

**CONSTRUCTION OF THE PREMISES  
LANDLORD'S & TENANT'S WORK**

**I. LANDLORD'S WORK**

**Initial Landlord's Work**

The following work shall be undertaken and completed by the Landlord at its expense (the "Landlord's Work"). The Landlord's Work will be performed in accordance with working plans and specifications prepared by the Landlord's consultants. All work, both Landlord's and Tenant's, shall be performed by competent licensed workmen in a good and workmanlike manner and shall conform to the National Building Code and applicable municipal by-laws.

The items listed below will be provided and installed by the Landlord at its expense (base building) in accordance with the Landlord's choice of design and materials.

The Landlord shall construct the Premises in accordance with the following specifications:

- a) The Premises to be provided in a "Bare Shell" condition.
- b) All perimeter walls and ceiling or roof to meet local building codes, dry walled, taped and sanded, as per code, ready for Tenant's finishes.
- c) Smooth troweled concrete floor to a single elevation of no more than 1/2" elevation change in ten (10) feet. Landlord shall provide two (2) rough-in locations approved by the Tenant. Landlord will install radon mitigation sub-structure under concrete slab, where required by local governing authority, and according to the Landlord's Architects base building design.
- d) If 600 Volt service: Energized, 200 amps 3 phase 347/600 volt 4 wire electrical service, Distribution by the Tenant.
- e) Supply a new heating and air conditioning independent roof mounted system complete with economizer of a capacity equal to one (1) ton per 200 square feet. Roof top unit will have all gas hook-ups and wires, including control wiring to thermostat, in good working condition.
- f) Landlord to create roof opening for the Tenant's exhaust fan and plumbing stack install curbs as required, complete ERV if required. Landlord warrants that the roof structure is capable of supporting the tenant's roof top equipment. Any structural reinforcement required due to roof opening or required to roof joists to support Tenant's exhaust equipment shall be done by the Landlord at its cost. Tenant to provide all roof curbs required for Tenant supplied equipment.
- g) a two (2) inch natural gas service capable of at least 1 million BTUs
- h) One Four (4) inch sanitary sewer line and an accessible clean out One (1") inch cold water line rough in locations specified by the Tenant. If required by the municipality, Landlord shall install a backflow preventer.
- i) The Landlord shall provide exterior garbage area that may be used by Tenant, and be

shared by other Tenants.

j) Installation of all utility meters, to be separately metered.

k) If required by the municipality the Landlord shall be responsible for the sprinkler system main. Tenant will be responsible for distribution.

l) Entry door complete with a threshold and lock guard and wired auto-opener to standards specified by Tenant acting reasonably. Exit door complete with a threshold and lock guard. Automatic door opener to main exterior door.

m) Storefront: Standard glass and anodize storefront as per the Landlord's standard specifications. The Landlord will provide automatic door operators as required by code.

n) <sup>Internet</sup> Telephone: two (2) inch conduit with pull strings to the Premises

~~o) Fiber optic internet cables brought into the Premises.~~

Clean Up: The Landlord will clean up all debris from its work and leave the Demised Premises clean for the Tenant.

Landlord warrants that all mechanical, electrical, plumbing and HVAC services are in good working order and have been properly maintained as the time of the Possession Date.

The Tenant and its contractor will examine the Premises upon taking Possession and notify the Landlord with written notice specifying any defects within ten (10) days after taking possession. In the event the Landlord has not substantially completed its work, or the Tenant has notified the Landlord of defects, the Possession Date will be delayed until such time the Landlord has rectified the defects.

## II. TENANT'S WORK

- 1- Tenant shall prepare at Tenant's sole cost and expense and present to Landlord for its approval, plans and specifications for all of Tenant's Work to be done in the Premises;
- 2- Tenant shall, at its sole cost and expense, obtain all necessary building permits and approvals from the applicable municipal authorities;
- 3- All construction by Tenant shall comply in every aspect with applicable laws, including without limitation, obtaining all necessary and required permits and approvals to complete the Tenant's Work and compliance with all applicable construction legislation applicable to the jurisdiction in which the Premises is located; and
- 4- All Tenant's Work shall be completed in a first class, workmanlike manner, using new materials, fixtures and equipment.

\* (30) Landlord has confirmed with the internet provider, Bell Canada, that internet service is available for this shopping centre.

6 P.O.  
\* (10) Fiber optic internet cable will be brought into the Premises at landlord's cost, after the tenant sets up an account with the internet provider.  
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