

Shoppers Drug Mart –1300 Fanshawe Park Rd E, LLWS

- 3.1 Landlord shall obtain approval of the conceptual site design & exterior elevation from the Tenant prior to making application for any development permits.
- 3.2 The Landlord shall obtain all Municipal Approvals including Site plan Approval, Development Permit, Minor Variances, Zoning and etc. and pay for all development charges as required for the Tenant to obtain their building permit including but not be limited to Municipal, Regional, School, Hydro, Special Area Charges, Sewer Impost Fees, Cash in Lieu of Parkland and any other charges applicable. The Tenant will pay for the Building Permit Fees as required for the Tenant's Fit-up.
- 3.3 The Landlord is responsible for all Design and engineering of On-site / Off-site and base building work required for modification that pertains to the Landlord work. This includes but not limited to site civil, electrical and landscape consultants in order to complete the site work and parking lot and all exterior work onsite and off-site. This also includes all Architectural, Structural, Mechanical and Electrical for Base Building work required. The Landlord shall confirm all works with the Tenant, that it meets the Tenant's Standard. The Landlord shall prepare all drawings using AutoCad in Imperial Dimensions. Site Drawings shall be in metric.
- 3.4 The Tenant is responsible for the engineering and design of the Tenants leased premises only. This includes Interior Finishes, Mechanical and Electrical Fit-up.
- 3.5 Any additional items required in the scope of construction by the Tenant, that are required outside of the base building construction as described herein, are to be coordinated with the Tenant at the time of architectural and engineering design for the purposes of incorporating into the base building construction. The cost of these items is to be covered by the Tenant.

4.0 Drawing review and approvals

- 4.1 Landlord shall provide to the Tenant drawings for review prior to Tender and Permit application at 50% completion and 95% completion.
- 4.2 The Landlord acknowledges that it has agreed to produce and submit to the Tenant its Proposed Final Plans, for shell building only, which shall be prepared in accordance with the Tenant's Specifications and this Schedule C. The Tenant shall have a period of fifteen (15) business days to evaluate the Proposed Final Plans and request, in writing, any reasonable minor amendments it deems necessary. Such amendments requested by the Tenant in writing will be incorporated in the Proposed Final Plans by the Landlord and the Proposed Final Plans, as so amended, upon approval by both Landlord and Tenant, will be re-submitted and shall then be referred to as the "Final Approved Plans".

- 4.3 The Landlord and Tenant shall digitally approve Final Approved Plans.
- 4.4 The Landlord or Tenant shall have the right upon receipt of the other party's consent, such consent not to be unreasonably withheld, to make such minor amendments to the Final Approved Plans as may be necessary from time to time in the construction of the Leased Premises, provided that any increased cost resulting from such amendments shall be at the requesting party's sole expense and provided such amendments shall not materially hinder or delay the Landlord's Work or the Landlord's construction schedule.
- 4.5 The landlord, prior to starting any base building construction, at his own costs, shall obtain all governmental and municipal permits required for the execution of the work related to base building.
- 4.6 The Tenant, prior to starting any fit-up construction, at his own costs, shall obtain all governmental and municipal permits required for the execution of the work related to store fit-up.

5.0 Schedule

- 5.1 Construction schedule: The Landlord shall fully prepare the leased premises as described in this schedule. In particular :
- 5.2 A detailed construction schedule is required with all relative milestones to be mutually agreed upon by the Landlord and Tenant.
- 5.3 Once agreed every effort shall be made to maintain agreed schedule. Subject to any force majeure implications, including delays due to any pandemic.

6.0 Inspection and Testing

- 6.1 The Landlord is responsible for all Inspection and Testing for the entire site and building related to the base building work required as per the Schedule, all reports to be forwarded to the Tenant.
- 6.2 The Tenant at any time has the right to inspect and test, at its cost and acting reasonably the work performed by the Landlord and if the inspection and Testing should reveal any deficiency related to the Landlords work according to Building code, SDM Standards and specification or this schedule C, the Landlord shall repair and make good at the Landlords expense. If the items noted

are not rectified within 30 days of the reported deficiency, the Tenant has the right to repair the deficiency and withhold rent as payment for the repair.

