Bay Adelaide Centre Retail Tenant Design Criteria

A PREMIER ADDRESS IN DOWNTOWN TORONTO

East Tower - 22 Adelaide Street West West Tower - 333 Bay Street North Tower - 40 Temperence Street

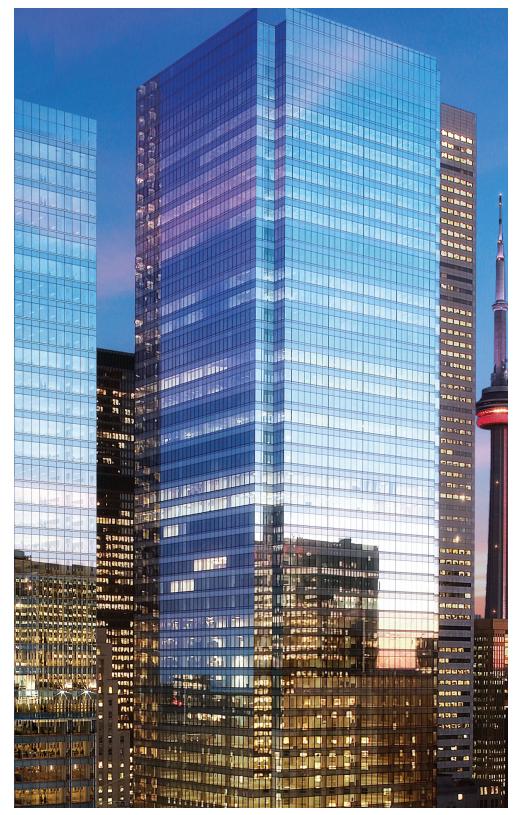


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1. Introduction



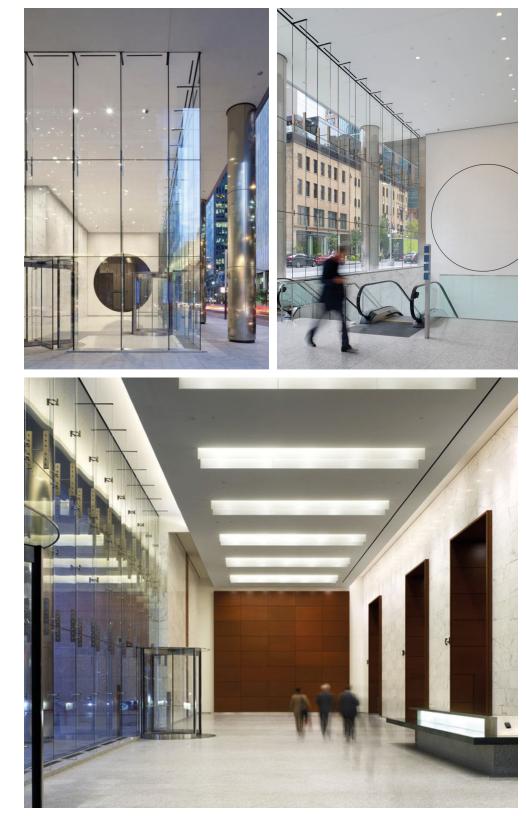
1.1 Welcome to Bay Adelaide Centre

Bay Adelaide Centre is one of Toronto's premiere office towers. It is located in the heart of the financial district.

Connected to the underground PATH System, Bay Adelaide Centre is steps away from major hotels, retail and entertainment centres. In the heart of Toronto, the Bay Adelaide Centre serves over 60,000 people daily with a variety of stores and services.

In today's competitive retail environment, creating dynamic and inviting storefronts is essential to enticing time-pressed shoppers. While Bay Adelaide Centre encourages originality and ingenuity in store design, we also must maintain a certain degree of overall design consistency.

We are pleased to present our Retail Design Criteria Manual to provide you with extensive guidelines on ensuring your project meets our standards.



1.2 Building Directory

Landlord Contacts

Owner/Landlord	BAC Retail Concourse Ltd. And			
	VPMA Bay Adelaide Property Ltd.			
	c/o Brookfield Properties (Canada) Inc.			
	181 Bay Street, Suite 700			
	Toronto, Ontario			
	M5J 2T3			
Property Manager	Brookfield Properties (Canada) Inc.			
	Management Office			
	Concourse level			
	333 Bay Street, Suite C131			
	Toronto, Ontario			
	M5H 2R2			
	Liann Rea, General Manager			
	Tel: 416.966.7519 / Fax: 647.260.1102			
	liann.rea@brookfieldproperties.com			
	<u></u>			
Building Operations:	Scott Rees, Senior Manager Operations and			
Electrical/ Mechanical	Technical Services			
	Tel: 647.260.1104 / Fax: 647.260.1102			
	scott.rees@brookfieldproperties.com			
Construction Services	Brookfield Place			
Project Managers	181 Bay Street, Suite 700			
· · · · · · · · · · · · · · · · · · ·	Toronto, Ontario			
	M5J 2T3			
	1000 210			
	James Elliott, Project Manager			
	Tel: 416.369.4909 / Fax: 416.369.8264			
	james.elliott@brookfieldproperties.com			
	james.emottebrookneidproperties.com			
	Rowena DeLasAlas, Project Manager			
	Tel: 416.966.7539 / Fax: 416.369.8264			
	rowenajoy.delasalas@brookfieldproperties.com			

Building Contacts Andrew West, Property Manager Tel: 647.260.1149 / Fax: 416.963.2828 andrew.west@brookfieldproperties.com

Lindsay Smith, Manager, Tenant Services Tel: 647.260.1108 / Fax: 647.260.1102 lindsay.smith@brookfieldproperties.com

Joan Empamano, Coordinator, Tenant Services Tel: 647.260.1112 joan.empamano@brookfieldproperties.com

Security/Control Centre 647.260.1136 Elevator/Garbage bin booking647.260.1153 (<u>BAC.Dock@brookfieldproperties.com</u>) Loading Dock 647.260.1153

Security/Life Safety 647.260.1136 Housekeeping 647.260.1141 (BAC.Cleaner@brookfieldproperties.com)

1.3 Consultant Directory

Building Code Consultants LRI Engineering Inc.	LRI Engineering Inc. Tel: 416-515-9331 170 University Avenue 3rd Floor - Box 1 Toronto, ON M5H 3B3	Structural Engineers	Entuitive Corporation Jamie Hamelin Tel: 647-401-5416 200 University Avenue, 7th Floor Toronto, ON M5H 3C6
LEED Consultants	Enermodal Engineering LTD Stephen Carpenter, P. Eng. Tel: 519-743-8777 ext. 227 582 Lancaster St. W Kitchener, ON N2K 1M3	Electrical Engineers	Mulvey & Banani International Inc. Rob Marcuzzi Tel: 416-751-2520 ext. 213 90 Sheppard Avenue East Suite 500 Toronto, ON M2N 3A1
Architects	WZMH Robert Sampson Tel: 416-961-4111 95 St. Clair Avenue West, Suite 1500 Toronto, ON M4V 1N6	Mechanical Engineers	TMP Consulting Engineers Tony Dingman Tel: 416-753-8870 285 Yorkland Blvd. Willowdale, ON M2J 1S5 The Aquila Group David Ng Tel: 416-340-1937 40 University Avenue, Toronto, ON M5J 2H7

1.4 Introduction to the Tenant Design Criteria Manual

Our Retail Tenant Design Criteria Manual has been created to ensure that all new store designs or renovations/alterations to existing stores are in keeping with Bay Adelaide Centre's established operational and design specifications.

This Manual is prepared to assist and introduce our Tenants, the Tenant's Consultants and Tenant's Contractors to the building standards used in the design and construction of office and retail premises in this Building. This standard will also set out the procedures, practices, rules, and regulations which will be applied to the Tenant's development of Tenant Work.

The Retail Tenant Design Criteria Manual is to be read in conjunction with and form part of the Lease. In the event of any conflict between the Retail Tenant Design Criteria Manual and the Lease, the provisions of the Lease shall prevail.

To ensure the design integrity of Bay Adelaide Centre, all procedural guidelines for tenant premises work as specified in the individual lease documents is mandatory. Nevertheless, it must be clearly understood that in the event of any ambiguity of, or omission to the wording in this document, the approval authority to proceed or not to proceed with tenant work will remain solely with the Landlord. It will also be the Tenant's responsibility to ensure that a copy of this Manual is provided to their Consultants, General Contractor and Sub-Contractors (hereafter called The Contractor(s)) or any other person employed by them and that both the Tenant, its Consultants, Contractor(s) or any other person, adhere fully to the directions provided herein. Failure by the Tenant or its Designer(s), Contractor(s), or any other person employed by it, to comply with any of the general or specific guidelines because of a lack of understanding in, or awareness of, the Retail Tenant Design Criteria Manual will not be accepted by the Landlord's Representative.

It is essential that the Tenant and/or designer and/or space planner visit the site to inspect and verify all site conditions prior to the commencement of design work.

The Tenant is responsible for the production of accurate and complete working drawings for the proposed construction within the Leased Premises. Although the Landlord will supply the Tenant with Lease Outline Drawings (LOD's) if available, neither the Landlord nor their representatives shall be responsible for the same and the Tenant must verify the as-built conditions prior to commencement of the Tenant's design.

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 apply to any Tenant's Work undertaken after the addition or amendment has been issued and shall be complied with by the Tenant at its expense.

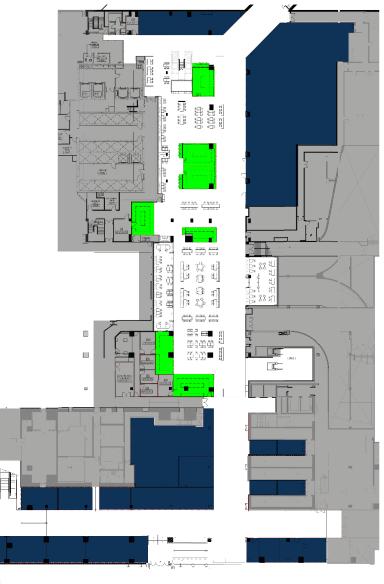
1.5 Retail Key Plan

This plan is diagrammatic and is intended only for the purposes of indicating the applicable criteria locations.

1.6 Landlord's Base Building Materials

The base building materials outside of Tenant areas are as follows:

- General floor finish: Ipanema Beige Granite, 300mm x 300mm x 10mm, honed, grain direction at 45 degrees to tile edge.
- Food court floor finish: Quartz tile
- Drywall ceiling: 13mm Gypsum Board with white paint to match existing drywall ceiling paint finish. Specifications must be submitted to the Landlord for review.
- Columns and demising caps: White Carrara Statuario marble slab 20mm thick, high honed finish and stainless steel.
- Walls: White Carrara Statuario marble slab 20mm thick, high honed finish



Legend

Lease Line

Retail tenant Food court tenant

1.7 Glossary of Terms

The following are definitions for terms referred to in this criteria:

Tenant Lease Line: The line between the Tenant's leased premises and the mall common area. Tenant Work must be limited to the Tenant side of the Lease Line.

Closure Line: Is defined by the location of the Tenant's closure system, on or behind the Tenant Lease Line. Base building design element (i.e. column, wall, floor) finishes must be continued, by the Tenant, from the Tenant Lease Line to the Closure line. Tenant's finishes can not extend outside the Closure Line into the mall area.

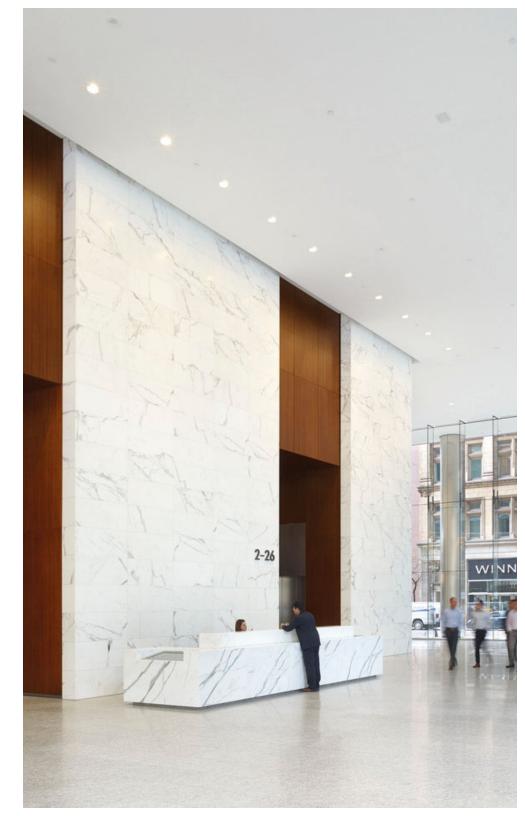
Landlord Control Zone: In order for the Landlord to control the quality and diversity of storefront installations within the mall, it is imperative for certain standards to be maintained. The Landlord's Control Zone is an area across the entire width of the Tenant's storefront, extending from the Tenant's Lease Line into the space as indicated for each storefront type.

