) the effective diversion of construction, demolition and land-clearing waste from landfill and the recycling of waste streams;
- (e) the use of cleaning products certified in accordance with *EcoLogo* (Canada), *Green Seal* (United States) or equivalent standards;
- (f) the facilitation of alternative transportation options for individuals attending the Building; and
- (g) the avoidance of high-VOC emitting materials, furniture and improvements within the Building and individual premises.

The following section highlights sustainable operating practices which are undertaken at the Building. This is not intended to be an exhaustive list but, rather, is a representative sample of the programs implemented by BentallGreenOak to minimize the environmental footprint of the Building.

### 4.1 Janitorial Services

Janitorial services for the Building are required, by contract, to reduce the exposure of all occupants and personnel of the Building to chemical contaminants that may negatively affect occupant health, air quality or the environment. This “green cleaning” contract, based on the relevant credit in LEED for Existing Buildings (LEED-EB), affects the purchase, handling, storage, disposal and standard operating procedures of all cleaning materials and equipment at the Building.

All staff are trained annually, at a minimum, so as to remain knowledgeable of the correct procedures for safety, tools, techniques and pertinent environmental standards. Training and retraining of all employees shall include, but not be limited to, the hazards, use, maintenance and disposal/recycling of cleaning chemicals, dispensing equipment and packaging.

Products and equipment used must adhere to the details specified in BentallGreenOak’s Green Cleaning Policy. When applicable, the following guidelines for use of cleaning products and materials will be followed (Source: LEED Canada for Existing Buildings: Operations and Maintenance Reference Guide, 2009):

- Where chemicals are necessary, chemical concentrates are dispensed from portion-controlled, closed dilution systems;
- Hand soaps shall not contain antimicrobial agents, except where required by health codes and other regulations;
- Maintenance staff are required to perform daily surveys of the floors, and clean as necessary to increase the life of flooring surfaces;
- Wherever possible, BentallGreenOak uses floor coating products which are free of zinc;
- Core-less paper products are used in the Building;

- Cleaning solutions and by-products (e.g. floor stripping waste, empty chemical containers) should be disposed of according to details specified in product literature and according to relevant laws and regulations;
- When appropriate and hygienic, reuse wipes and towels used to clean surfaces; and
- Prior to beginning any janitorial activities using mechanized equipment (e.g. floor cleaners, buffers, wax strippers), verify the equipment is operating properly; this will increase the efficiency of the device and ensure the Building surfaces are not damaged by faulty equipment.

In addition, cleaning and hard floor/carpet products must meet the following sustainability criteria for the appropriate category (*Source: LEED Canada for Existing Buildings: Operations and Maintenance Reference Guide, 2009*):

- *Green Seal GS-37*, for general-purpose, bathroom, glass and carpet cleaners used for industrial and institutional purposes;
- *Environmental Choice CCD-110*, for cleaning and degreasing compounds;
- *Environmental Choice CCD-146*, for hard surface cleaners; and
- *Environmental Choice CCD-148*, for carpet and upholstery care.

Disinfectants, metal polish, floor finishes, strippers or other products not addressed by the above standards, must meet one or more of the following standards for the appropriate category:

- *Green Seal GS-40*, for industrial and institutional floor care products;
- *Environmental Choice CCD-112*, for digestion additives for cleaning and odour control;
- *Environmental Choice CCD-113*, for drain or grease traps additives;
- *Environmental Choice CCD-115*, for odour control additives; and,
- *Environmental Choice CCD-147*, for hard floor care.

All newly purchased cleaning equipment to be used in the Building must meet the requirements outlined in BentallGreenOak's Sustainable Cleaning Equipment Program. The janitorial contractor, in cooperation with BentallGreenOak, will be responsible for ensuring all members of its cleaning staff are aware of, and comply with, these guidelines, and those specified in BentallGreenOak's Green Cleaning Policy.

## 4.2 Sustainable Cleaning Equipment Program

### (a) Guidance for Resources and Implementation

- (i) Vacuum cleaners meet the requirements of the *Carpet and Rug Institute "Green Label" Testing Program - Vacuum Cleaner Criteria* and be capable of capturing 96% of particulates 0.3 microns in size and operate with a sound level less than 70dBA.
- (ii) Equipment purchases take indoor air quality into consideration, such as using HEPA filters on vacuums.
- (iii) Carpet extraction equipment used for restorative or deep cleaning carpets is certified by the *Carpet and Rug Institute's "Seal of Approval" Testing Program* for deep-cleaning extractors.
- (iv) Powered maintenance equipment, including floor buffers and burnishers, are equipped with vacuums, guards and/or other devices for capturing fine particulates, and shall operate with a sound level less than 70 dBA.