- 6.3 The Tenant reserves the right to attend Landlord construction meetings for Base Building with prior written notice.
- 6.4 If applicable, the Landlord shall provide a Designated Substance Audit (Hazardous Materials Assessment Report) prepared by a qualified consultant upon completion of the work performed by the Landlord.

7.0 Conditions for acceptance of premises

- 7.1 Conditions for Tenant's acceptance of premises: a) 45 days written notice of turnover, b) construction schedule to Tenant at start of construction, c) Certificate of Substantial Performance from Landlord's Architect, Structural Engineer, Mechanical Engineer, Electrical Engineer, and any other applicable consultant. d) Sprinkler Certification, Alarm Verification and ESA approvals as required and available for base building only e) site access, building secured & receiving, f) utilities - hydro, water, gas, sanitary - to be functional, g) HVAC to be commissioned, h) weathertight i) j) fully functional Loading dock c/w equipment scissor lift/ loading docks.

Prior to the Tenant accepting possession of the demised space, the Landlord shall obtain all required municipal occupancy approvals of said space. If these approvals cannot be met at time of vacant possession, the Landlord shall deliver the space to a minimum acceptable standard as deemed by the Tenant

- 7.2 Landlord to provide sprinkler shop drawings and calculations to tenant for review and approval confirming design does not incorporate extended coverage and includes for class 4 coverage where required, for base building only.
- 7.3 The Tenant and its Consultants shall, 30 days prior to possession, perform a prepossession walk-thru identifying all conditions of this schedule have been met. Report shall be provided to Landlord.
- 7.4 Landlord to repair any deficiencies and complete outstanding work noted in above report 1 week prior to possession. Landlord to provide completion date for all outstanding items not completed.

8.0 Guarantees, Warranties and As-built drawings

- 8.1 All Landlord work to be guaranteed for one year minimum from the date of substantial completion.
- 8.2 Any continuing guarantees are to be assigned to the Tenant, no more than 90 days following substantial completion.
- 8.3 Landlord to provide electronic copy of as- built drawings, technical data sheets to Tenant once base building construction work is completed.

9.0 Prohibition on use of asbestos

- 9.1 No asbestos containing material (ACM) shall be incorporated into the engineering, design and construction of the tenants leased premises without Tenants approval

10.0 Concrete

- 10.1 New concrete shall be constructed in a single plane and in accordance with applicable CAN/CSA-standards and as required by the Governing Building Code.
- 10.2 Slab loading for two-way concrete structures shall be as listed below. Loading for any one-way steel or wood framing shall be reviewed to account for potentially higher local loading:
- 10.2.1 Slab on grade shall be capable of safely supporting a uniform live load of 250 psf.
 - 10.2.2 Suspended slab for retail area shall be capable of safely supporting a uniform live load of 150 psf.
 - 10.2.3 Suspended slab Receiving and backroom area shall be capable of safely supporting a uniform live load of 250 psf
- 10.3 Back room floor to be concrete floor slab hardened sealed and power trowelled and ready for floor finishes.
- 10.4 Finished tolerance for concrete floor to be ¼" in 10'-0". Concrete floors to be power trowel smooth finish ready to accept SDM floor finishes. Landlord to provide slab moisture content and Floor Flatness and Levelness test results.
- 10.5 Landlord to coordinate and provide all underground and cast in place services for tenant service, not limited to the following: cast in place hub drains, floor drains complete with drain bodies, strainers, electrical rough-in conduit/boxes as required refrigeration rough-ins and pits and accessories as per tenant plans, specifications, and details. Tenant to provide information on these elements after 50% drawing review.