The Landlord reserves the right to approve, reject or request modifications to the Tenant's design, quality of detailing, finishes and materials, lighting, signage, security system and closure system within this area in order to maintain the standard of design and quality of finishes throughout Bay Adelaide Centre. **Signage Zone:** An area on the storefront in which the Tenant's signage must be installed.

Demising Cap and Columns: A standard base building marble/ stainless steel column or demising cap, found at the end of demising walls separating tenants.

Retail Zone: Is defined by the entire retail area that is visibly open to the public from the Mall space. The Retail Zone extends from the Tenant Lease Line to the Tenant's back wall, including the complete merchandising area. The Landlord reserves the right to approve, reject or request modifications to the Tenant's design, quality of detailing, finishes, materials and lighting within this entire area.

2. Retail Design Guidelines



2.1 Retail Storefront Design

The following criteria are to be considered and incorporated into the store designs:

- One of a kind storefront designs will be required.
- Tenant storefront construction shall not project beyond the Tenant's lease line, including moldings, or any other architectural elements.
- Signage elements are permitted to exceed the lease line up to 4" into the mall space.
- Tenants shall maximize the use of glass to maintain a show window type concept. The storefront shall be a maximum of 90% transparent. The storefront transparency has to be fenestrated or treated with appropriate architectural materials.
- Store openings shall not exceed 40% of the entire storefront width.
- Frameless glass storefronts are encouraged. Patch fittings, butt joint glass detailing and minimal hardware are suggested.
- The retail tenant's spaces will be divided with a demising cap. Tenants may have a combination of any two demising elements. The type of dividing cap will be determined by the tenant coordinator. For all special demising cap conditions, i.e. corner location or others, Tenant must coordinate with Landlord.
- The Landlord's floor finish will extend up to the tenant's lease line. The tenant shall provide the floor finish within their lease space.

- Tenant shall not attach to landlord's stone / stainless steel cladding by means of mechanical fasteners.
- Standard extruded aluminum metal window framing will not be allowed. Channel metal glazing bases must not exceed 100 mm (4") high. Brushed stainless steel or chrome framing are the only accepted materials.

2.2 Landlord Control Zone

The Landlors Control Zone is the first 5'-0'' from the lease line into the tenant space. As the appearance and design of the Landlord Control Zone is critical to the overall store appearance, all Tenants must comply with the following criteria:

- High quality hard surface flooring such as natural wood, stone or porcelain tile must be used throughout this zone.
- Ceiling materials shall be gypsum board, wood or other type of quality architectural material.
- LED lighting shall be used. Environmentally-friendly lighting solutions are strongly encouraged.
- Sprinkler heads in the ceiling shall be fully concealed with cover plates.
- Show windows which will support dynamic store window displays are encouraged.
- High quality noble materials and finishes shall be used.
- Mobile display fixtures or merchandise, either temporary or permanent, must be placed behind the Tenant entry door closure line. Merchandise racks and display fixtures must not block customer traffic flow in and out of the store.
- Television monitors installed within the Landlord Control Zone can be incorporated into the overall design, but cannot be visible from the common mall area, and must be approved by the Landlord.

- Freestanding temporary signage or poster holders are not allowed outside of the Tenant closure line and cannot impede traffic flow in and out of the store.
- Acoustical tile ceilings and open ceilings will not be permitted.
- Carpeting and vinyl tile will not be permitted.
- Exposed fluorescent tube light fixtures will not be allowed.
- Monitors, if allowed, and speakers shall not transmit any sound or image into the Landlord's common mall area.

2.3.1 Primary Signage

In order to promote retail individuality along the shopping promenade, tenants are encouraged to provide interesting and unique storefront signs on their facades.

All tenants must have one primary storefront sign for the purpose of store identification only.

This sign must be limited to the trade name (as agreed to in the lease documentation with the Landlord) and logo; advertising or product names can not be displayed as part of the signage.

- Signs must be located within the designated Signage Zone, and must not exceed 40% of the total storefront length and within the Signage Zone. Lettering and icon heights within the Signage Zone are subject to Landlord's approval.
- All conduits, transformers or other related equipment must be completely concealed from view from the mall. Exposed brackets or fastenings must be painted out to minimize their appearance. Manufacturers' or government labels must be concealed from view.
- Illuminated or non-illuminated graphic panels or boxes, if located within the Landlord Control Zone, may be permitted, subject to Landlord approval.
- Signage may be silhouette (halo type) reverse channel letters, illuminated front face letters, three-side illuminated channel letters.
- Internally illuminated cabinet sign with routed out copy and push through acrylic letters are permitted. The sign cabinet must be recessed, or fully integrated into the façade design.
- LED or other environmentally-friendly lighting solutions are strongly encouraged.

- Signs must not be attached to or suspended from the ceiling.
- No flashing, blinking, animated or audible signs will be permitted.
- Visible or exposed light sources will not be permitted.
- Neon lighting

2.3.2 Secondary Signage

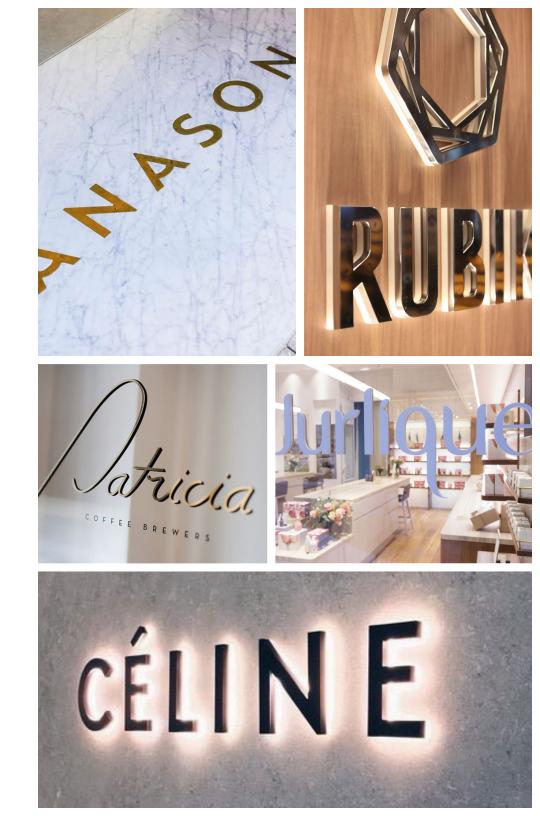
Tenants may be permitted to have a secondary signage at the storefront, subject to Landlord's approval.

Acceptable types of secondary signage may be:

- Sandblasted, etched or vinyl letters / logo on the storefront glass, cut-out metal or wood letters inside the storefront display windows. Vinyl letters / logo are to be mounted on the interior side of the tenants space only.
- Mosaic tile inserts within the tenants floor finish and behind the closure line.
- Secondary signage must be subtle, and should not compete with the primary signage. It cannot cover more than 0.14 sq.m (1.5 sq.ft.) in total area for the storefront.

While the signs below may be acceptable in another environment, they would not be acceptable at Bay Adelaide Centre:

- Exposed or surface mounted box signs.
- Exposed neon tube or open face channel letters with exposed neon tube.
- Paper, cardboard, cloth, foam or other signs that are not professional in appearance.



2.4 Storefront Materials and Finishes

The Tenant storefront materials are critical in creating a quality and dynamic retail experience. To remain consistent with the noble materials used in the Centre, and to maintain a high standard of design and retail animation, Tenants are encouraged to use natural and durable materials of superior quality.

All materials are to be installed over a durable substrate, and must be long lasting with minimal maintenance requirements. All storefronts shall comply with all governing and applicable building and fire code requirements.

The Landlord reserves the right to reject or request substitutions or adjustments to the proposed finishes. All materials must be approved by the Landlord prior to installation. Nothing is to be attached to the Landlord's finishes.

Acceptable facade materials:

- Tempered glass
- Sandblasted, stained, or etched glass
- Honed, polished or bush hammered natural stone
- Quality porcelain
- Mosaic tiles
- Stainless steel and chrome
- Polished, brushed or textured metals
- Finish-grade figured hardwood, stained and/or lacquered
- Quality acrylic surfaces, polyester resin

Unacceptable facade materials:

- Painted drywall, wallpaper
- Slatwall or pegboard
- Painted metals
- Plastic laminates
- Simulated plastic laminates: brick, stone, wood, etc.
- Vinyl or fabric wallcovering
- Mirrored finishes
- Distressed wood, masonite, plywood paneling, knotty pine, painted wood
- Metal laminates
- Non-signage applied vinyl letters or stickers

2.5 Storefront Security Systems

- Storefront electronic security systems and any other shoplifting detection devices must be integrated into the Tenant's storefront design. Any such devices must be concealed from view.
- Any theft detection/security device system must be submitted with the overall design submission. No system shall be installed unless approved by the Landlord. Failure to comply with this approval process will result in the removal of such systems by the Landlord at the Tenant's expense.
- All wiring to the security systems must be concealed from view. Power poles and wiring channels exposed to view are not permitted.
- After hours security systems should be monitored off site by tenant. No audible alarms are permitted after hours.



2.6 Closure Systems

- Tenants must provide glass closure systems, which may include pivoting doors, sliding doors, bi-folding glass doors, etc. Frameless glazing is required, although exceptions may be allowed subject to Landlord's approval. Sliding glass doors may be concealed within a pocket. All door tracks, top and bottom must be recessed flush into their surrounding surfaces.
- Swinging glass doors may be left apparent in an open and locked position as long as they do not exceed the lease line.
- Sliding storefronts must be clear glazed and be of a single track variety to minimize interruption of floor finishes. A second sliding glass panel may slide behind the first fixed panel, creating a show window.
- Storefronts can have a maximum entrance opening of 40% of the entire façade.

Not permitted:

- Fully open storefronts are not permitted.
- Solid doors, roll-down or sliding grille type closures and garage doors will not be permitted.
- No multiple stacked glass panels are to be exposed.





2.7 Store Interior Design Criteria

- All Tenants are required to provide a high quality, finely detailed and unique interior environment. Interior finishes for flooring, walls, ceiling, lighting, furnishings and décor are to be long-lasting and of superior commercial quality.
- All trade fixtures shall be new and of durable quality and finish consistent with anticipated heavy duty public use.
- All transitions between floor finishes of unequal thickness are to be accomplished by a gradual transition with floor leveling compound to create a smooth and level walking surface.
- Carpeting, if used within the sales area, shall be of the highest quality (minimum 32 oz quality).
- All ceiling construction, including drywall bulkheads and ceilings, are to be properly supported and braced to the building structure.
- The Tenant must submit full details indicating finish treatment at expansion joints where they occur within the retail space.
- Tenant must provide access panels where required to service Landlord and Tenant's electrical and mechanical servicing. Coordinate with base building mechanical and electrical personnel.

Not permitted:

- Standard acoustical tile ceilings will not be permitted within the sales area.
- Vinyl tile or any other sheet flooring goods, as well as simulated materials such as simulated wood planks.
- Tripping hazards such as carpet trim strips and noticeable reducer trims.





