

Below in red are the answers to your questions:

Instruction/Clarifications:

1. Please confirm if the following will be provided by the owner or GC:

- a. Signage including exterior shop sign and interior menu boards etc. **Owner/other supplier**
- b. Kitchen Equipment ....**Owner/other supplier**
- c. Russell Hendrix Sinks .....**Owner/other supplier**

2. Flooring clarification required. Drawings and email specifications provide conflicting instructions. Please confirm that the intent is to install LVP everywhere except in the BOH Kitchen where non-slip ceramic tile is required. Washroom flooring to stay as is. **You are correct, LVP everywhere except BOH which will be the non-slip ceramic tile and washrooms remain the same.**

3. Ceiling finish clarification required. Drawing X1 and A4.1 & A4.2 provide conflicting information. Please confirm intent for the following:

- a. BOH Kitchen 109 – Existing ceiling to remain or provide new grid and food grade ceiling tiles? **Ceiling in BOH can remain and simply replace any damaged tiles.**
- b. Coffee Prep 102 – Existing to remain, or provide new black grid and ceiling tile, or paint existing white to black? **This area which has tiles where customers walk under should remain yet to be painted black which includes the grid, tiles and returns.**

4. Doors & Frames clarification required. Please confirm that notes #5 & #11 listed in email specifications refer to the same swing door D108.A. GC will supply & install doors 108B & 109A, and install only 108A. **Exactly as you have stated which GC will supply & install doors 108B & 109A, and install only 108A**

5. The LEED requirements link is inaccessible. Kindly provide in PDF format.

**I have attached below as having issues creating PDFs so please let me know if this works.**

If you have any further question let me know.

Regards,  
Elliot

**SCHEDULE "C"**  
**LANDLORD'S AND TENANT'S WORK -**  
**CONSTRUCTION OF LEASED PREMISES**

**Landlord's Obligation**

The Landlord shall at its cost and expense construct the Leased Premises for the Tenant's use and occupancy in accordance with plans and specifications prepared by the Landlord or the Architect, incorporating in such construction all items of work described as Landlord's Work herein. Any work in addition to any of the items specifically enumerated as Landlord's Work shall be performed by the Tenant at its own cost and expense. Except as otherwise specifically stated herein, any equipment or work other than those items specifically enumerated as Landlord's Work which the Landlord installs or constructs in the Leased Premises on the Tenant's behalf (such equipment or work shall be requested by the Tenant and approved, in writing, by the Tenant and the Landlord) shall be paid for by the Tenant as Additional Rent within fifteen (15) days after receipt of a bill therefor, at cost plus fifteen percent (15%) for overhead and supervision.

**Tenant's Obligation**

The Tenant shall at its cost and expense complete or cause the completion of all items of work described as Tenant's Work herein prior to the Commencement Date in accordance with the plans and specifications which have been submitted to and approved by the Landlord in writing. All work performed by the Tenant with respect to the Leased Premises shall:

- (a) be done in accordance with the design criteria set down by the Landlord or its authorized representatives with respect to the external and internal appearance of the Leased Premises;
- (b) be done as expeditiously as reasonably possible;
- (c) be done in such manner as will not interfere unreasonably with work being done by the Landlord upon the Leased Premises or any other portion of the Retail Component;
- (d) be done in compliance with such reasonable rules and regulations as the Landlord or its agents or contractors may make;
- (e) be carried out by competent workers under the supervision of one or more professional contractor(s) and designer(s), who shall be subject to prior written approval of the Landlord (such approval not to be unreasonably withheld or delayed), and be subject to the reasonable supervision of the Landlord or its agents or contractors;
- (f) be done only by persons whose labour union affiliations are acceptable to the unions of which the employees of the Landlord, its contractors or subcontractors are members;
- (g) be commenced only after the Tenant has delivered evidence satisfactory to the Landlord that the Tenant has obtained all required permits including, without limitation, all requisite building permits, for all of the Tenant's Work, or satisfied the Landlord that such permits are not required; and
- (h) be done at the risk of the Tenant.

**Landlord's Work at Landlord's Expense**

The Tenant acknowledges that it has examined the Leased Premises and accepts the Leased Premises in its current "as is", "where is" condition, knowing its condition.