11.0 Slab Depression and Slab Thickening

- 11.1 All slab depressions to be coordinated with tenant and as per tenant requirements and drawings. i.e. Entrance / exit foot grilles., Scissor lift...
- 11.2 All areas requiring slab thickening to be coordinated with Tenant as per tenants Drawings and specifications. i.e. Tenant safe location..

12.0 Structural / Miscellaneous Steel

- 12.1 Structure above the leased premises the Tenants premises to be capable of supporting 15 lbs/sq. ft. live load to allow Tenant to suspend the following items but not limited to: décor bulkheads, mechanical ductwork, transformers, Condensing units, etc...
- 12.2 Interior column placement shall be as per Tenants Fixture Plan.
- 12.3 LL to provide interior roof access ladder located in the mechanical room for the shared buildings c/w cage, roof hatch c/w guardrail system and pavers to all roof equipment as per tenant specifications and drawings.
- 12.4 Landlord to provide stairs as required including guard rails and handrails.
- 12.5 All structural steel to be PRIMED.

13.0 Roofing and roof openings

- 13.1 Where the Tenant is responsible for roof maintenance, roofing shall be as per agreed upon specifications, including, without limitation, all individual components of the roof such as by way of example only, stacks, gas pipe supports, drain grates; flashings on perimeter curbs; sleepers for mechanical and refrigeration equipment, roof access hatch; roof tops, roof deck and insulation; and gutters
- 13.2 Tenant to provide location and size of all new roof openings, curbs and sleepers as required by tenant-including (but not limited to): Mechanical, Refrigeration, and Electrical openings, Refrigeration Lines and equipment. Tenant to provide location and curbs for its roof top equipment for the Landlord to roof in.
- 13.3 All openings to be properly sealed and rodent proof.
- 13.4 Landlord shall provide steel burglar bars where roof opening is larger than 10" x 10".
- 13.5 Roof insulation to be provided as per applicable building code.

14.0 Doors and windows

- 14.1 **Glazed Exterior wall:** Landlord to provide Commercial anodized thermally broken curtain wall framing system c/w sealed double glazed-units and spandrel glazed units c/w insulated steel back pans as per the City approved drawings for Development Permit and Building Permit. All glazed units at entrances and immediately adjacent to entrances shall be tempered glass as per code requirements.
- 14.2 All glazed units as per tenant approved elevations shall be RockGlass Hybrid sealed units or approved equal (Riot glass). All exterior glass shall be 10mm RockGlass or approved equal (riot Glass) on 6mm Tempered glass dual pane glass. Storefront to be as per Tenants plans and specifications.
- 14.3 Landlord to supply and install exterior automatic doors as per Tenants plans and specifications.
- 14.4 Landlord to price out the ~~A main~~ interior entrance vestibule (including glazing, drywall and doors) separately. Vestibule shall be also equipped with interior and exterior automatic aluminum sliding entrance doors, doors to be aluminum anodized finish as per adjacent curtain walls, quantity, details, sizes and specification as per Tenant's Layout, and SDM Standards. Landlord to build and charge back the Construction of Interior Vestibule as per agreed price and construction schedule with the Tenant
- 14.5 All perimeter doors c/w hardware. Hardware to meet Tenant standards and specifications. Landlord to provide rough-in for any electric strikes and Mag locks as may be required. Landlord and Tenant to coordinate the location required rough-in conduit. Landlord construction cores shall be compatible with Tenant specified hardware. Rough-in conduit to be terminated 12" above adjacent finished ceiling elevation.
- 14.6 Building to be fully enclosed & secure prior to Turnover Date including no less than Installation of all doors, including automatic swing doors at entrance, Inclusive of all locking mechanisms provide conduits for alarm and door control. Rough-in conduit to be terminated 12" above adjacent finished ceiling elevation
- 14.7 Manual insulated metal overhead door c/w dock pads, seals and energy guard weather seals shall be provided as per tenants requirements. Track protection shall be provided See attached detail.