2.8 Interior Lighting Requirements

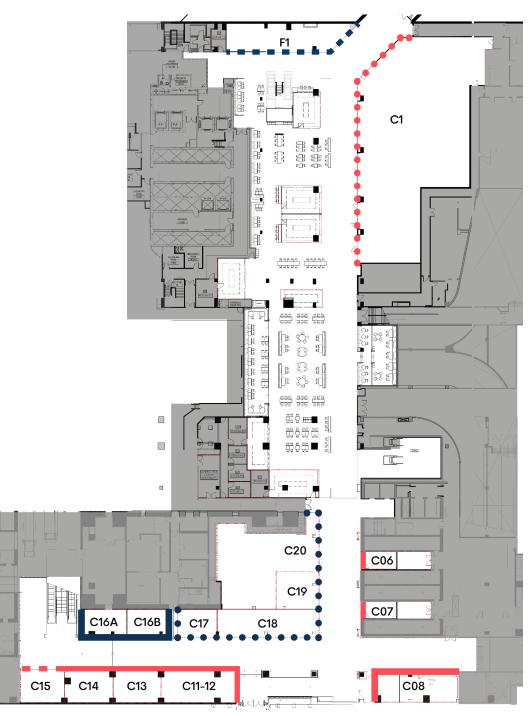
- Tenants must have dramatic and well illuminated storefronts, emphasizing their visual presentation, display windows and architectural features. Refer to Landlord Control Zone criteria for further details.
- Tenants must have a well illuminated sales area. Appointed accent lighting and varied lighting levels that will create drama and interest is encouraged. Light levels of 25 45 foot candle (F.C.) for general merchandise and 125 225 F.C. for feature displays are required.
- All light fixtures shall be of high quality commercial grade.
- All light fixtures and installations must conform to all applicable building and construction codes and regulations.
- Tenants are required to use low energy consumption luminaries.
- Recessed or decorative pendant luminaries are acceptable. Decorative pendant lights can be introduced as architectural feature lighting.
- Lighting in coves is to be stagger-mounted for continuous illumination and to prevent hot or dark spots.
- Fluorescent lighting will be allowed as recessed accent lighting for cabinets and counters and is not to be visible by the customers.
- LED or other environmentally-friendly lighting solutions are strongly encouraged.

- No lighting shall be installed in the Landlord's storefront bulkhead or outside the demised premises other than those installed by the Landlord.
- Suspended or surface mounted track lighting systems will not be permitted.
- Exposed fluorescent or standard fluorescent light fixtures of any kind will not be permitted in the sales area and may only be used in non-public, backstore areas.
- No lamps or bulbs will be permitted that are directed or aimed into the mall.
- No mercury vapour or high pressure sodium lamps, strobe, spinner, chase, or moving type lighting will be permitted.
- Exposed or unshielded neon tube lighting.