- (v) Propane-powered floor equipment has high-efficiency, low-emission engines with catalytic converter and mufflers that meet *California Air Resources Board* or *U.S. Environmental Protection Agency* standards for the specific engine size. Applicable equipment operates with a sound level of less than 90 dBA.
- (vi) Automated scrubbing machines are equipped with variable-speed feed pumps to optimize the use of cleaning fluids. Alternatively, the scrubbing machines use only tap water with no added cleaning products.
- (vii) Battery-powered equipment is equipped with environmentally preferable gel batteries.
- (viii) Where appropriate, active micro fiber technology is used to reduce cleaning chemical consumption and prolong life of disposable scrubbing pads.
- (ix) Powered equipment is ergonomically designed to minimize vibration, noise and user fatigue.
- (x) Equipment is equipped with safeguards, such as rollers or rubber bumpers, to reduce potential damage to Building surfaces.

A log is kept for all powered housekeeping equipment to document the date of equipment purchase and all repair and maintenance activities. Include vendor cut sheets for each type of equipment in use in the log book.

(b) **IAQ Management**

BentallGreenOak adheres to an IAQ Management Plan. The goal of the IAQ Management Plan is to protect existing and future Building occupants and construction personnel from indoor air quality problems resulting from construction/renovation activities. This plan applies to all components of Building operations including, but not limited to, base building carpet and paint specifications, air filter specifications, fresh air volumes and CO<sub>2</sub> levels.

4.3 **Integrated Pest Management Plan (“IP Management Plan”)**

(a) **Goals**

The goals of the IP Management Plan are to reduce exposure of Building occupants and maintenance personnel to potentially hazardous chemical, biological, and particle contaminants.

(b) **Guidance for Resources and Implementation**

- (i) BentallGreenOak’s pest management contractor shall employ low impact pest management practices including: integrated methods; site and pest inspections; pest population monitoring; an evaluation of the need for pest control; and implementation of various pest control methods.

- (ii) Integrated methods are combinations of environmentally sensitive strategies used to manage pests. Regular visual inspections shall be conducted to monitor both the presence of pests, and effectiveness of current preventative measures. Preventative measures are both cost-effective and provide minimal risk to Building occupants.
- (iii) Where possible, preventative measures shall include:
  - (A) avoiding landscaping strategies that provide a haven for pests to breed;
  - (B) regularly inspecting sealant and exterior cladding conditions to identify cracks or crevices through which pests may enter;
  - (C) using insect and rodent traps throughout Building;
  - (D) ensuring food-service areas and break rooms are kept clean and waste kept in airtight containers;
  - (E) promptly fix dripping faucets or leaking pipes; and
  - (F) educating occupants to clean recycled containers before putting them into the blue box.
- (iv) Presence of pests must be visually confirmed before chemical use is considered. An acceptable threshold for each pest population shall be determined by the pest management contractor. After visual confirmation that this threshold has been exceeded, means of managing the pests shall be considered. The pest management contractor shall minimize use of pesticides wherever possible by visually confirming the presence of pests and trying to physically remove them before resorting to pesticide use. Removal options include: sanitation; structural repairs; mechanical and living biological controls; other non-chemical methods and, if nontoxic options are unreasonable and/or have been exhausted, the least toxic pesticide shall be considered.
- (v) Any pesticides that satisfy the following criteria are considered least toxic:
  - (A) products listed as least toxic in the *LEED Canada for Existing Buildings; Operations and Maintenance Reference Guide, 2009, Credit 3.6: Green Cleaning: Integrated Pest Management*;
  - (B) Products listed as “Allowed” on the *Society for Urban Land Care’s Organic Urban Land Care Standard, Fourth Edition, 2007, List 2*; and
  - (C) products that satisfy San Francisco’s Tier 3 hazard criteria.
- (vi) Application of a pesticide other than a *least toxic* pesticide shall only be permitted under the following circumstances, all of which shall be deemed, for the purposes hereof, to be “emergency situations”:
  - (A) when there is a threat of immediate danger to human life;
  - (B) where use of pesticide is necessary to destroy a health hazard; and

- (C) where use of pesticide is necessary to control termites or prevent serious property damage caused by pest infestation.

(c) **Notification**

Notification of planned pesticide use is to be provided to all occupants of the Building:

- (i) seventy-two (72) hours prior to use under normal conditions; and
- (ii) twenty-four (24) hours prior to use in emergency situations (see subsection 4.2(b)(vi) above).