**H.V.A.C. Services:** See Section 5.02 and Schedule "C-1" of this Lease for further clarification.

1. **Tenant's Work at Tenant's Expense**

Save and except for the Landlord's Work specified above, the Tenant shall perform all construction required to ready the Leased Premises for the conduct of the Tenant's permitted business therein, at its sole cost and expense, and in accordance with the provisions of this Schedule "C". Prior to commencing the Tenant's Work set out herein, the Tenant shall obtain at its expense all necessary building and other permits and licenses required for such Tenant's Work and, on request, provide copies of same to the Landlord. The Tenant shall perform all construction required to ready the Leased Premises for the conduct of the Tenant's business therein, at its sole cost and expense, and in accordance with the provisions of this Schedule "C" and the requirements of all governmental authorities having jurisdiction thereover.

A. If applicable, the Tenant shall open the floors, walls, roof or ceilings in accordance with the Tenant's Plans, as approved by the Landlord. The Landlord shall provide the name(s) of its approved subcontractor(s) and the Tenant, at its sole cost and expense, shall engage such subcontractor(s) directly to perform the foregoing work.

B. If applicable, the Tenant shall drop the sprinkler heads in accordance with the Tenant's Plans, as approved by the Landlord. The Landlord shall provide the name(s) of its approved subcontractor(s) and the Tenant, at its sole cost and expense, shall engage such subcontractor(s) directly to perform the foregoing work.

C. Paint or vinyl on all the interior walls and demising walls from the floor to the ceiling throughout the Leased Premises.

D. Electrical panel and distribution throughout the Leased Premises, including recessed fluorescent light fixtures, electrical outlets, light switches and telephone outlets.

E. Distribution and ductwork for the H.V.A.C. unit(s) including diffusers, thermostats, control boxes and hook-up.

F. Dropped ceiling throughout the Leased Premises.

G. Floor coverings (carpet or ceramic tile) throughout the Leased Premises.

H. All other work not described above. Tenant shall, if necessary, provide at its own cost heating for the Leased Premises (from temporary heating facilities) from and after the Possession Date.

2. **Tenant LEED Requirements**

Unfinished (Tenant) space requires LEED credit compliance and is demonstrated through the Tenant showing a commitment to use LEED targeted credits. The LEED credits and requirements are outlined below and the Tenant is obligated to adhere to the items including a stipulation of cooperation with the Landlord's LEED consultant to ensure required documents are provided for certification. In particular, the Landlord's LEED consultant will require access to Tenant's drawings, specifications and cut sheets.

Credit	Lease agreement requirements
<b>Water Efficiency</b> Prereq. 1 & Credit 3	<b>Fixture Requirements</b> Flush valve toilet: 4.8 LPF single flush, or 4.2/6 LPF dual flush Flush tank toilet: 3 LPF single flush, 3/6 LPF dual flush 1.9 LPF Urinals 1.9 LPM faucet with auto control (push valve or sensor) 7.6 LPM showers (if installed)
<b>Innovation in Design Credit 1</b> <b>Exceptional Performance: Indoor</b> <b>Environmental Quality Credit 4.2</b>	Low VOC Paints and Coatings (see following page/below for detailed requirements)

### VOC Paint and Coating Limits

PRODUCT TYPE	REFERENCE STANDARD	VOC LIMIT (g/L MINUS WATER)
Interior Flat Coating or Primer	Green Seal GS-11, 1993	50
Interior non-Flat Coating or Primer	Green Seal GS-11, 1993	150
Anti-Corrosive/Anti-Rust Paint	Green Seal GC-03, 2nd Edition, 1997	250
Clear Wood Finishes: Lacquer	SCAQMD Rule 1113, 2004	550
Clear Wood Finishes: Sanding Sealer	SCAQMD Rule 1113, 2004	350
Clear Wood Finishes: Varnish	SCAQMD Rule 1113, 2004	350
Clear Brushing Lacquer	SCAQMD Rule 1113, 2004	680
Floor Coating	SCAQMD Rule 1113, 2004	100
Sealers and Undercoaters	SCAQMD Rule 1113, 2004	200
Shellac: Clear	SCAQMD Rule 1113, 2004	730
Shellac Pigment	SCAQMD Rule 1113, 2004	550
Stain	SCAQMD Rule 1113, 2004	250
Concrete-Curing Compounds	SCAQMD Rule 1113, 2004	350
Japan /Faux Finishing Coatings	SCAQMD Rule 1113, 2004	350
Magnesite Cement Coating	SCAQMD Rule 1113, 2004	450
Pigmented Lacquer	SCAQMD Rule 1113, 2004	550
Waterproofing Sealer	SCAQMD Rule 1113, 2004	250
Waterproofing Concrete/Masonry Sealer	SCAQMD Rule 1113, 2004	400
Wood Preservatives	SCAQMD Rule 1113, 2004	350
Low-Solids Coating	SCAQMD Rule 1113, 2004	120*

\*Note: VOC levels for Low-Solids Coatings are measured in grams of VOC per litre of material, including water.