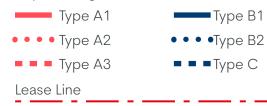
3. Architectural Design Details



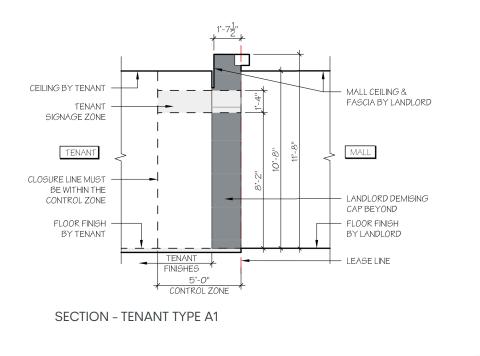
3.1 Retail Types and Key Plan

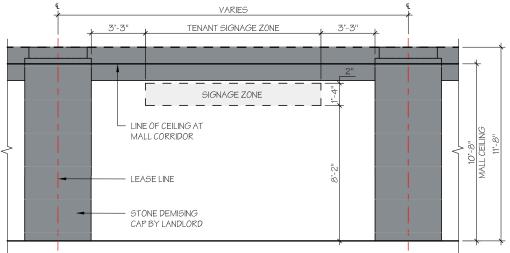


Key Plan Legend

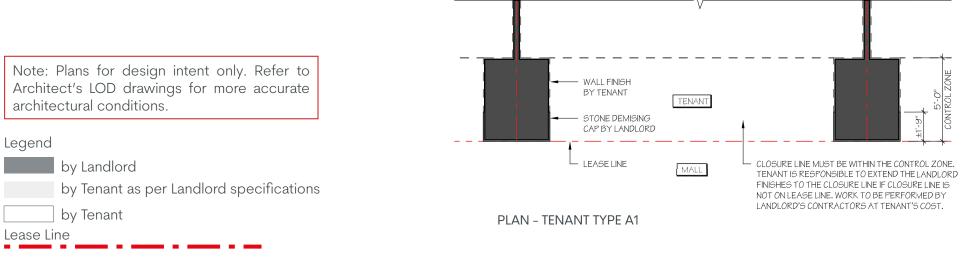


3.2.1 Type A1

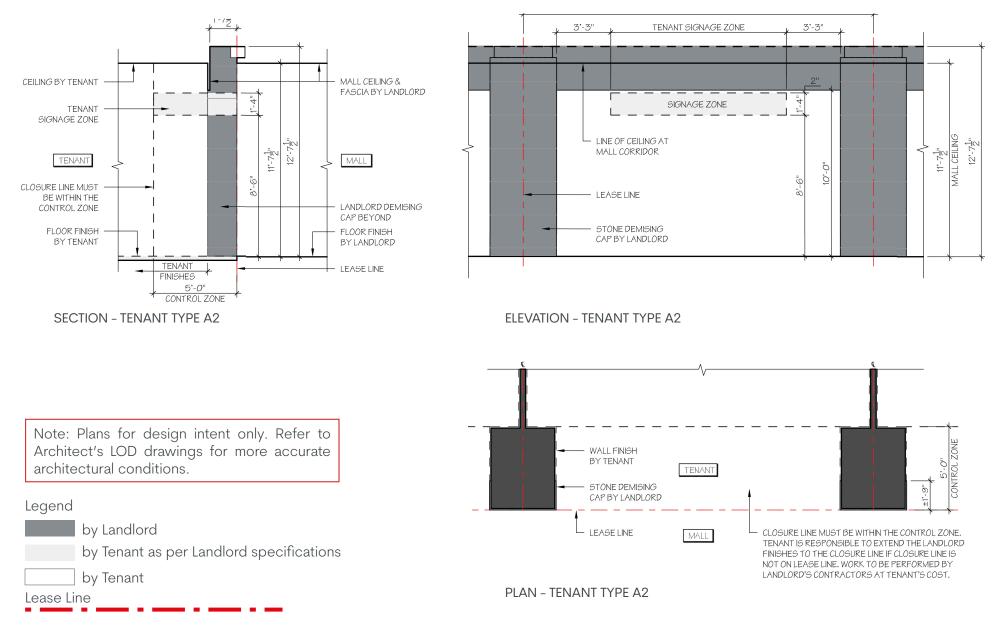




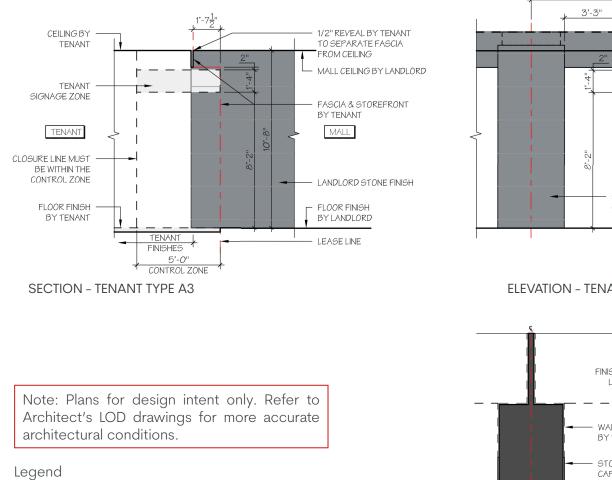
ELEVATION - TENANT TYPE A1

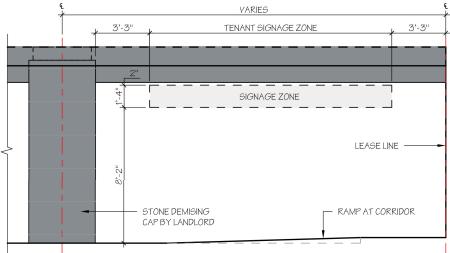


3.2.2 Type A2

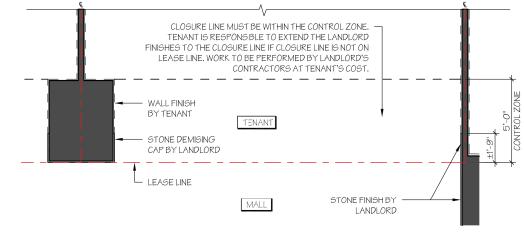


3.2.3 Type A3





ELEVATION - TENANT TYPE A3



PLAN - TENANT TYPE A3

Brookfield Properties

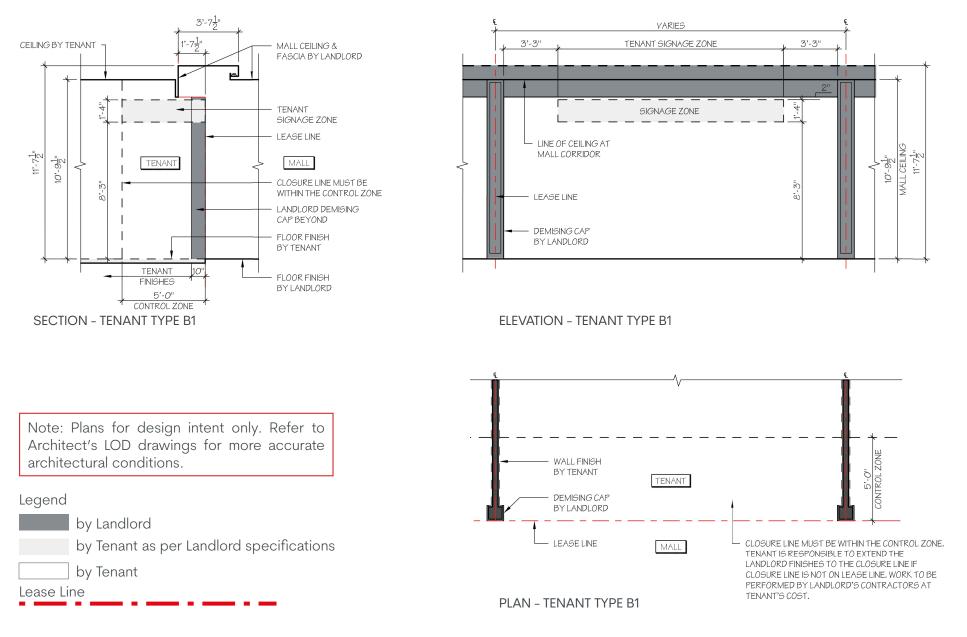
Lease Line

by Landlord

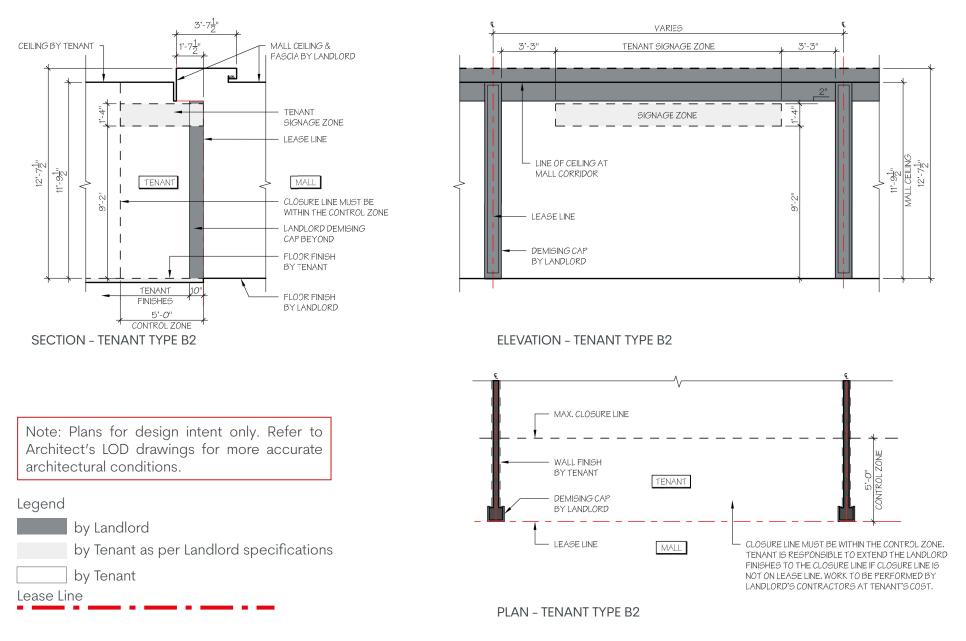
by Tenant

by Tenant as per Landlord specifications

3.2.4 Type B1

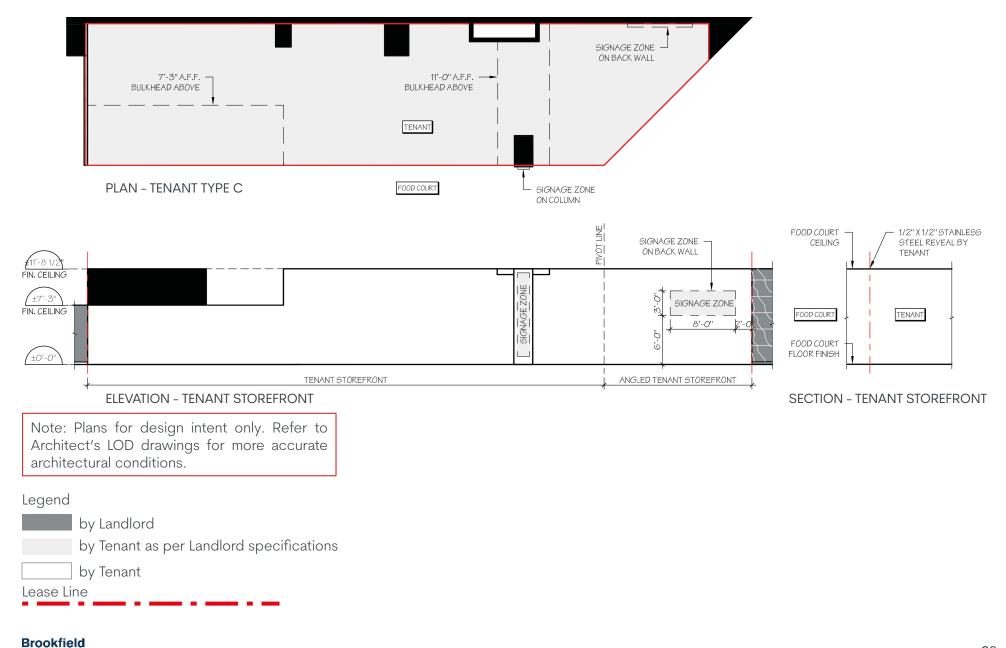


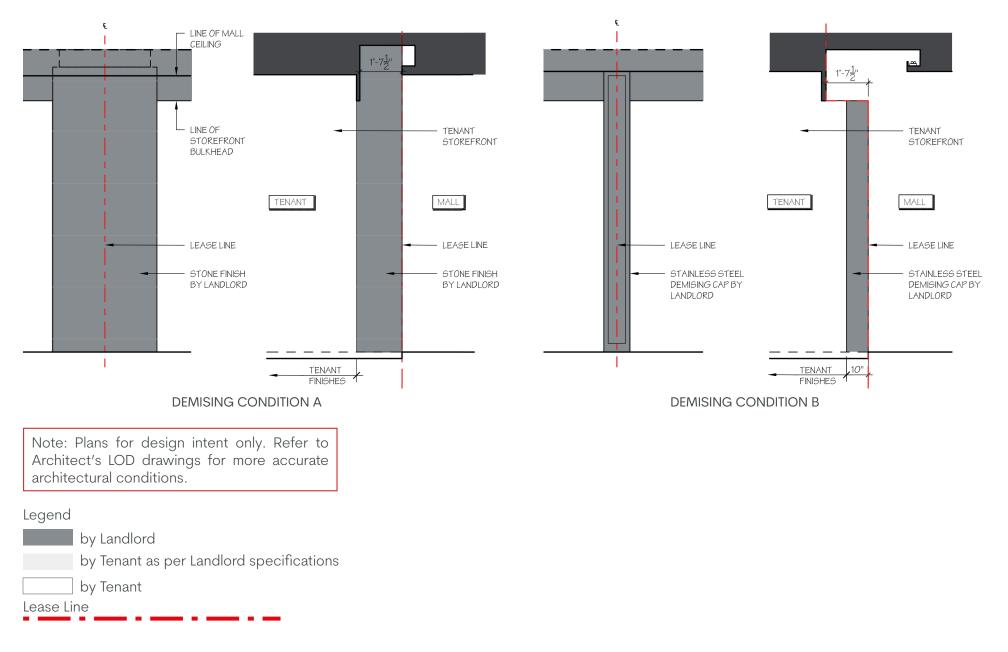
3.2.5 Type B2



3.2.6 Type C

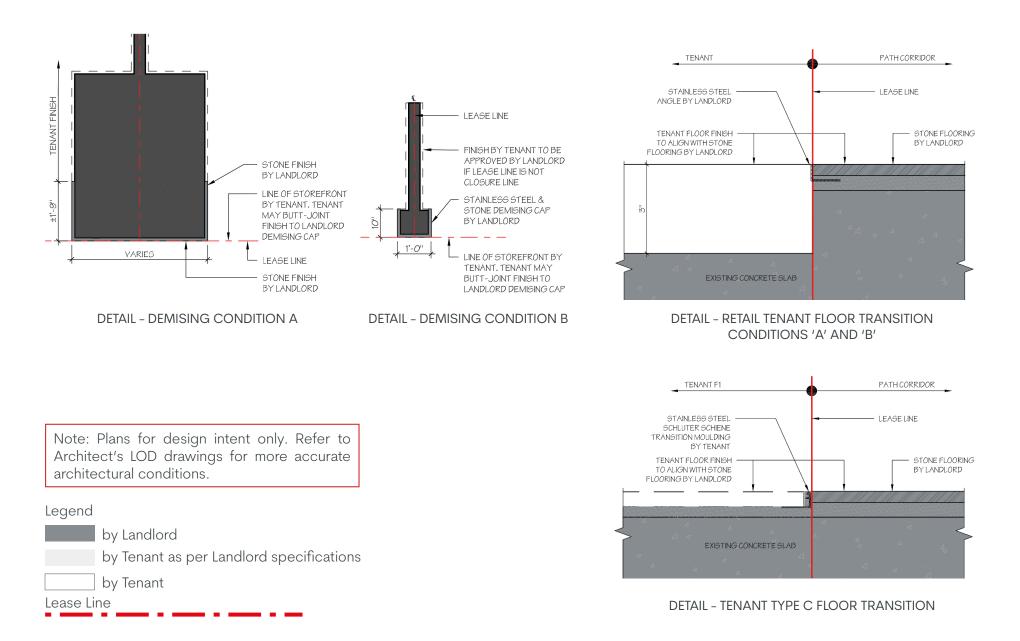
Properties





3.3 Demising Conditions

3.4 Demising Details



4. Food Court Design Guidelines



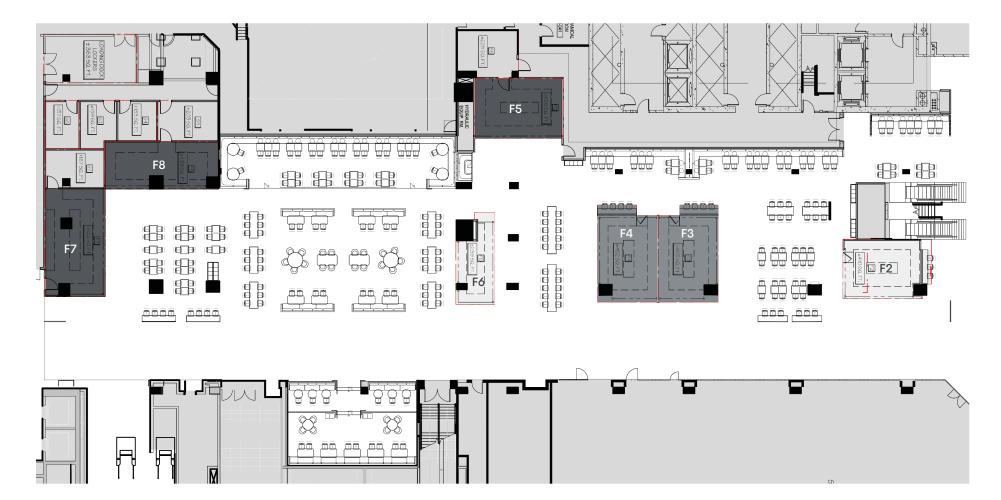
4.1 Design Approach

Bay Adelaide Centre's striking architectural features and sophisticated material palette provide inspiration for the new North Tower food court. The design is thought to be simple and elegant, providing a break from the fast-paced nature of the downtown core. The design vocabulary offers clean lines, vistas both grand and intimate, with subtle lighting and natural materials.

To maintain the high standards of the Bay Adelaide Centre, the entire service area visible to the public is considered the Landlord Control Zone. All Tenants must comply with the criteria as detailed in this section.



4.2 Key Plan



Key Plan Legend



in-line tenant (hood allowed)

island tenant (hood allowed)

island tenant (hood not allowed)

tenant lease line

4.3 Materials and Finishes

- The Landlord reserves the right to reject or request substitutions and/or adjustments to the proposed finishes. All materials must be approved by the Landlord prior to installation.
- All materials must be high quality durable finshes. They are to be installed over a durable substrate to be of long-lasting quality craftsmanship with minimal maintenance requirements.
- Metal may be used in architectural details, hardware panels and other applications. The gauge, detailing, and finish of all metal surfaces must be suitable for food service and heavy wear. All metal finishes must be accepted by the Local Health Authority.
- The Landlord must review any artificially weathered patina finishes for acceptability.
- All finishes in food preparation areas and servery are to comply with local sanitary regulations. All finishes and materials shall comply with all governing and applicable building and fire code requirements.
- Nothing is to be attached to the Landlord's finishes.

Materials permitted:

- Polished, brushed, factory-applied paint, natural stainless steel finishes, anodized aluminum or textured metals
- Tempered glass and laminated glass
- Porcelain, glass tiles and mosaic tiles
- Quality acrylic surfaces
- Finish-grade figured hardwood, stained and/or lacquered
- Stone (i.e. marble or granite)

- Quartz (i.e. Caesarstone)
- Solid surface materials (i.e. Corian, Avonite, etc.)
- High end custom vinyl
- Wood veneers (shop quality finished)
- Precast concrete elements

Materials not permitted:

- Plastic laminate countertops in the servery area.
- Simulated plastic laminates such as brick, stone, wood, etc.
- All field painted finishes and field stained wood finishes
- Painted drywall
- Masonite board
- Grid panel
- Off-gassing materials
- Slot wall, slatwall or peg board
- Mill finished aluminum
- Plexiglass type materials
- Mirror finishes
- Fabric wallcoverings
- MDF, plywood paneling, etc.
- Stucco
- Thin gauge metal

4.3.1 Flooring and Baseboards

- Tenants are not permitted to core drill or cut openings in any part of the base building structure without prior approval of the Landlord.
- All flooring in Servery Area is by Tenant as per Landlord specifications (refer to TOD for details).
- Flooring is to have a waterproof membrane installed under the Tenant non-slip flooring finishes.
- The Landlord floor finish extends 6" beyond Tenant lease line. The Tenant floor finish and schluter are to meet the Landlord finsh.
- All baseboards throughout the Food Court are in the same finish. Within the leaseable space, the baseboards are to be brushed stainless steel by Tenant, unless permitted otherwise by the Landlord.

4.3.2 Ceiling

- Sprinklers, HVAC systems, linear diffusers and access panels are to be located by the Tenant's mechanical, electrical, and plumbing consultants and to be reviewed and approved by the Landlord's design review committee.
- Sprinkler heads are to be concealed type and match the ceiling finish.
- Ventilation and air returns must be finished to match adjacent ceiling.
- The Tenant ceiling in the Servery Area is to be gypsum board with washable quality paint finish as per Landlord specifications: Benjamin Moore, paint: Latex 100% Acrylic, colour: #CC-10 Ultra White, finish: Eggshell





4.3.3 Walls

Locations for Landlord installed demising framing are shown on individual TOD's.

In-line Tenant:

• Finish of walls within leasable space is by Tenant.

Island Tenant:

• Demising low walls are located between each Tenant, between preparing counters and Landlord counter seating. Demising lowwall and cap is by Landlord. The wall finish within the leasable space is by Tenant for Landlord review and approval.

4.3.4 Columns

- Column finish insert is by Tenant as per Landlord specifications: Ceragres, series: Marmoker, colour: Bianco Vietnam, finish: Lucida, format: 46"x102"
- For consistency throughout the Food Court, the column base is by Landlord.





