Dollarama Landlord's Work - 1300 Fanshawe

SCHEDULE "C" - CONSTRUCTION OF THE PREMISES - LANDLORD'S & TENANT'S WORK

I. LANDLORD'S WORK

Section 1.01 Landlord's Work Prior to Commencement Date

Using first quality workmanship and materials, Landlord at its sole cost and expense shall deliver the Premises in conformity with the Tenant's Plans (as hereinafter defined), all project underwriters' requirements, applicable codes, laws, by-laws and regulations of all authorities having jurisdiction, and with the following items of Landlord's Work completed:

1. HOARDING/TENANT COORDINATION

There will be no charge to the Tenant for hoarding and/or approval of the Tenant's Plans by the Landlord and/or the Landlord's representatives.

2. STORE FRONT

a) For Strip Malls and/or Free-Standing Locations

Storefront is to include a parapet of not less than 50 feet in width and 6 feet in height with necessary access for electrical signage connections for the Tenant's signage. The parapet behind the Tenant's sign shall be painted or otherwise colored Benjamin Moore - Rainforest Foliage 2040-10 (Dollarama Green). The parapet shall be subject to the Tenant's prior approval.

Supply and install a screwing base for signage installation and two to three access doors in the soffit or interior side of wall (three access doors are required where width of Tenant's signage exceeds 30'-0"). Landlord to provide direct sealable access from the interior of the Premises to all exterior signage. Landlord shall be responsible for all municipal approvals with regards to the parapet including the Dollarama Green background. Landlord's standard glass and anodized storefront shall be subject to the Tenant's prior approval as to layout and configuration, including glazing, knee-walls and door locations.

3. VESTIBULE

Supply and install air-lock vestibule as per Tenant's Plans. Air lock vestibule shall be complete with twoin and two-out anodized aluminum doors. Interior vestibule doors are to be equipped with dummy cylinders and no pull handles. Exterior doors shall have aluminum thresholds, weather stripping, exterior keyed lock and code-compliant interior thumb turn. All vestibule doors shall be equipped with Larsen & Shaw L-S300 stainless steel continuous hinges Vestibule to be heated with ceiling mounted Ouelette ODS-B 5 kW electric forced flow heater wired at 208V (or approved equivalent), complete with built-in thermostat and a mounting plate for suspended ceiling. T-bar ceiling in vestibule to be installed at 10'-0° A.F.F. complete with return air grille. Landlord must leave space as per the Tenant's Plans for lightning installation. Supply and install Hunter HA-8 (or approved equivalent) automatic door operators on active exterior door and both interior doors including hardwired push buttons, regardless of local jurisdiction requirements. Inactive exterior door to be equipped with manual door closer. Any open area above vestibule framing shall be drywalled, taped and sanded to underside of T-Bar or deck. Vestibule glazing to consist of "x" single glaze tempered glass in doors and vestibule up to 7"-0" high and "x" standard plate glass above 7'-0". 6" high horizontal mullion to be used for bottom mullion of new vestibules. On existing vestibules, buggy bumpers to be installed at 6" (to centre) A.F.F around retail side of vestibules including doors using 2" x 1/4" anodized aluminum flat bar. A silicone seal to be installed at the junction of the lower aluminum mullion and the floor around the perimeter of both sides of the vestibule.

4. H.V.A.C.

- (A) Provide a heating, ventilation and complete air conditioning system and controls to satisfy entire Premises. The heating source shall be natural gas.
- (B) All HVAC equipment to be 600V rated where available.
- (C) The heating load shall be based on an inside temperature of 72 degrees F and calculated as per applicable ASHRAE standard IES90.1.
- (D) The cooling load shall be based on an indoor temperature of 72 degrees F and calculated as per ASHRAE standard IES90.1. Allow a population load of one person per 40 sq. Ft. including a heat gain of lights, equipment load, window, roof and wall, as well as fresh air per ASHRAE standard 62.1.
- (E) The system is to include:
 - a) Economizer(s) (one per unit).
 - b) Power exhauster(s) (one per unit).
 - c) Crankcase heater (one per unit), including low ambient controls.
 - d) Honeywell T-6 Pro thermostats shall be mounted on rear of columns at 9'-0" A.F.F.
 - e) Provide gas piping from the gas meter to the Tenant's roof-top equipment and stubbed to the location of a unit heater in the back of the Premises (see Tenant's Plans).
- (F) The H.V.A.C. system shall be supplied and installed as follows:
 - a) Provide burglar bars to where ducts pierce exterior walls.
 - b) Provide gas piping between meter and unit.
 - Provide all power wiring and control wiring for a complete installation.
 - d) The maximum size of any single H.V.A.C. unit shall be fifteen (15) tons and in any case, there shall be no less than two (2) H.V.A.C. units serving the Premises. H.V.A.C units to have proper zoning, and to be spaced to allow for efficient ductwork.
 - e) Provide any required fire dampers and/fire stop flaps.
 - f) If the Landlord is providing a new H.V.A.C. system, the make of the H.V.A.C. units shall be Lennox Industries, with all related warranties and guarantees available from the manufacturer for a minimum of 5 years, transferred to the Tenant. Upon completion of the installation, Landlord to hand over to the Tenant a copy of the mechanical as-built drawings.
- (G) All equipment to be operating at time of possession.