### 3. Occupational Health and Safety

The Tenant will ensure that a comprehensive and rigorous health and safety program to protect workers is implemented for the performance of the Tenant's Work. The Tenant will indemnify each of the Landlord and the Head Landlord (collectively the "Released Persons") in respect of all claims, infractions, prosecutions, alleged infractions, losses, costs and expenses and any fines or proceedings relating to fines or other offenses under all occupational health and safety and similar legislation that might be brought, imposed against, or suffered by Released Persons or any of them in connection with the performance of the Tenant's Work. In addition, the Tenant will do, at least the following:

- (i) ensure that all legal obligations imposed on constructors or on other persons supervising, completing or co-ordinating the Tenant's Work are properly performed, that all directions given by any governmental or other regulatory inspector are properly performed and that necessary access is provided to those inspectors;
- (ii) where any statute, regulation, order, code, rule or any other requirement of a governmental or quasi-governmental authority with jurisdiction over any matter provide for designations of separate projects, co-operate with the Landlord in having the Tenant's Work designated as a separate project so that the Landlord does not incur obligations as a constructor or similar obligations in connection with the performance of the Tenant's Work;
- (iii) comply with any recommendations of the Landlord with respect to health and safety requirements;
- (iv) employ only contractors and require contractors to employ only sub-contractors that have good health and safety records, and provide evidence satisfactory to the Landlord concerning their health and safety records; and
- (v) provide to the Landlord whatever rights of access, inspection, and whatever information and documents the Landlord, acting reasonably, requires in order to ensure that the Tenant's obligations under this Section are complied with.

## OTHER PROVISIONS

### Performance of Tenant's Work

The following provisions are in addition to, and do not waive the provisions of any general covenants between the Tenant and the Landlord as may be contained in the Lease:

- A. Before doing any item of Tenant's Work:
- (i) the Tenant shall deliver evidence satisfactory to the Landlord that the Tenant has obtained all required permits including, without limitation, all requisite building permits, for all of the Tenant's Work, or satisfied the Landlord that such permits are not required;
  - (ii) the Tenant shall deliver to Landlord a certificate evidencing that it has obtained contractors' general liability insurance in accordance with the Landlord's requirements, naming the Interested Parties as additional named insureds, as their interests may appear;
  - (iii) the Tenant shall deliver to the Landlord an itemized budget in respect of the Tenant's Work; and
  - (iv) the Tenant shall deliver to the Landlord at least one (1) contractor's quotation outlining the scope of the Tenant's Work (as per the itemized budget to be delivered by the Tenant to the Landlord) and estimated cost of the Tenant's Work which the Tenant intends to undertake and complete in accordance with the terms hereof.

Upon completion, the Tenant shall secure all applicable certificates of completion and occupancy and, on request, provide copies of same to the Landlord.

B. All work by the Tenant within the Leased Premises shall be completed in new materials. Materials and workmanship shall be of a uniformly high quality and used and/or performed in accordance with the very best standards of practice and shall not be in contravention of any governing codes or regulations and shall be subject to the approval of the Landlord and/or its Architect. Any damage to the Leased Premises or the Retail Component caused by the Tenant or any of its employees, contractors or workmen shall be repaired forthwith by the Landlord at the expense of the Tenant.

C. Under no circumstances will the Tenant, its employees, its contractors or its contractors' employees enter onto any roof of the Retail Component or make any opening in the roof.

D. The Tenant and his contractor(s) shall not impose a greater load on any concrete floor than the design live load of 100 pounds per square foot uniformly distributed. No unusual loads may be suspended from the underside of roof structure.

E. The Tenant shall maintain the Leased Premises in a reasonably clean and orderly manner and shall be responsible for the cost of removing from the Retail Component all excess materials, trash and cartons resulting from Tenant's Work and stocking of the Leased Premises. Should the Tenant fail to regularly clean up construction material, trash and cartons, the Landlord may remove such materials and charge the costs to the Tenant.

F. The Tenant shall not allow any liens or notices thereof to be placed against the Leased Premises or the Retail Component. Failure to discharge any liens or notices thereof within five (5) days of notice by the Landlord to do so, shall constitute a default under the Lease.