4.4 Counter

- Integration of all visible Tenant equipment is an essential requirement in the unit's design proposal and must be carefully detailed to highlight the Tenant's display.
- An interesting play of heights and depths is strongly encouraged.
- Counter design must include any service items as an integral part of the overall design; i.e. condiments trays, beverage servers, ice distributors, garbage displosal shall be recessed or be cladded in such a way as to be part of the whole.
- All wiring must be concealed.
- Equipment and sneeze guards must not exceed 5'-6" in height, and the placement and design is subject to Landlord review and approval.
- Sneeze guards must be custom-made and frameless whenever possible.
- All equipment located in the Servery Area shall be finished in the same colour. All finishes must respect sanitary regulations.
- Tenants must incorporate tray surfaces and storage into their counter design.
- Tray surface shall be in recessed or be clad in such a way as to be part of the overall design.
- Tenants are strongly encouraged to place equipment in the cooking area rather than the servery area.

Not permitted:

- No part of the food unit shall allow for "self-serve" by clients from the Food Court or the PATH.
- Tray rail system or trays sitting on Tenant's counter top.
- Equipment displaying promotional product brand names at the counter in the Landlord Control Zone.
- Drink dispensers at the front counter line.
- Freestanding equipment.
- Kitchen equipment branding may not be displayed.
- Modular "Lego" style island with visible connectors.
- Fixtures or merchandise, either temporary or permanent beyond Tenant's lease line.
- Promotional and advertising posters, temporary or permanent, anywhere in or on the kiosk.
- Island display cabinetry is for display only. No storage or merchandise may be visible to the public.
- Pegboard, slot and slat walls, and wall standards.

4.5 Seating and Furnishing

The Food Court design intent is to promote interactivity between operators and customers by promoting visual sightlines to and around Tenant units. Tenants must encourage views towards their Servery Area.

Counter seating has been planned and provided by Landlord to promote visual interaction. It is the Tenant's responsibility to ensure the counter seating areas are clean at all times. Tenants (F2, F3 and F4) must include counter seating within their leasable space.Tenant may select one of the Landlord specified bar stools. Proposed model and finish(es) are for Landlord review.



Opt. 1

Form Barstool

- Supplier: Normann Copenhagen
- Suggested Seat and Back finish: Black polypropylene
- Suggested Legs, Footrest and Stretchers finish: Brass plated steel



Opt. 2

Nolita 3658 Barstool

- Supplier: Suite 22 Contract
- Suggested finish: Powder-coated steel in neutral colours (White, Grey, or Black)



Opt. 3

Bardot Met Barstool

- Supplier: Suite 22 Contract
- Suggested Seat and Back finish: Crypton fabric or vinyl in Tenant's accent brand colour
- Suggested Legs and Stretchers finish: Black metal

4.6 Tenant Identity and Food Display

- Staff must maintain an impeccable presentation of themselves and their unit. Presentation must be organized and neat at all times.
- Displays must be clean and well organized at all times.
- Excessive amounts of items should not be displayed; Storage boxes, trash cans, etc. should be hidden.
- Food display must stay within the Tenant's premises.
- Seasonal visual merchandising changes are encouraged.
- Tenants are subject to routine inspections by Landlord Operations.
- Tenants can integrate exhibition cooking and food display as a way to express the quality and freshness of their product.

Not permitted:

- Visible overstocking and clutter (no boxes, piles of unsorted merchandise, etc.)
- Freestanding promotional items set out on counters.
- Tenants are not permitted to display seasonal decor without the Landlord's written approval. This includes, but is not limited to: holiday string lights, countertop seasonal accessories, fake snow, and seasonal decorative graphics.









4.7 Dinnerware and Packaging

Similar to the Food Court design, dinnerware and packaging used by each tenant must reflect the elegant simplicity and sustainable quality of the overall venue. The Landlord has chosen a strategy for dinnerware that allows for the greatest flexibility for each tenant: green disposables.

Each tenant is strongly encouraged to adopt a packaging and dinnerware plan that holistically showcases both the design of the venue and maintains a high level of sustainability through the use of recycled content and sustainable materials. Packaging and dinnerware elements should reflect the attention to detail.

- All Tenants will engage a design professional in establishing their graphics and branding strategy, and will incorporate this strategy in all packaging and food service materials.
- Tenant dinnerware, packaging materials and graphics are meant to communicate a high level of sophistication with a palette of natural colours.
- Materials and colours should be complementary to those found in the Food Court design and the Tenant's overall graphic identity.
- Packaging and dinnerware displays should showcase the tenant offerings. The Tenant shall integrate the choice and desgin of packaging into the overall graphic design of the space.
- Rubbish disposal for Tenant's customers is available throughout the Food Court. Size and types of Tenant packaging need to be coordinated with the Landlord's operations staff for compatibility with rubbish station sizes.

Not permitted:

- Packaging should be recyclable and/or biodegradable, and specific to the design theme of the vendor. Items with logos or text specific to an establishment other than that of the vendor should not be used.
- The following packaging materials are not permitted: Plastic bags, polystyrene, styrofoam, and items containing PVC.

4.7.1 Brand Experience

Tenants are asked to create a unique and memorable Brand Experience for the customers, that begins with their product and ends in a consistent integration with the overall design of the Food Court.

A complete holistic design is promoted with the following must-have elements:

- An amazing store concept
- Specifically chosen finishes and colours
- Unique product, display and packaging
- Memorable brand name and logo
- Powerful graphics and strong visual identity
- Impeccable service



4.8 Signage and Brand Graphics

Food Court unit signage must be limited to trade name (as agreed in lease documentation with the Landlord) and logo. Installation must be conducted in accordance with the primary and secondary sign criteria listed below.

Placement, size, materials and integration of signage into the design must be reviewed and approved by the Landlord prior to fabrication and installation.

The following types of signage are not permitted:

- Obstruction of signage zone
- Advertising or product names may not be displayed as part of the overall signage.
- Paper signs, foam, cardboard, paper, stickers, decals, banners, flags or cloth signs.
- Signs unprofessional in appearance.
- Credit card identification stickers and vinyl graphics on sneeze guard glazing, walls or on the service counter.
- Website and social media advertisement or freestanding signs
- Exposed or surface mounted sign box.
- Freestanding, moving, rotating, flashing signs.
- Trademark or copyright symbols.









4.8.1 Primary Signage

- Lettering is to be finished white and non-illuminated, as per Landlord specifications (refer to TOD for details).
- Letter heights or logo size should fit on the ledge as per Signage Zone identified on the typical perspective provided in this document. Lettering maximum height is 12".
- Refer to suspended canopy details in this document for further information.

In-line Tenant:

• Tenants are allowed only one (1) sign per elevation, which must be strategically located on the black signage band structure above the service counter. For more details, refer to section 2.6.3 in this manual. The exception to this is Tenant F7, which has an allowance of two (2) signs.

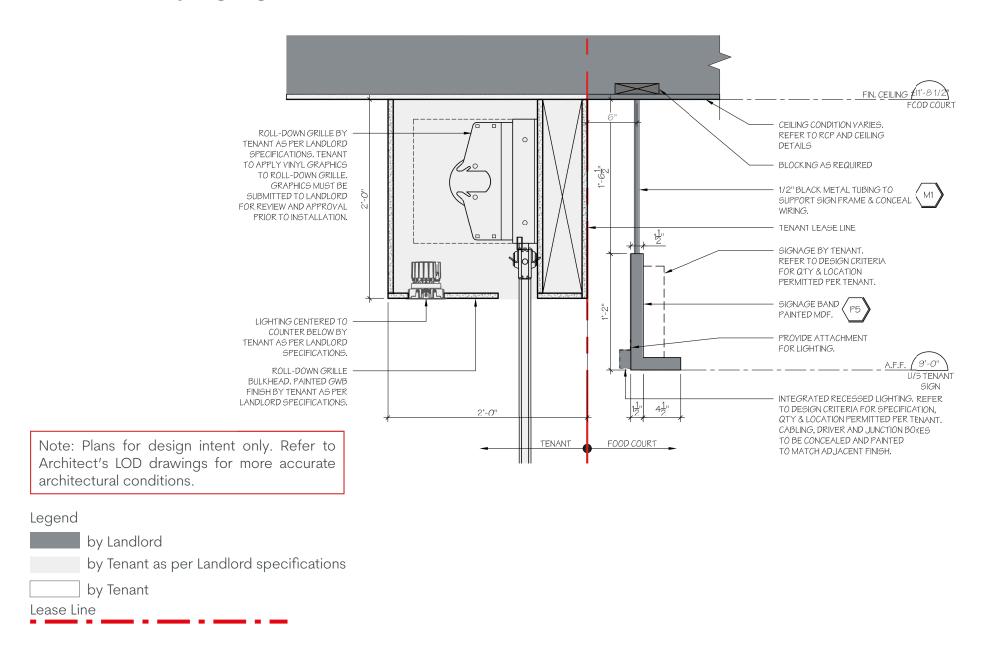
Island Tenant:

• Tenants are allowed a maximum of three (3) signs, which must be strategically located on the black signage band structure above the counter. For more details, refer to section 2.6.3 in this manual.

4.8.2 Secondary Signage

- The central portion on the Column is the designated signage zone (refer to details in the document).
- Tenants are strongly encouraged to limit their sign to their graphic brand logo, pin-mounted to the column.
- Tenants are allowed a maximum of two (2) signs; one (1) sign per elevation.
- Tenant neutral background of the column insert white porcelain finish allows for clear visibility of the Tenant's graphic brand logo sign.

4.8.3 Primary Signage Details



4.8.4 Brand Graphics

- Tenants are encouraged to incorporate unique graphic elements into their design to reinforce their brand and stand out within the larger context of the food court.
- Graphics should be professionally designed and installed.

Not permitted:

- Promotional and additional signage are not allowed on any part of the Servery area and island.
- Third party or any promotional advertising.
- Sale signs.
- Promotional pamphlets.

4.8.5 Interactive Display

- All display methods are subject to the Landlord's approval.
- Interactive display units are permitted only if they are integrated and installed within the front counter, and are subject to Landlord approval. These interactive display units shall not be used as a third party advertising tool.
- Presentation screens cannot remain blank, except after hours.







4.9 Menu Boards

- Menu boards must be of high quality and form an integral part of the Tenant design. A simple graphic style is encouraged.
- All font and text styles are to be clearly legible.
- Menu boards must be well integrated on one (1) of the following vertical surfaces: on the exhaust hoods, on the tenant columns, or be part of the back wall design.
- Menu boards may alternatively be suspended from the ceiling. Suspended menu boards must be finished on both sides, with clean and seamless connectors.
- LCD TV-type menu boards are permitted on the back wall or exhaust hood only. LCD TVs must be maintained in working condition during food court opening hours. Tenants must keep printed boards to cover broken or malfunctioning TV screens for the duration of repairs.
- Menu board design must complement the overall Tenant brand and concept.
- Mechanical attachments and connections must be concealed from view.

Not permitted:

- Power poles or wiring exposed to view.
- Advertising panels or illustration other than menus.
- LCD / LED screens, or TV-type menu boards with sound or blinking lights.
- Internally or back-lit transparency menu boards.
- Visible mechanical attachments or connections.





4.10 Lighting

The recessed adjustable downlight lighting fixtures in the servery area are by Tenant, as per Landlord specification:

- manufacture: Sistemalux
- name: Logo Pro Small (adjustable)
- product: #LOG4-S-T-NC-H-830-ASP-120-42-D10
- housing: BN-LOG4-S-T-NC
- lamp: LED, 20.5W, 120V, 3000K
- finish: Gold Interior
- dimensions: 3 7/8"L x 3 7/8"W x 7 1/2"H

Lighting LED strip within the Band Structure are by Tenant, as per Landlord specification:

- manufacture: Eurofase
- name: Construct Modules
- product: #36372-01 /#36373-01 /#36374-01
- accesssories: Frosted White Lens #35799-02 /#35800-02
- lamp: LED, 9.2W /18.4W /27.5W, 120V, 3000K
- finish: Black with White interior
- dims: 11.90"/23.74"/35.55"L x 1.3"W x 2.17"H

- Lighting in the B.O.H. and preparation area is by Tenant and must be shielded at all times from the public space.
- It is mandatory that all lighting fixtures and bulbs used are energy efficient and shall be controlled with a time clock control system.
- All wiring, wiring connections and wiring conduits must be concealed from the view of the public. Merchandise lighting sources must be similarly discrete.