5. REAR SERVICE DOOR

- (A) Landlord to provide insulated double doors 8'-6" high X 6' wide at a location indicated on Tenant's Plans.
- (B) Inactive door to be 3' X 8'-6" high and equipped with flushbolts or a surface bolt on the bottom and a pull chain surface bolt on the top. The active door is to be 3' X 8'-6" high and equipped with an astragal, a revolving door viewer installed at 5' A.F.F. (peephole model PEEK-O Revolving Door Viewers, 595 x US-3 or equivalent), panic bar, and a 6" long metal pull handle surface mounted above the panic bar on the interior side of door. Both doors are to be weather-stripped, including neoprene door sweeps, and have a 1/4" thick aluminum checkerplate threshold measuring 14" depth X 72" width. No hardware is to be exposed to the exterior (including locking cylinders). Exterior doors shall open 180 degrees out from the store with stainless steel wall mounted hook eyelet door stops (supplied by Richelieu; ITEM# 476175) to hold doors open.

(C) Landlord to provide a concrete pad (not ramp) at the exterior of the building directly in front of the double receiving doors flush with the interior grade of the floor of the Premises in order to wheel in pallets directly into the store from the exterior (see the Tenant's Plans) as well as a paved driveway to the pad from the parking lot. Entire concrete pad should slope 1% away from the building. Landlord to supply ramps, handrails gates, and/or stairs as necessary in conformance with all applicable building codes.

6. ELECTRICAL

(A) GENERAL:

- All work(s) shall be carried out in accordance with the latest edition of the Canadian Electrical Code, Local Inspection Authority, National Building Codes and other authorities having jurisdiction.
- All materials and equipment used shall be new, CSA approved bearing the CSA seal, and shall be of commercial grade quality.
- Obtain approval for all electrical work and arrange to pay for all permits and inspection fees required for the execution of the electrical installation.
- iv. Upon completion of the installation hand over to the Tenant a copy of the final certificate of inspection for the electrical work and a copy of the electrical as-built drawings.

(B) SERVICE AND DISTRIBUTION:

(The following are minimum requirements for electrical distribution)

 At the location shown on the Tenant's Plans, a 200A-600V-3P-3W electrical service shall terminate in a 200A-600V-3P-200AF disconnect switch, complete with a 225A rated 600V-3P-

3W panel complete with disconnect switches, with fuses required for the connection of the Landlord supplied HVAC units, all as required for base building only. Landlord to ensure there is a connected load to electrical service if required by local hydro authority in order to install Landlord supplied hydro meter.

Or, as a second option if 600 volts is not available:

- ii. A 400A-120/208V-3P-4W electrical service shall terminate in a 400A 250V-3P-fused disconnect switch based on the total load of the Tenant's requirements, including HVAC that is to be connected to the Tenant's electrical service. Landlord to ensure there is a connected load to electrical service if required by local hydro authority in order to install Landlord supplied hydro meter.
- iii. The system shall be complete with all necessary Hydro meter facilities.
- Service and distribution equipment shall be mounted on 3/4" plywood backboard in the location and area indicated on the Tenant's Plans.
- Width of electrical service, including all panels and disconnects, must not exceed 6'-0".

vi.

(C) LIGHTING

Exterior lighting in the receiving area shall be LED and sufficient for the Tenant's security and for receiving after dark.

All emergency & exit lighting must be installed to meet all applicable codes, by-laws and regulations for base building only.

7. VERTICAL TRANSPORTATION

All vertical transportation (elevators, escalators, conveyors, etc.) is to be turned over in good working order with a certificate of inspection (TSSA, etc.) provided to the Tenant prior to the Possession Date.

8. TELEPHONE

Landlord to provide a conduit with pull string to be brought from the demarcation point to within 5' of the electrical disconnect switch.

9. PLUMBING

Rough-in for one (or more if required by law) functional standard (or barrier-free if required by law) twopiece washroom(s) in a location indicated on the Tenant's Plans, including ventilation exhausts, toilet flanges, plumbing vent, roof cones, and a ¾" domestic water supply with shut off ball valve to be located above the washrooms. Floor drain to be installed in the back corner of the smallest washroom (see Tenant's Plans) with the appropriate slope to allow for proper drainage.

Where the Premises is equipped with a sump pump, Landlord to provide both a primary and secondary sump pump. If the Premises includes a basement, Landlord to install two (2) commercial pumps with sequence controls connected to the alarm panel.

The location of all vertical drain lines (including rain water leaders) are to be approved by the Tenant within 10 business days of receiving LL mechanical/plumbing plans

All interior roof drains, including rain water leaders to be insulated using white PVC insulation, on the horizontal portion.

When required by regulation, supply and install backflow preventer on the domestic water supply, between the shut-off valve and the Landlord water grid. The Landlord will be responsible for annual maintenance of the backflow preventer.