### Exhaust and Odours

A. Objectionable odours from the Leased Premises shall, at the Tenant's expense, be exhausted in such a manner as precludes their escaping into the Common Areas or other rentable areas, or short-circuiting into any fresh-air vents. The Tenant specifically acknowledges and agrees that it shall be

responsible for any costs, expenses or damages suffered or incurred by the Landlord as a result of claims by other tenants of the Retail Component relating to objectionable odours or exhaust emanating from the Leased Premises during the completion of the Tenant's Work or otherwise during the Term of the Lease. The Landlord shall be entitled to require the Tenant to suspend the Tenant's Work on twenty-four (24) hours prior written notice in the event that the Tenant fails to comply with its obligations contained herein.

- B. Where the Tenant request a total exhaust rate greater than 200 CFM/bay, the Tenant shall provide a make-up air system in accordance with Landlord's specifications, sized in the amount of the excess and shall waive right to demand of the Landlord the ambient design conditions specified in the design package provided to the Tenant by the Landlord, if any.
- C. The Tenant's air-handling equipment may not under any circumstances draw air from any Common Areas or other rentable areas or exhaust into it.
- D. Garbage refrigeration equipment must be installed in the Leased Premises by the Tenant if perishable items are handled.

#### **Complete Drawings by Tenant (as applicable)**

The Tenant shall submit to the Landlord for the Landlord's written approval complete drawings and specifications for the Leased Premises, to be prepared by qualified designers, conforming to each of good engineering practice, the outline drawings provided to the Tenant by the Landlord, if any, and the provisions of this Schedule "C".

Such complete drawings and specifications shall show at least the following:

#### **STORE SUBMISSION REQUIREMENTS**

The Tenant shall provide complete working plans and specifications in the following form:

- A. Floor plan: Scale 1/4" = 1'0".
- B. Reflected ceiling plan: Scale 1/4" = 1'0".
- C. Store front and show window elevation and sections: 1/4" = 1'0".
- D. Store front and show window details: Scale 3" = 1'0".
- E. Interior elevations: Scale 1/4" = 1'0".
- F. Interior finishing schedule.
- G. Plans or sketches showing location of equipment that the Tenant intends to install, complete with catalogue sheets, specifications and sketches of same showing gas, water and electrical consumption, motor horsepower and electric characteristics, controls and any other requirements necessary to provide direction to contractor to complete installation.
- H. Sign as outlined in sign directive.
- I. Expansion joint details (if applicable).
- J. Any other special facilities or installations that affect the building.
- K. Specifications and identification of materials.
- L. Specification of colour to include colour chips.

- M. Specification and locations of any store front lighting to be placed in the Landlord's ceiling for sign lighting or store front lighting.
- N. Sprinkler and other fire protection devices.
- O. Under floor electrical or plumbing.
- P. Electrical wiring plan.
- Q. Ductwork for connection to Landlord's air conditioning system, toilet exhaust system and any other ventilation system required by the Tenant.

All required drawings and specifications shall be submitted for approval within a reasonable time and in any event within **fifteen (15)** days of written request by the Landlord therefor. No Tenant's Work may proceed prior to the Landlord's written approval, which will not be unreasonably withheld nor unduly delayed. In the event that the completion of the Tenant's Work is delayed as a result of the failure by the Tenant to comply with its obligations contained herein, the Fixturing Period shall be reduced by the length of delay caused or contributed to by the Tenant.

**ALL TENANT DRAWINGS MUST BE IN TRACING OR SEPIA FORM TO FACILITATE REPRODUCTION BY THE LANDLORD. ALL MECHANICAL DRAWINGS AND SPECIFICATIONS SHALL BE STAMPED BY AN ENGINEER QUALIFIED TO PRACTISE IN THE PROVINCE IN WHICH THE RETAIL COMPONENT IS LOCATED. ALL ELECTRICAL DRAWINGS AND SPECIFICATIONS (INCLUDING LIFE SAFETY AND FIRE SAFETY) SHALL BE STAMPED BY AN ELECTRICIAN QUALIFIED TO PRACTISE IN THE PROVINCE IN WHICH THE RETAIL COMPONENT IS LOCATED. ANY CHANGES TO THE PLANS AND SPECIFICATIONS THAT HAVE BEEN APPROVED BY THE LANDLORD SHALL BE STAMPED BY AN ARCHITECT OR ENGINEER QUALIFIED TO PRACTISE IN THE PROVINCE IN WHICH THE RETAIL COMPONENT IS LOCATED AND SHALL ALSO BE SUBJECT TO THE PRIOR WRITTEN APPROVAL OF THE LANDLORD.**

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**SCHEDULE "C-1"**  
**HVAC MECHANICAL REQUIREMENTS**

A. Hybrid heat pumps will provide heating and air conditioning for the Leased Premises except for electric heating units required for heating of entrances to the Leased Premises, which, unless otherwise specifically stipulated in this Lease to the contrary, shall be provided by the Tenant at its sole cost and expense and which shall be operated, maintained, repaired and replaced by the Tenant at its sole cost and expense. Heat pumps will be complete with associated supply, return and condensate piping, electrical and control wiring and 7-day programmed digital thermostats.