Not permitted:

- Flashing lights or strobes.
- Additional decorative fixtures or spot lighting.
- Power poles, and exposed electrical lines and outlets are not permitted.

4.11 Exhaust Hood

- If an extractor fan is required as part of the Servery Area, it should be treated as a decorative feature, and set back from Lease Line.
- Tenant's extractor fans must be clad with high quality finishes.
- Tenant may use the hood cladding surfaces for menu opportunities.
- Tenant is strongly encouraged to incorporate unique branding graphics relating to their concept.
- Hood cladding and clearance to other nearby surfaces comply to local fire rating requirements

Not permitted:

• Exposed unclad hoods in Servery Area.



4.12 Door and Closure Stystems

- A door closure must conceal the kitchen area from the public. Door closure must be frameless and well integrated into the surrounding. Door closure material or colour must match adjacent finish.
- Door closure hardware must be concealed and must ensure the door remains closed at all times.
- Tenants must have self-secured units and all merchandise must be locked away at closing.
- An access door at front counter, if required, must be a swing door at counter height, be frameless and be of the same finish as the surrounding counter.
- The Tenant Servery Area is to be enclosed with a roll-down security grille, provided and installed by the Tenant as per Landlord specifications. Tenants must apply branded graphics to the roll-down grille panels. Logos are not permitted. All graphics must be submitted for Landlord review and approval prior to installation.

Roll-Down Grille specification:

- manufacture: Dynamic Closures
- name: Lift Ready Vortex Solid
- material: 2 3/8" high interlocked solid aluminum panels
- hinge: 1 piece continuous aluminum

Not permitted:

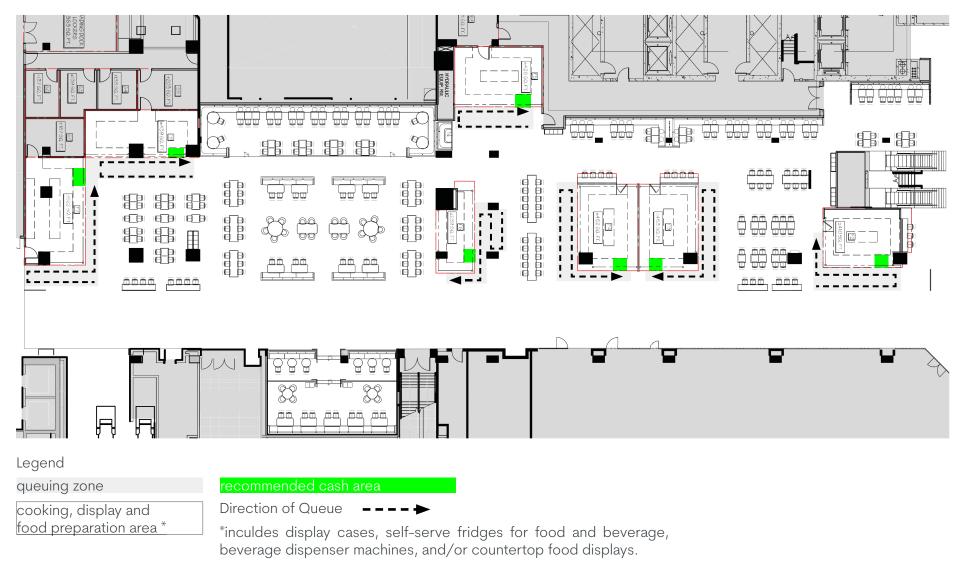
- Flip door, as per code regulations.
- Roll-out counters for servery area access.
- All doors to kitchen areas must remain closed during operation and cannot be propped or pinned open during Food Court operating hours.

4.13 Security

- Electronic storefront security cameras must be located behind the Tenant's lease line.
- Such devices should be installed so that they are inconspicuous from general view and integrated with the Tenant's storefront design.
- Cameras must be of a slim design (i.e. dome cameras) and must match and blend into the adjacent surface to which it is mounted.
- All wiring and mounting fasteners to the security systems must be concealed from view.
- Power poles or wiring channels exposed to view are not permitted.
- All display units within the Tenant space must be secured with locks.
- All counter top display merchandise must be locked away during closed hours.

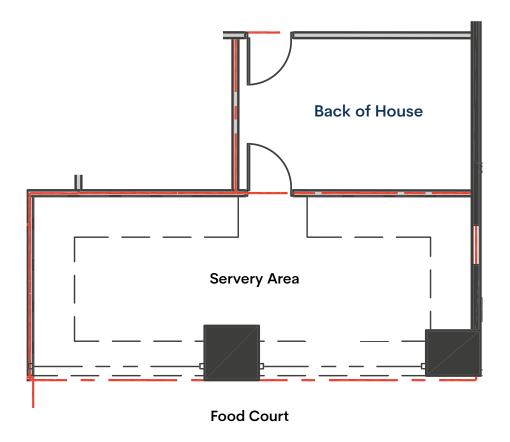
4.14 Queuing and Circulation

- Circulation paths and queuing zones per Tenant in the Food Court are designed to create a pleasant experience for the customer. Refer below to the key plan with queuing directions.
- Tenants' queuing is not permitted to spill out into the PATH circulation.

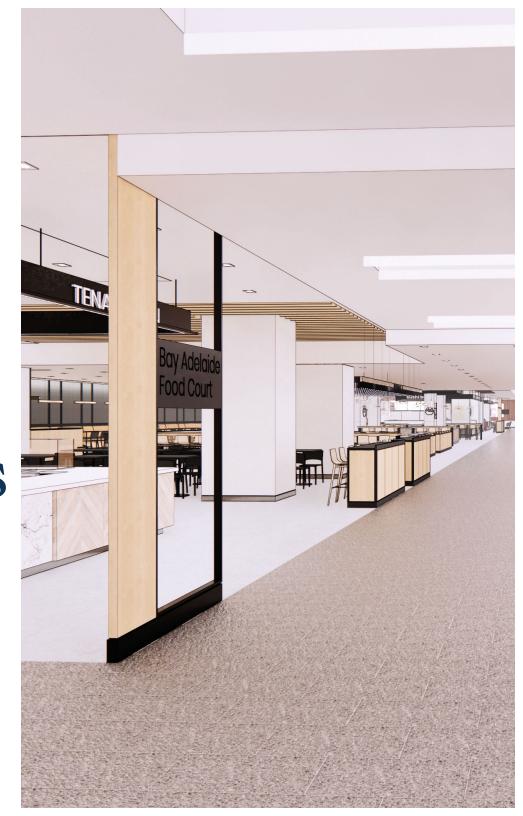


4.15 Back of House

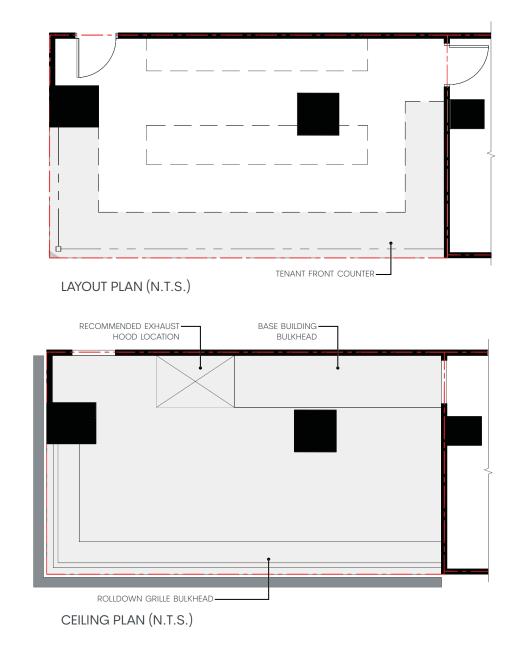
- Walls and floors are to comply with sanitary local health and sanitary regulations.
- Tenants must install a grease interceptor and/or "hair" basket where required by code, or as determined by the Landlord's engineer. Any upgrades required by the City of Toronto will be at the Tenant's expense.
- Tenants cannot impede circulation or store any items, inlcuding boxes and deliveries, in the back of house corridors.



5. Architectural Design Details



5.1 In-line Tenant Layout (F7)



Note: Plans for design intent only. Refer to Architect's LOD drawings for more accurate architectural conditions.

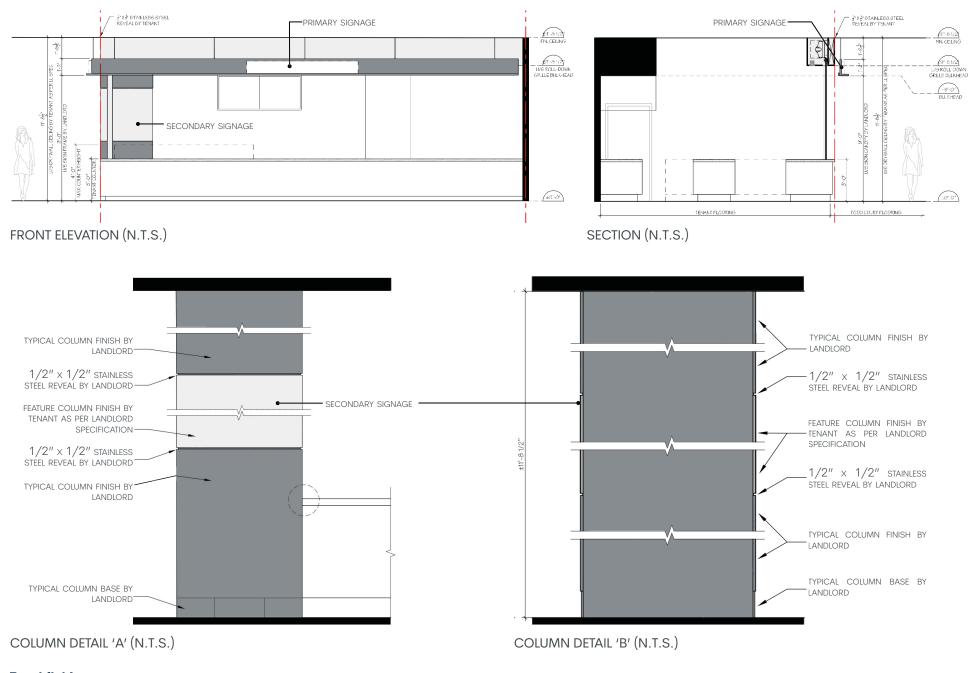
Legend



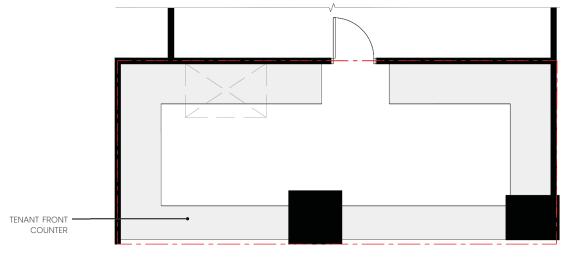
by Tenant as per Landlord specifications