15.0 Wall and columns

- 15.1 Perimeter walls shall be in a single plane where possible and shall be constructed of drywall to u/s of deck and shall be taped, sanded and primed ready for paint. Landlord and tenant to coordinate location of services during construction. Vertical control joints in interior drywall shall be installed at a minimum distance of 20'.
- 15.2 All perimeter walls, shall be complete with smoke and fire resistance ratings as required by applicable codes.

- 15.3 All perimeter wall insulation to be provided as per applicable building code.
- 15.4 The Landlord shall provide demising walls between the Premises and adjacent premises (if required), which walls shall generally be constructed and shall extend to the underside of the roof deck, providing a rated fire separation no less than established by applicable code or regulation and acoustically isolated to a degree required by the Tenant, acting reasonably. Wall should be constructed so as to allow for expansion into the CRU but sufficient integrity to prevent theft through any adjacent CRU. (Demising wall to be c/w security mesh as per Tenant details).
- 15.5 All interior structural columns to be exposed (no gypsum), unless required to be protected (fire-rated) as per applicable building code. In the event fire rating is required, columns shall be covered with appropriate thickness/ type of gypsum, taped, ~~and~~ sanded and prime painted, ready to receive paint finish.
- 15.6 Interior column placement shall be as per Tenants Fixture Plan.
- 15.7 Landlord to provide all necessary wall penetrations for base building. Tenant to provide Landlord with locations and sizes of all required penetrations. Landlord to provide steel burglar bars where any penetration/ opening greater than 10" X 10" .

16.0 Building Signage

- 16.1 Location of exterior signage to be in accordance with the Final Approved Plans. Both the Landlord and Tenant shall review and approve any potential deviations/changes to the exterior signage design from the Final Approved Plans prior to fabrication and installation.
- 16.2 Landlord to provide adequate structural support within curtain wall system or Ext Grade plywood backing behind exterior finish to allow for installation of exterior signage in all areas containing signage as per approved drawings. Landlord to provide empty conduits with pull ropes and junction boxes mounted inside the Tenants space above ceiling. Location to be coordinated between Tenant and Landlord. Plywood and Termination of conduit to be discussed
- 16.3 Landlord to provide Ext. Grade Plywood backing behind exterior finish to allow for installation of Tenants exterior signage. Plywood to be installed in all areas containing signage as per Tenant standard and specifications and as per approved drawings.
- 16.4 Tenant will apply for final signage permit for its signage and the Landlord will provide all necessary assistance to obtain the final signage permit/ Tenant will pay for and owns its signage.

17.0 Loading/garbage space (To be reviewed per site)

17.1 The Landlord is to provide loading/ garbage as required by Tenant, and be able to accommodate tractor trailers including the specifications and criteria design set out below:

Item	Qty.	Supply by		Install by		Comments
		T	L	T	L	
30,000 lb dock levelers	1		X		x	Per Tenant Specifications: hydraulic dock levelers
Sectional OH Doors for loading area	1		X		x	Door at loading dock area. See Tenant standards for specifications and sizes, shall be complete with controls, dock lights, wheel chokes, seals and bumpers
Loading Dock Area	1		X		x	Per Mutually agreed and Municipality, site plan Tenant Specifications ; To be exclusive use by Tenant capable of accommodating a 53' truck maneuvering space suitable for one (1) trucks and (1) additional parked truck. If applicable, truck maneuvering area to be able to accommodate in and out circulation from loading dock and also maneuvering for garbage

Item	Qty.	Supply by		Install by		Comments
		T	L	T	L	
						disposal truck. Area must be accessible 24/7. Landlord to provide a truck maneuvering plan.
Garbage Compactor	N/A					Exclusive use by Tenant. If required, Location shall be in the vicinity of the loading area and easily accessible. Built as per tenant specifications that include a concrete slab, drainage and shall conform to municipal requirements. Direct access from loading area shall be provided. REVIEW POTENTIAL
Garbage area	1		X		x	Garbage area : Location shall be in the vicinity of the loading area and easily accessible. Built as per tenant specifications that include a concrete slab, drainage and fencing and shall conform to municipal requirements. Direct access from loading area shall be provided. As per mutually agreed and Municipal approved site plan.