(i) Hybrid heat pumps will be sized based on a cooling load of 350 sq. ft. per ton of cooling for retail premises; and

(ii) Hybrid heat pumps will be sized based on a cooling load of 250 sq. ft. per ton of cooling for restaurant premises.

B. Ventilation and general exhaust systems will be provided for Leased Premises. Ventilation air will be provided by a central building make-up/heat recovery unit and will be distributed near return opening of each heat pump. Ventilation air quantity will exceed ASHRAE 62. 1-2010 values by 30%. Ventilation air quantity will be controlled by CO<sub>2</sub> sensors and variable air volume boxes. The boxes will provide ventilation to suit the occupancy load. General exhaust system will be ducted to each premise and will be operated in unison with ventilation system. The systems will be controlled by the Building Automation System (BAS).

C. Landlord will provide wall box or roof vent for connection of sanitary exhaust. Unless otherwise specifically stipulated in this Lease to the contrary, exhaust fan and duct will be supplied by the Tenant at its sole cost and expense.

D. Where an elevator is part of the Leased Premises, a split air conditioning system will be provided for the elevator machine room, and will be connected to the Tenant's electrical panel.

E. Landlord's Work shall not include ductwork distribution for the Leased Premises which shall be completed by the Tenant at its sole cost and expense as part of the Tenant's Work for the Leased Premises.

F. All proposed revisions to Landlord's HVAC equipment shall be provided to Landlord and Landlord's consultants for review, comment, approval and coordination. Any additional HVAC equipment requested by the Tenant shall conform to Landlord's energy efficiency requirements. Heat pump units must be Hybrid Type.

G. The Landlord shall in accordance with the Landlord's plans and specifications, provide the following:

(i) a heat pump loop for heating and air conditioning all premises in the building of which the Leased Premises forms part (including, without limitation, the Leased Premises and the interior common areas of such building) (the "Heating and Cooling System"); and

(ii) a central ventilation system for ventilating all premises in the building of which the Leased Premises forms part (including, without limitation, the Leased Premises and the interior common areas of such building) (the "Ventilation System").

The Tenant shall pay to the Landlord within fifteen (15) days of receipt of an invoice therefore from time to time the following costs and expenses:

(a) all water, gas and electricity costs incurred to heat and cool the heat pump loop that is providing heating and air conditioning to the Leased Premises as measured by submeters (to be installed at the Tenant's sole cost and expense) and in the absence of any such submeter(s) as otherwise allocated

to the Leased Premises by the Landlord, at the applicable rate charged to the Landlord by the applicable utility company;

(b) all water costs incurred to ventilate the Leased Premises as measured by a submeter (to be installed at the Tenant's sole cost and expense) and in the absence of any such submeter as otherwise allocated to the Leased Premises by the Landlord, at the applicable rate charged to the Landlord by the applicable utility company;

(c) the Tenant's pro rata share of:

(i) all costs and expenses incurred by the Landlord in operating, maintaining, repairing and replacing each of the said Heating and Cooling System and Ventilation System;

(ii) all water, gas and electricity costs incurred to heat and cool the heat pump loop that is providing heating and air conditioning to the interior Common Areas of such building as allocated thereto by the Landlord; and

(iii) all water costs incurred to ventilate the interior Common Areas of such building as allocated thereto by the Landlord.

For the purposes hereof the "Tenant's pro rata share" means a fraction, the numerator of which is the Rentable Area of the Leased Premises and the denominator of which is the Rentable Area of all premises in the building of which the Leased Premises forms part set aside for leasing by the Landlord from time to time, excluding any basement, below grade, mezzanine and storage areas; and

(d) where applicable, consumption of gas for cooking and make-up air equipment serving the Leased Premises on the basis of an individual gas meter to be installed at the Tenant's sole cost and expense and in the absence of such separate gas meter as otherwise allocated to the Leased Premises by the Landlord, at the applicable rate charged to the Landlord or the Tenant, as the case may be, by the applicable utility company.

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