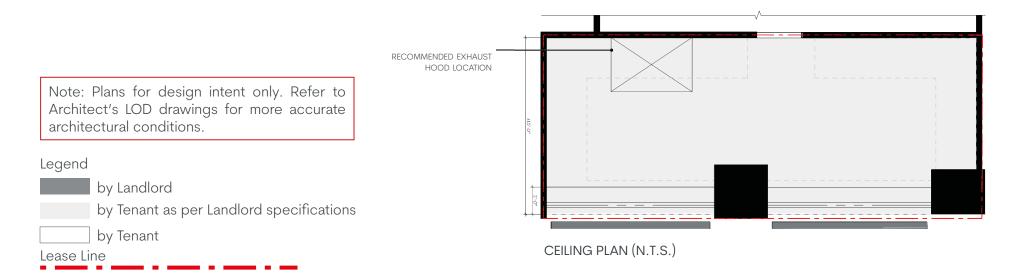
Lease Line

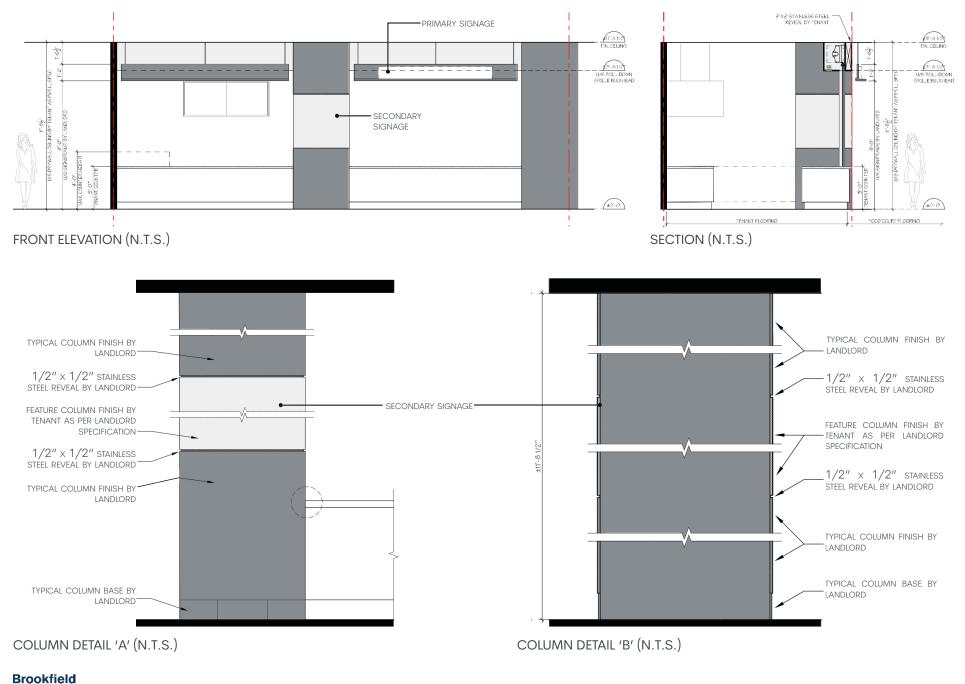


5.2 In-line Tenant Layout (F8)



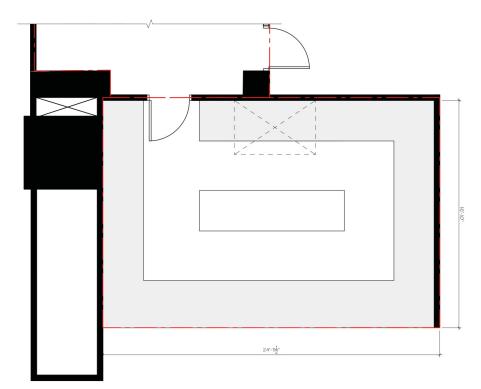
LAYOUT PLAN (N.T.S.)





Properties

5.3 In-line Tenant Layout (F5)



LAYOUT PLAN (N.T.S.)

Note: Plans for design intent only. Refer to Architect's LOD drawings for more accurate architectural conditions.

Legend

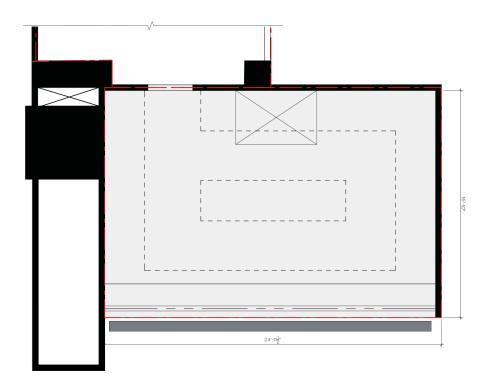
by Landlord

by Tenant as per Landlord specifications

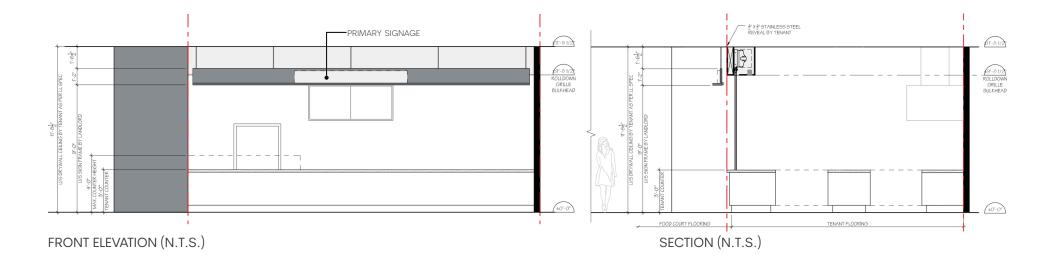
by Tenant

Lease Line

Brookfield Properties



CEILING PLAN (N.T.S.)



Note: Plans for design intent only. Refer to Architect's LOD drawings for more accurate architectural conditions.

Legend

by Landlord

by Tenant as per Landlord specifications

by Tenant

Lease Line

5.4 Island Tenant Layout (F3 and F4)

Note: Plans for design intent only. Refer to Architect's LOD drawings for more accurate architectural conditions.

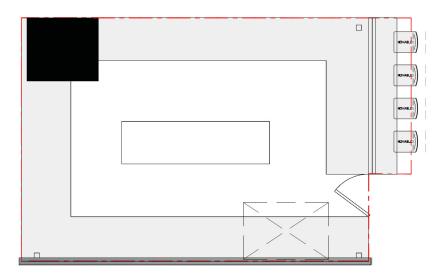
Legend

by Landlord

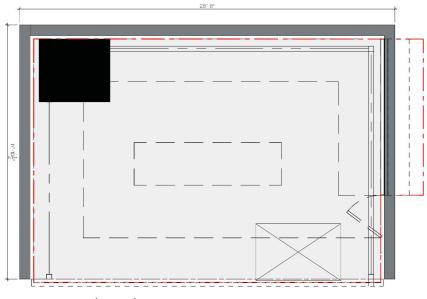
by Tenant as per Landlord specifications

by Tenant

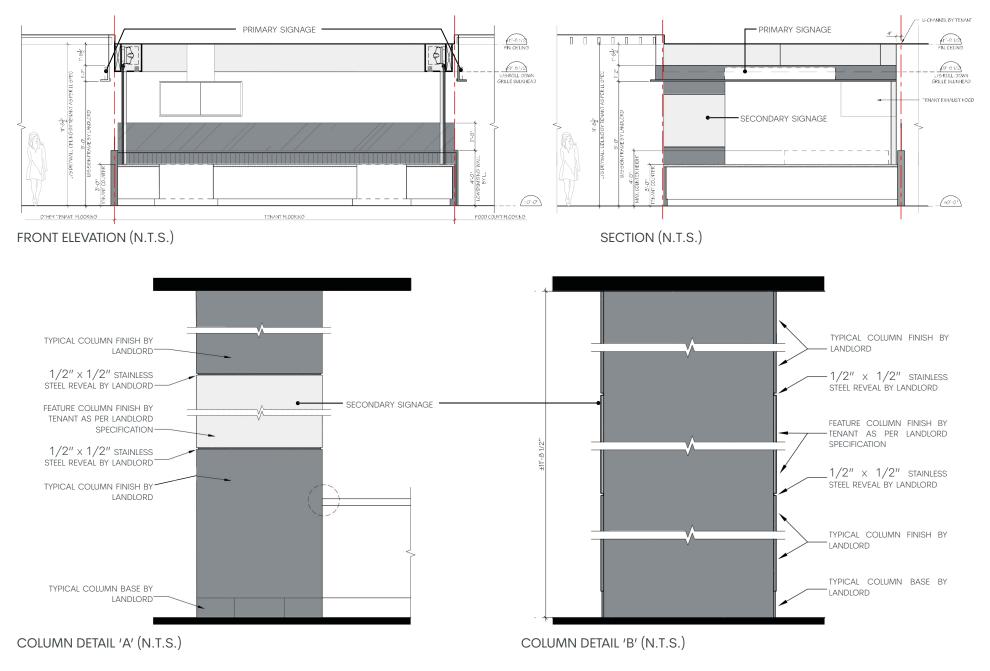
Lease Line



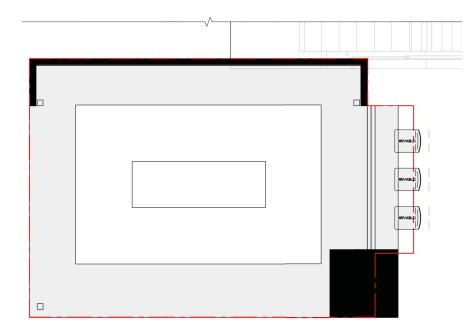
LAYOUT PLAN (N.T.S.)



CEILING PLAN (N.T.S.)



5.5 Special layout (F2)



CEILING PLAN (N.T.S.)

LAYOUT PLAN (N.T.S.)

Note: Plans for design intent only. Refer to Architect's LOD drawings for more accurate architectural conditions.

Legend

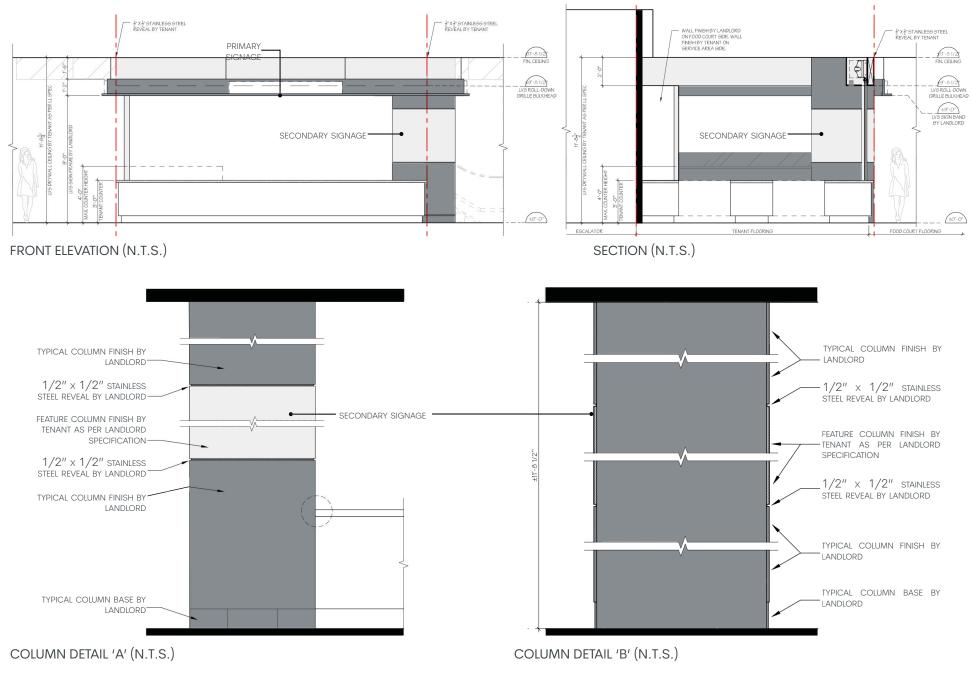
by Landlord

by Tenant as per Landlord specifications

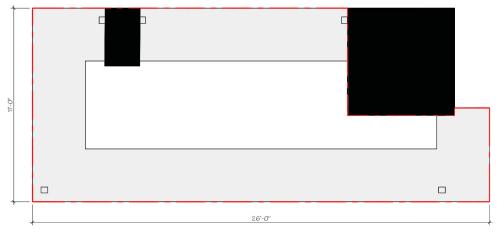
by Tenant

Lease Line

Bay Adelaide Centre Retail Tenant Design Criteria



5.6 Special layout (F6)



LAYOUT PLAN (N.T.S.)



Note: Plans for design intent only. Refer to Architect's LOD drawings for more accurate architectural conditions.