- 17.2 Truck ramp area shall be engineered and constructed to prevent trailer dollies from hitting crest of the ramp. Loading ramp slope shall not exceed a 5% and remainder of concrete apron shall not exceed a 1.5% slope. Landlord to provide a trench drain at the low point. Loading dock low point shall be 4'-2" below interior store level. Refer to Tenant's Standard details.
- 17.3 If loading bay is at grade, loading dock shall be 4' above grade. Height clearances of loading area shall be a minimum of 20'. Landlord to supply and install a recessed scissor lift inside receiving area as per tenant standards.
- 17.4 Landlord shall provide an access man door with a galvanized steel stair within the loading dock space as per Tenant's Layout. Door to be equipped of all necessary hardware.
- 17.5 Provide safety traffic guard and poured concrete wheel curbs along walls within loading dock location for protection as per Tenant drawings and specification.

- 17.6 Provide protection bollards as necessary to protect wall corners and/or any equipment.
- 17.7 Garbage area to be as per mutually agreed on plans and municipal approved site plan.

18.0 Heating, ventilation and air-conditioning

The Landlord shall provide in the Tenants' Premises the following provisions for Heating, Ventilation and Air Conditioning System:

- 18.1 All new HVAC is to be supplied and installed by the Landlord at the Landlord's own cost, according to the Tenant's specifications together with all associated roofing, structural, gas piping, electrical and thermostat. Duct distribution to be done by the Tenant.
- 18.2 Supply and install fully operational HVAC equipment designed to a cooling load of 350 sf per ton of gross floor area, (Landlords mechanical engineer to perform cooling load calculations as required) including but not limited to curbs, gas lines and thermostat Roof top units c/w economizer, DDC ready, power exhaust and capable of refrigeration heat reclaim. Main sales area HVAC units to be CES dual path c/w heat reclaim, remaining units to be Lennox manufactured to Tenants specifications. All HVAC units shall be supplied and installed with the capability to be
- 18.3 Type and location for HVAC equipment to be generated by an accredited P. Eng and reviewed and approved by Tenant design team. Tenant to provide information of elements at 50% drawing review.
- 18.4 Landlord to provide sufficient capacity of fresh outdoor air to meet the tenant's occupancy load per ASHRAE 62.1 (version as referenced by local codes or current version if not referenced).
- 18.5 All required supply and exhaust ductwork (except for supply /return air drops from RTU's and exhaust ducts from exhaust fans), within the Leasable area will be by the Tenant. The Landlord shall provide required openings/ louvers. Tenant to provide Landlord with drawing indicating location for all required openings/ Louvres. All required curbs, other than RTU's shall be supplied and installed by the Landlord at Tenants cost. Location of roof curbs to be coordinated between Landlord and Tenant.
- 18.6 Landlord shall ensure that HVAC units are complete with the burglar bar option. (HVAC to be complete with burglar bars)
- 18.7 The sanitary exhaust and general exhaust shall be balanced to match plus and minuses inside the tenant space. Washroom exhaust and general exhaust shall conform to local Building Codes.
- 18.8 Landlord to provide and install roof exhaust fans for LTC/Flex room; Electrical room; Fragrance area and Cosmetic entrance. Refer to tenant standards and specifications. At Tenants cost