Prior to the Possession Date, Landlord to provide Tenant with complete power flush certificate for all sanitary lines with video accessible at any time by Tenant for the Term of the Lease.

10. PAINTING AND FINISHING

If the ceiling structure is of wood construction, the Landlord is responsible to paint the structure in white, to the Tenant's satisfaction.

All doors and metal door frames to be painted as follows:

(A) Receiving doors to be painted Benjamin Moore, Rain Forest Foliage 2040-10 alkyd, high gloss.

11. SPRINKLERS (if required by authorities having jurisdiction and/or already existing)

- (A) All sprinkler work to conform to N.F.P.A. Standard #13 and local fire department regulations.
- (B) If sprinklers are required, sprinkler main and branches shall be installed by the Landlord and all sprinkler mains and branches are to be as tight as possible to the underside of the roof deck. Sprinkler heads shall be located based on an open layout and the Tenant shall be responsible for the relocation of any heads required for its layout.
- (C) Fire hose cabinet locations (if necessary) to be approved by the Tenant acting reasonably.
- (D) All life safety devices provided by the Landlord must be installed at least 9'-0" A.F.F. and must comply with all applicable building codes for permanent occupancy, not just for temporary occupancy. All pull stations in the retail area or the vestibule are to have protective cover boxes.

- (E) Landlord to program and install all fire alarm systems in conformance with the Tenant's Plans. Upon completion of the installation, the Landlord will provide the Tenant with a Fire Alarm System Verification certificate which will be delivered to the Tenant prior to the Possession Date.
- (F) Should the Landlord require the Tenant to use base-building contractor(s) for any modifications to the sprinkler and/or life safety system, the Landlord shall ensure that said contractor's services are at market cost.

12. WALLS

- (A) All exterior perimeter walls to have a minimum R-13 rating.
- (B) Drywall perimeter/demising walls taped and sanded to the underside of the roof deck ready for the Tenant finishes.
- (C) All demising walls to have minimum thickness required by codes or by Landlord's underwriters, whichever is thicker.

13. COLUMNS AND OBSTRUCTIONS

The Premises shall not have any columns that are larger than 12" x 12" and shall have no other obstructions or impediments within the Premises, including, but not limited to, structural walls, cross bracings, or walls for fire separation.

14. FLOOR

A single-plane level concrete floor slab free of imperfections (divots, former adhesives, etc.) with smooth troweled finish ready to accept 1/8" VCT and capable of supporting a live load of one hundred (100) pounds per square foot, with a level tolerance of ½" on 10' and 1" for the entire Premises. All products added in order to level the slab evenly must be concrete based. All floor drains and clean-outs to be level and 1/8" A.F.F (to be flush with VCT).

The Premises are be delivered with the floor and underlying soil free of pyrite and/or other hazardous materials.

15. UTILITIES

All service lines (including lines for base building services) are to be as tight as possible to the perimeter walls and to the underside of the roof deck.

Landlord shall coordinate with local utility providers to ensure that there is a single, separate meter for each utility, which shall be connected and operational prior to the Possession Date.

16. PLANS

The Landlord shall be responsible for providing the Tenant with accurate detailed as-built drawing for existing buildings and full construction drawings for new buildings not less than 90 days prior to the proposed Possession Date from which the Tenant shall prepare its detailed drawings (the "Tenant's Plans"). For any new construction, the Landlord shall provide drawings which will include sufficient

structural detail to indicate the size and location of any columns, rain water leaders (RWLs) or other obstructions in the Premises. The Tenant shall then have 10 business days from receipt of these drawings to request that the Landiord relocate the columns or RWLs up to 24" from their proposed location. Any other obstructions in the Premises shall be resolved between the parties, acting reasonably.

In the event that the Landlord fails to provide the plans within the dates provided in the preceding paragraph, the Possession Date and the Commencement Date shall be deferred by the number of days that the plans are delayed.

17. COMPLETION OF LANDLORD'S WORK

Notwithstanding anything contained herein the Tenant shall not be required to accept possession of the Premises until the Landlord's Work is substantially complete such that the Tenant may proceed with its work unimpeded and without any delay or increased cost.

The Commencement Date shall not occur until all exterior work affecting the Premises is complete so that the Tenant may carry on its operations and business without any undue hardships or impediments. Exterior work affecting the Shopping Centre which must be complete prior to the Commencement Date include but are not limited to drive aisles, curbing, landscaping, shopping centre accesses, building facades, receiving facilities and any other work that may prevent the Tenant from carrying on its normal course of operations and business.

Section 1.02 Landlord's Work in Case of Damage to the Premises

Except in the case of Damage (as this term is defined in the Lease) to the Premises, the Landlord is not required to perform any work or supply any materials to or in respect of the Premises other than that stipulated as the Landlord's Work. In the event of Damage to the Premises, the Landlord's Work shall consist of providing a basic shell (to be performed by Landlord at its cost), as would be typical and appropriate for turnover to a retail tenant.