Building occupants should be notified using appropriate methods (e.g. email for office workers, posted signs for maintenance staff, second-language notices as necessary) so that the notice reaches all potentially affected occupants.

Notification must include the pesticide product name, active ingredients, product label signal word (e.g. “caution”, “danger”), the time and location of the application, and contact information for persons seeking more information (Source: LEED Canada for Existing Buildings: Operations and Maintenance Reference Guide, 2009).

(d) **Site Animal and Vegetation Pest Control**

- (i) To minimize the use of toxic chemicals which pose a health risk to other animals, plants and humans, BentallGreenOak recommends the implementation of the IP Management Plan. This requires the use of least-toxic chemical pesticides and herbicides, with minimum chemicals used only in target locations, and only for targeted species. The IP Management Plan requires regular inspections and monitoring of the presence of pests and the effectiveness of current preventative measures. Where possible, preventative measures shall include:
  - (A) improved sanitation and management of pest attractants;
  - (B) removal of landscape features that may harbor pests;
  - (C) use of appropriate biological controls;
  - (D) regular inspection of exterior hardscape and Building envelope to identify cracks or crevices through which pests may enter.
- (ii) This practice aims to avoid unnecessary pesticide use. As per Ontario law, pesticides are banned unless written documentation demonstrates the pests have been present for two (2) years. Should the need arise, preferred organic pesticides are those manufactured by Eco Solutions. Outdoor pest management should follow all requirements outlined in BentallGreenOak’s interior IP Management Plan including:
  - (A) preferred use of non –chemical methods; and
  - (B) a definition of emergency conditions.

#### 4.4 Solid Waste Management Plan

The solid waste management plan applies to the disposal of all materials at the Building, including ongoing consumables, durable goods and materials/products related to facilities alterations and additions.

(a) **Goals**

BentallGreenOak is committed to the environment and has implemented a comprehensive Solid Waste Management Policy. The goals of this policy are to:

- (i) divert from landfill or incineration, or recycle, at least 50% of the ongoing consumables waste stream;
- (ii) collect and recycle at least 80% of batteries used;
- (iii) collect and recycle all discarded fluorescent light bulbs;
- (iv) divert/recycle at least 75% of the durable goods waste stream;
- (v) divert/recycle at least 70% of waste (by volume) generated by the qualifying facility alterations or additions from landfill or incineration; and
- (vi) divert/recycle 100% of products containing toxic materials from landfill or incineration.

(b) **Strategies/Procedures**

(i) **Ongoing Consumables and Fluorescent Bulbs**

BentallGreenOak shall provide its tenants and employees with easy-to-use, openly visible recycling containers for the following ongoing consumables, i.e. materials with a low cost per unit that are regularly used and replaced through the course of business. Separate containers shall be provided for the collection of batteries, fluorescent light bulbs and toner cartridges.

- Paper
- Food and Packaging Waste
- Waxed Paper
- Styrofoam Products
- Glass
- Plastics
- Cardboard/Old Corrugated Cardboard
- Metals
- Batteries
- Fluorescent Light Bulbs
- Toner Cartridges

The Building has storage facilities for all the above materials located in the loading dock on the ground floor. BentallGreenOak has active contracts with hauling facilities to remove recyclable materials, batteries, fluorescent bulbs and toner cartridges.

(ii) **Durable Goods**

Durable goods are products that are replaced infrequently and/or may require capital program outlays to purchase. These include, but are not limited to the following:

- Office equipment (computers, monitors, copiers, printers, scanners and fax machines);
- Appliances (refrigerators, dishwashers and water coolers);
- External power adapters; and,
- Televisions and other audiovisual equipment.

BentallGreenOak acknowledges that many durable goods, such as electronic devices and appliances, contain hazardous and toxic materials that must be kept out of the waste stream. To manage and control the disposal of these products and materials, BentallGreenOak provides storage and disposal services for non-functioning products containing toxic or hazardous materials. BentallGreenOak contracts hauling companies to dispose of toxic and hazardous materials according to applicable laws and regulations.

For used durable goods still in good working condition, including electronics and office furniture, BentallGreenOak will provide tenants with opportunities to donate these products to charitable organizations.

(iii) **Facilities Alteration and Additional Materials**

BentallGreenOak and all tenants of the Building are to employ waste reduction/diversion measures for any retrofit, renovation or modification occurring at the Building. This applies to base building elements permanently or semi-permanently attached to the Building itself that enter the waste stream during facility renovations, demolitions, refits and new construction additions. Examples include, but are not limited to, building components and structures (wall studs, insulation, doors and windows), panels, attached finishings (drywall, trim, ceiling panels), carpet and other flooring material, adhesives, sealants, paints and coatings. This excludes furniture, fixtures and equipment, as well as mechanical, electrical and plumbing components.