- 18.9 Washroom and Janitors room roof mounted exhaust fan c/w roof curb shall be provided by the Landlord. Required roof and wall exhaust sizing to be provided to the Landlord prior to construction by the Tenant. Tenant to complete duct distribution under Tenant work.
- 18.10 Start-up and commissioning of HVAC system to be by the Landlord. HVAC units shall be powered on permanent power and commissioned prior to handover. Landlord to provide start-up/ commissioning reports prior to possession.
- 18.11 Landlord to provide suspended gas unit heater in receiving area. See tenant standards. At Tenant cost.
- 18.12 Landlord to install burglar bars as per Tenant standards and specs for any opening larger than 10" x 10"

19.0 Services

- 19.1 Landlord shall provide all main services to the premises, including but not limited to domestic water line, fire line (if building is sprinklered) ~~main only all drops and modifications by Tenant,~~
- 19.2 If building is sprinklered main water service shall be min 6" Dia with adequate flow and pressure or as required by code. If building is not sprinklered, the minimum domestic water service shall be minimum 2" c/w adequate flows and pressure. Tenant requires minimum 50 PSI pressure at underside of main store ceiling level. Metering or check metering shall be installed by the landlord if required. If water supply pressure is greater than 80 PSI to store, Landlord to provide PRV set to 65 PSI. . Landlord to provide Backflow prevention valve if required by local Building Codes.
- 19.3 Landlord shall provide separately metered domestic water shall be a minimum of 2" c/w shut valve at location determined by Tenant.
- 19.4 Min Storm Sewer shall be 6" Dia or such other size as required by the municipality and able to accommodate the Tenant's requirements. Storm shall be located below frost depth and in accordance with local jurisdiction.
- 19.5 Min Sanitary Sewer shall be 6" Dia or such other size as required by the municipality and able to accommodate the Tenant's requirements. Sanitary shall be located below frost depth and in accordance with local jurisdiction.

- 19.6 Separately Metered Valved and capped Gas line will be provided into the Tenants' Premises based on the Tenants' requirements. Gas Load and capacity to be forwarded to the Landlord prior to construction.
- 19.7 All service shall be separately metered, connected and fully operational prior to Turnover Date. Account transferred to tenant.
- 19.8 Services passing thru Leased Premises shall be coordinated as not to interfere with Tenants décor and merchandising. All such services shall be insulated and identified as required to the Tenants requirements.

20.0 Plumbing and drainage

- 20.1 Landlord shall design and install all under slab and in-wall drainage as required by Tenant. Base building design and only the connection point will be provided by the LL.
- 20.2 Landlord to provide separately metered valved Domestic Cold Water connection into the Tenants' Premises. Provisions of domestic hot water to be provided by the Tenant. .
- 20.3 Landlord to provide underfloor drains, hub drains refrigeration Transit lines, Refrigeration Pits, rough-ins for W.C.'s, service sinks, dispensary & staffroom sinks, per Tenant standard drawings & specifications, to locations according to Tenant's drawings and specifications at Tenants Cost
- 20.4 Tenants requires minimum (4) - 3" plumbing vents to tenant (location of vents to be approved by tenant).
- 20.5 All clean-out locations to coordinated with Tenant approved layout.
- 20.6 Supply roof drainage as required with rain water leader locations coordinated with tenant's plans. Roof drainage shall be control flow if required. RWL shall be fully insulated within the tenant space and constructed tight to columns. Rain water leaders shall be placed on columns in such a manner as to minimize interference with store fixtures. All roof drainage shall be of Non Asbestos Containing Material.
- 20.7 All sanitary sewers shall be flushed and video inspected from the Store to the property line (outlet to the municipality) prior to handover.