This policy also requires BentallGreenOak to integrate these measures into all contract and construction documents, requiring contractors and sub-trades to adhere to the policy. Contracts include stipulations for accountability and incentives to meet waste reduction goals, specifying at least 70% waste diversion through recycling and/or reuse.

#### 4.5 Building Exterior and Hardscape Management Plan

This plan incorporates procedures to encourage building exterior and landscape management practices that have the lowest environmental impact possible while providing a clean, well maintained and safe building exterior.

(a) **Landscaping Equipment**

BentallGreenOak aims to minimize maintenance equipment impacts such as noise and emissions by using only hand-powered equipment. No leaf blowers or motorized lawn mowers are used at the site. Hand tools such as rakes, cultivators, wheelbarrows, and shears are used on site.

(b) **De-Icing Products**

The following least toxic deicing products are used at the Building:

<b>Product Name (Manufacturer)</b>	<b>Application</b>	<b>Sustainability Criteria</b>
Artic Eco Green Icemelter (Xynyth)	Anti-icing, Granular De-icer	All natural ingredients, reduced corrosion potential
Winter Warrior Runway Control Icemelter (Xynyth)	Anti-icing, De-icer	Biodegradable, non-corrosive chloride and urea free

(c) **Drought Tolerant Plants**

All landscaped areas around the Building are planted with perennial foliage that requires a minimal amount of watering.

(d) **Building Exterior and Hardscape Cleaning**

The site uses best practices to minimize the environmental impacts from cleaning the Building exterior surfaces and hardscape (sidewalks, pavement, etc). Where required, products used shall comply with the requirements stated in BentallGreenOak’s Green Cleaning Policy and will be utilized per manufacturer instructions. Cleaning products shall be used efficiently to minimize both water use and the quantity of chemicals in the runoff from the site. The frequency of Building exterior cleaning is minimized to reduce the use of water and cleaning products while ensuring the maintenance associated with a first class office building. Power washing shall be used sparingly, and it shall be used only after manual methods for cleaning have been used.

To ensure the safety of pedestrians on the site, sidewalks and paved surfaces are cleaned to remove leaves, litter, sediment and other debris. Cleaning of these areas is performed only as required to renew their appearance. Plan sweeping and garbage removal are performed frequently.

(e) **Exterior Paints and Sealants**

Products used to maintain the Building façade, including paints, coatings, and sealants must adhere with the VOC requirements of the most relevant standard:

- SCAQMD Rule #1168 Adhesives and Sealants;
- Green Seal 11 Paints and Coatings; or,
- SCAQMD Rule #1113 Architectural Coatings

The MSDS for any products to be used on the Building exterior must be submitted to BentallGreenOak, for prior written approval, at least two (2) weeks prior to use. If the proposed product(s) are deemed unacceptable, the contractor shall be responsible for identifying and submitting MSDS's for replacement products. Products may only be used if they have been approved by BentallGreenOak based on the relevant standard VOC limits.

(f) **Landscape Waste**

The *Environmentally Responsible Landscaping* policy outlines BentallGreenOak's landscape waste reduction policy. At least 95% of landscape waste must be diverted from the waste stream via mulching, composting, or other low impact means (*Source: LEED Canada for Existing Buildings: Operations and Maintenance Reference Guide, 2009*).

(g) **Chemical Fertilizer Use**

BentallGreenOak's *Environmentally Responsible Landscaping* policy outlines strategies that reduce chemical fertilizer use at the Building. BentallGreenOak strives to minimize its contribution to the contamination of groundwater and degradation of lake, river, and stream ecology. As such, BentallGreenOak recommends using locally adapted plants that need no fertilizer. Where fertilization is necessary, less-polluting alternatives to chemical fertilizers shall be employed.

Products listed as prohibited by the *Society for Organic Urban Land Care's Organic Land Care Standard, Fourth Edition, 2007, List 1* are not to be used on BentallGreenOak properties.

Our landscapers use organic fertilizers instead of chemical fertilizers.

#### 4.6 Greenhouse Gas Emission Tracking

BentallGreenOak has developed an innovative tool for tracking overall greenhouse gas emissions on a property by property basis and then benchmarking performance against other BentallGreenOak buildings across Canada.

The EcoTracker™ tool utilizes utility and waste statistics to calculate an overall carbon emission (tCO<sub>2</sub>e). Through the various measures, the Building is able to analyze utility and waste generation data and assess trends and/or opportunities related to reduction strategies.