21.0 Sprinkler system

- 21.1 Complete sprinkler system in premises shall be provided on a dedicated wet zone. Sprinkler system shall be designed in accordance with the latest edition of NFPA 13 **DESIGN OF THE SPRINKLER SYSTEM SHALL NOT INCORPERATE EXTENDED COVERAGE**. Location of sprinkler tree / sprinkler room (if Required) to be coordinated with Tenant and as per tenants final layout. Drops into cooler/freezer boxes by tenant. If applicable, fire department connection location shall be approved by Tenant prior to installation to ensure it will not interfere with Tenants fixturing.
- 21.2 Landlord will provide all necessary sprinkler alarm equipment and connections to a monitoring service, to suit base building layout only. Tenant's density information and design will be integrated. Landlord to provide an independent sprinkler zone for tenant premises and all sprinkler distribution for the Tenant's premises according to tenant's fixture layout and ceiling finishes and heights. All drops and modifications by Tenant
- 21.3 Landlord to provide a dry sprinkler system in all exterior canopies (if required by code for base building)
- 21.4 Landlord to provide sprinkler shop drawings and calculations to tenant for review and approval confirming design does not incorporate extended coverage and includes for class 4 coverage where required.

22.0 Refrigeration

- 22.1 The refrigeration condenser unit(s) for the tenants refrigerated equipment will be provided by the tenant and shall be located on the roof.
- 22.2 Location, quantity, size and weight of refrigeration condenser unit(s) shall be coordinated between Landlord and Tenant for structural coordination.
- 22.3 Landlord shall provide, install and coordinate all roof openings, with sleeves and curbs as required by the Tenant for tenant supplied refrigeration equipment at Tenant cost.
- 22.4 If during Site Plan Approval or Development Permit Approval the Municipality, Ministry of Environment or Noise Study Recommendations requires any of the following building items to be upgraded, all of which is not included in the Tenant's Allowance or "Cap". The Landlord shall engineer the building with the required upgrades. The following

items, but not limited too, will be reimbursed to the Tenant's if the Tenant is required to do the work:

Roof Screens – Visual or Acoustical
Screen Walls – Visual or Acoustical
Enclosed Loading/ Compactor area

- 22.5 Precast / Cast in place roof slabs shall be installed for easy access and servicing to tenant equipment on roof. (unless roof membrane allows for direct contact with surface.)

23.0 Electrical services

- 23.1 The Landlord shall provide a separately metered service **400A-347/600V 3P-4W** c/w disconnect switch and splitter. Location to be in the electrical room of the tenant's space in coordination with tenant engineer. Main entrance panel switchboard shall be provided and installed by the landlord as per tenant standards and drawings. All fit up distribution by tenant. Metering to be by Landlord in the tenant's electrical room, if possible. Services done by landlord in tenant's electrical room shall be coordinated with tenant's engineer. Provide certification to tenant prior turn over date.
- 23.2 Landlord shall coordinate provide and install all underslab slab electrical conduits including underfloor ductbanks, recessed floor monuments with tenant's underslab. All conduit on perimeter walls to be recessed in wall and terminated 12" above Tenant finish ceiling heights. At Tenants cost.
- 23.3 Landlord to provide permanent power for Tenant's equipment ~~not~~ limited to: dock levelers, temporary occupancy lighting, HVAC units,-receiving door heater, utility outlet on roof top unit for maintenance, door opener, fire alarm panel, booster pump (if required) and all other life and safety systems etc as per tenant standard drawings. Landlord supplied equipment shall be fully commissioned and operational prior to handover to Tenant, when possible.
- 23.4 Landlord shall be responsible to provide permanent power to tenant at handover. If permanent power is not available, Landlord will ensure a temporary power sufficient to operate HVAC systems, loading dock and provide the power to service the tenant during construction of the fit up work. All related work to transfer power will be done at the Landlord expense.

24.0 Fire Alarm

- 24.1 The base building Fire Alarm System will be designed to meet all applicable codes and regulations governing, for base building only. Fire alarm system, location of panels, alarms, pull stations, detectors, horns and strobes, etc ... to be coordinated with the tenant and to accommodate the Tenants finishing requirements. A suitably-sized fire alarm panel shall be provided by the Landlord, and have sufficient zones for the Tenant area allowing for future Tenant improvements. Where fire alarm is part of a larger base building system, Landlord shall ensure system is Code compliant and adequately sized

for all tenant fire alarm requirements including all additional zones and audible/visual devices. Landlord to provide fire alarm verification and certification prior to turnover date. Main panel to be located in the electrical room with a fire alarm annunciator panel in vestibule. Main panel shall be ready for connection to an exterior supervisory company. Where there is an emergency door with in the store area, the exit door shall be complete with maglock device connected to a by-pass key switch in the vestibule as per tenant's standard.

24.2 Annunciator Panel shall be: Mircom 'RA-1000 Series- Model ' BB1001D'

25.0 Communication Service

25.1 A new telephone conduit for the Leased Premises shall be provided in a location approved by the Tenant.

25.2 The Landlord shall provide in the Tenants main service location, a new telephone service connection consisting of 1 x 2" conduits c/w nylon pull ropes by Landlord for future connection to the Tenants main telephone board. The Tenant to provide the Landlord with the location of their main service location.

25.3 Service demarcation point is complete w/the protective equipment terminal (PET) installed.

25.4 Telus & Bell are the preferred service providers, but Aliant, KMTS (Kenora), MTS Allstream, Northern Tel, Sasktel, Telebec, Thunder Bay Tel are acceptable.

25.5 Landlord to provide confirmation of contact w/the service provider & that service will be complete 2 weeks prior to turnover.

25.6 The Landlord shall allow the Tenant the ability to install a satellite dish on the roof of the building at a mutually agreed upon location. The landlord shall provide, a roof cone for the Tenants use. (Location needs to be confirmed with the Tenant).

26.0 Site Related Construction

26.1 Handicap parking and barrier-free curb to be provided as per approved plans by Municipality.

26.2 Landlord to provide minimum parking ratio as approved by the municipality

26.3 Site lighting to be designed to provide for an average lighting level as approved by the municipality, using generally LED heads

26.4 Landlord to provide wall packs as required for loading dock, garbage disposal area and all perimeter exits as per Tenants drawings and specification. Exterior lighting light level design shall be compliant with municipality requirements.

26.5 Landlord shall design for a safe and speed reduced area in front of store entrance. Subject to municipal approval. (speed Bumps as required)

- 26.6 Landlord shall provide bollards to protect storefront and walkways as per tenant site plan and details and specifications. See tenant site plan for quantities. Subject to municipal approval.
- 26.7 Landlord shall provide protective bollards as required (Locations to be provided/approved by Tenant)Locations including but not limited to: Gas meter, Loading dock , Corner of the building at loading area, Garbage Enclosure area, Entrance / Sidewalk/ Ramps as per Site Plan shall be provided at nose in parking along storefront, Parking Spaces requiring Signage.
- 26.8 Temporary Signage: Landlord acknowledges permission for Tenant to erect a temporary 'coming soon' signage for the site during construction. Subject to municipal approval. With such signage located off the building (self supported within the site)
- 26.9 Landlord shall be responsible for all off-site construction that is required, for example (but not limited to) road widening and improvements, entrances, traffic signal(s), intersection improvements, services and utilities, including relocations as shown on the site plan and to local municipal standards. Landlord will make best efforts to ensure all off-site work is complete prior to store opening date.
- 26.10 All offsite landscaping including berms, special features, curbs, sidewalks and walkways, fencing, retaining walls, sound attenuation walls and bylaw enforced signage, as required by the municipality in any agreement. Irrigation will be the responsibility of the Landlord, at the Landlord's option.
- 26.11 All costs relating to environmental decommissioning and remediation to standards for retail commercial development set by the provincial Ministry of Environment and any other relevant authority with copies of any required certificates including "Record of Site Condition" with a full depth option addressed to the property owner and the municipality to be provided. Documents shall be made available to the tenant if requested.
- 26.12 All site landscaping, including irrigation (when required), walkways, retaining walls, fencing, sound attenuation walls, curbing, bollards, guiderails and by-law enforced signage, as required by site plan agreement or development permit.