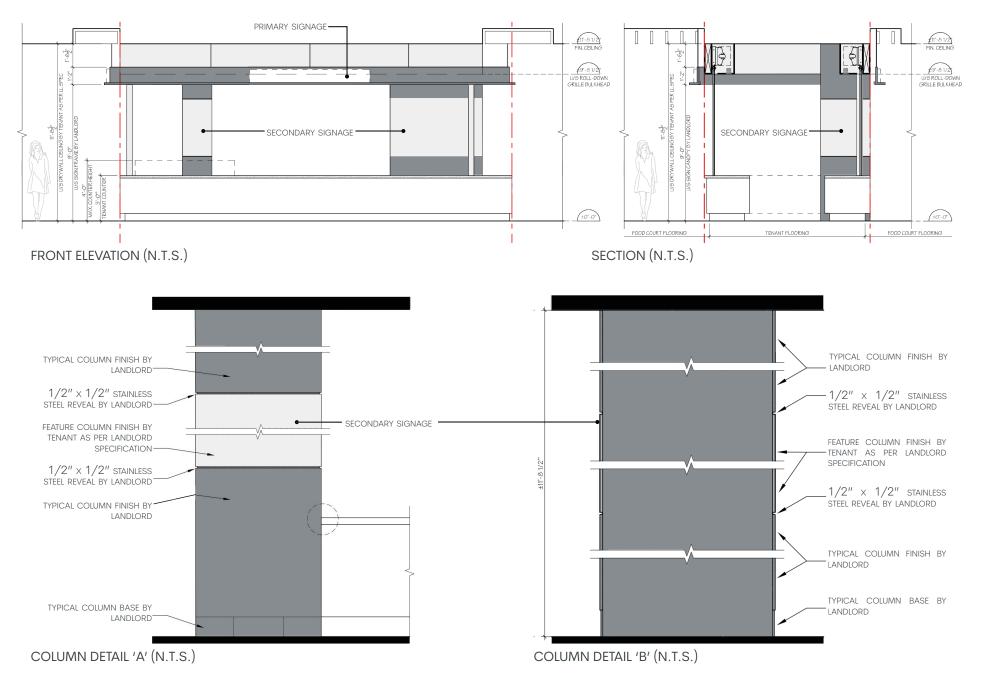


by Landlord

by Tenant as per Landlord specifications

by Tenant

Lease Line



6. Mechanical and Electrical Requirements



6.1 Landlord's Work

The Landlord shall perform only the following work on a "once-only" basis and in accordance with its own plans and specifications and choice of materials: for "first-time" tenants in new units:

1. Basic Space:

A basic space, substantially as shown on the plan attached to the Agreement to Lease.

2. Walls:

The Landlord's demising walls consist of exposed concrete block or 152mm (6") metal studs at 400 mm (16") on the centre from slab to slab, clad on the each side with 2 layers of 16 mm (5/8") drywall (taped and sanded) to the underside of the structural slab. Any cutting and patching of the wall for the installation of wiring, plumbing and other fixtures shall be the Tenant's responsibility. Other walls and columns will be unfinished concrete or concrete block.

3. Floors:

Unfinished concrete floor as existing with a minimum of 50mm (2") depression or more, ready to receive Tenant's concrete topping and flooring. Floor loading shall not exceed 100 pounds per square foot.

4. Ceilings:

Unfinished exposed structure. Tenant's consultants should visit the Premises to determine height restrictions. Ceiling loading shall not exceed 10 pounds per square foot.

5. Electrical Services:

a. Power Supply

Access to 120/208V 3 phase 4 wire unfused disconnect switch complete with feeders brought to a location within the CRU, designated by the Landlord, on the basis of a total electrical load of

10 watts per square foot of the Rentable Area of the Premises for regular Retail Tenants and 40 watts per square foot of the Rentable Area of the Premises to a maximum of 200Amps service for Food Court Tenants as determined by the Tenant's engineer and as confirmed by the Landlord's electrical Consultant.

Digital meters are provided at the Landlord's digital metering panel.

b. Telephone Conduit

A 19mm (3/4") diameter empty conduit for telephone service running from the nearest base building telephone backboard and terminated at a location designated by the Landlord within the CRU is provided.

c. Fire Alarm

A speaker is provided within each Tenant's space as per Code requirements, based on an open area without finished ceiling and partitions. Addition and modification to the base building fire alarm devices and/or systems shall be the responsibility of the Tenant. All final connections and verifications shall be carried out by the Landlord's contractor at Tenant's expense.

Provision of emergency lighting and exit signs shall be the Tenant's responsibility.

d. Natural Gas

The Landlord will provide a 30mm (1 $\frac{1}{4}$ ") natural gas line to the CRU demising wall for the Tenant's connection and a gas meter.

e. Heating, Ventilating and Air Conditioning (HVAC) Access to 25 mm (1") diameter chilled water supply and return lines. Chilled water system is designed to accommodate 6 watts per square foot and 1 person every 75 square feet.

f. Kitchen Exhaust and Grease Traps

A kitchen exhaust system is provided by the Landlord and is terminated at the CRU wall. Exhaust capacity available to Tenants is allotted on an as available / as needed basis. Tenants are responsible for providing ducting within the CRU which shall be NFPA 96 construction, welded steel, and grease tight. The Landlord will maintain at the Tenant's expense, the ecologizer and the central grease trap. Provision and maintenance of CRU local grease traps is the Tenant's responsibility.

6. Mechanical Services (Retail Tenants):

a. Plumbing

The Landlord will provide access only to the following services for Tenant's connection on an as-needed basis; the access locations for these services vary and shall be verified by the Tenants. It may be necessary for the Tenant to core through the concrete floor slabs and walls. Tenant is required to provide fire stopping to reestablish fire separations.

- 1. 25mm (1") domestic cold water line
- 2. 40mm (1 1/2 ") sanitary vent line
- 3. 100mm (4") sanitary drain line.
- b. Heating, Ventilating and Air Conditioning (HVAC)

25 mm (1") chilled water (supply and return) lines are supplied by the Landlord at each CRU and are terminated at the lease line to accommodate Fan Coil Units provided by the Tenants. The Tenant will be responsible for the provision of any heaters and thermostats including those within the fan coil units. Chilled water system is designed to accommodate 6 watts per square foot and 1 person every 75 square feet. Treated air is ducted to the lease line at a rate of 0.2 cfm per square foot. The Tenant's CRU design must provide for an equivalent amount of return air to be discharged into the public mall ceiling plenum.

The concourse retail area is within an insulated envelope below grade, and due to an anticipated excess heat load that would require cooling only; there is no provision by the Landlord for heating of individual CRUs.

A Landlord controlled Central Control and Monitoring System (CCMS) for HVAC systems may be implemented at a future date.

7. Fire and Life Safety Services:

a. Sprinkler

A sprinkler system is provided by the Landlord, based on an open floor plan unfinished space and substantially conforming to the Landlord's base building mechanical drawings. Tenants are required to employ the base building sprinkler contractor for any modifications to the sprinkler system at Tenant's expense.

b. Fire and Life Safety

A life safety system including Fire Alarm System is tied to the base building system and sprinkler system in accordance with Base Building Standards. Tenants are required to employ the base building Fire Alarm contractor for any modifications to the Life Safety System, at Tenant's expense.

c. Smoke Evacuation

Smoke evacuation from common public areas is provided in accordance with Base Building Standards.

d. Fire Hose Coverage

Coverage is provided in accordance with Code requirements.

8. Tenant's Work to be Performed by Landlord's Approved Contractors

The Tenant's Work set out below shall be performed by the contractors designated by the Landlord (for list refer to page 3 of this Manual) at the expense of the Tenant:

- All approved modifications or connections to the Building Systems, including all work outside the Tenant's Premises, i.e. the base building heating, cooling, ventilation, exhaust, controls, electrical distribution and life safety systems as installed by the Landlord.
- The provision of Additional capacity such as electrical, telephone, air handling, air conditioning, etc.
- Installation of approved modifications to the fire detection and emergency communication system.
- Patching of base building fireproofing.
- Any Tenant Work which could affect the structural component of the Development. Any drilling, cutting, coring and patching for conduit, pipe sleeves, chases, duct equipment or openings in the floors, walls columns or roofs of the Development as reviewed by the structural consultant and approved by the Landlord.
- Installation of any mechanical attachments or other fasteners to the exterior façade (ground floor Tenants only).
- Supply and installation of check meters.

6.2.1 General Requirements

- a. The Tenant shall be responsible for and pay the entire cost of all Leasehold Improvements and all other work in or affecting the Premises. The Tenant is responsible for the preparation of all design and working drawings and specifications relating to completion of the Premises for occupation by the Tenant and the calling of tenders and letting of contracts relating to the Tenant's Work and the supervision and completion of the Tenant's Work.
- b. The Tenant and his agents shall be responsible for verifying all conditions and dimensions on site prior to preparing their drawings
- c. Height limitations are to be checked in Tenant premises under existing Landlord's services.
- d. Access must be provided for all mechanical and electrical devices located above ceilings and behind walls by the Tenant.
- e. Mechanical and electrical consultants should verify that no interference exists with work in spaces below the slab.
- f. All leasehold improvements shall be suspended from the structure independently of base building components such as ducts, pipes, conduits, etc. Provide transition hangers, where required to avoid these components.
- g. Penetrations of structural slabs, walls and beams in excess of 2" in depth must be approved in advance in writing by the base building structural engineer, Entuitive, contact Jamie Hamelin, tel.# 647-401-4516. All penetrations of structural elements of the building shall be x-rayed in advance of coring/cutting. Provide temporary fire stopping, smoke seal and waterproofing of all penetrations in fire rated assemblies immediately following core drilling/cutting if permanent measures will follow at a later date.

- h. All electrical, natural gas and domestic water services must be metered by connection to the Landlord's centralized metering system using the Landlord's approved meters.
- i. If extensive partitioning is used and additional speakers are required within the Tenant's premises, this work shall be done by Landlord's contractor at Tenant's expense.
- j. Interior Finishing: Supply and installation for all other work, interior finishes and installation (beyond those set out in the Landlord's Work), including, without limiting the generality thereof, ceilings, floor covering, extension of base building finishes into the Premises as described in the Landlord's Retail Construction Standards, painting, show window enclosures and display platforms, partitions, special wall and ceiling finishes, vertical and horizontal transportation equipment, trade fixtures and security vaults, and all requirements of licensing, health and other authorities having jurisdiction.
- k. Access panels shall be provided in ceilings where removable tile ceiling systems are not used for access to equipment, including base building elements, which may be located above such ceilings.

6.2.2 Electrical Requirements

Consultant's checklist:

- Location of service termination
- Power voltage and size of service.
- Location of telephone conduit.
- Electrical Load Summery required (Refer to section 5.4)
- a. Electrical Installation: Supply and installation of the total electrical installation within the Premises conforming to Applicable Laws and building codes, including but not limited to, panel, breakers in the panel, connection of the panel to the service at a location determined by the Landlord, digital check meters, disconnect switches, transformer, splitter box connection of HVAC equipment, lighting, outlets, emergency and exit lighting and electrical service to signs and water heater. Lighting within the Premises including show windows shall be in conformity with the Landlord's Retail Construction Standards in terms of quantity and quality of luminance.
- **b. Telephone Service:** Supply and installation of all distribution and extensions of telephone conduit within the Premises and all intercom, communication, burglar alarms and signal systems required by the Tenant. The Tenant is responsible for arranging the installation of the telephone service by the phone company.
- **c.** Additional Capacity: If the Tenant requires additional electrical, telephone, air handling, air conditioning or other increased services, it must notify the Landlord. The Landlord will provide the additional capacity, if available. The Tenant will be responsible for any additional costs incurred by the Landlord, including an incremental capital cost for the Building Systems.

6.2.3 Mechanical Requirements

Consultant's checklist:

- Location and size of cold water service
- Location and size of sanitary vent
- Location and size of drain connection(s).
- Grease traps, if required by Tenant under counter or as required.
- Gas Line(s) and Meter, if required, installed by the Landlord's contractor at Tenant's expense. Location and size to be specified.
- Location of kitchen exhaust and CFM required, hood specifications
- General ventilation at night for refrigerator cooling.
- Air velocity across counters and doorways, where applicable in special conditions.
- Heating / cooling load calculations.

Mechanical Installation

- **a. Plumbing:** Supply and installation of all plumbing and piping, equipment, and fixtures required to extend and connect plumbing services from fixtures to the point of connection provided by the Landlord, including provisions for hot water tanks and piping systems that may be required by the Tenant. If water inlet services in excess of those provided by the Building Systems are required, the Tenant may at the discretion of the Landlord be required to provide metering. The provision of public or staff washrooms within the Premises if required by Applicable Laws, including the supply and installation of water closets, wash basins and plumbing and all finishing.
- **b.** Heating, Ventilating, and Air Cooling (HVAC): Supply and installation of all required chilled water fan coil units, duct work, piping insulation, automatic temperature systems, materials, labor, and equipment for the distribution of conditioned air, the removal from the Premises of air not suitable for recirculation and the replacement of such air. The automatic temperature control shall be installed by the Landlord's contractor at the Tenant's expense. For Premises on the concourse level, the Tenant shall provide the required return air connection into the Landlord's mall ceiling plenum along with the required matching ventilation air connection to the Tenant's fan coil unit(s). This shall include all required controls, smoke and/or fire dampers. Supply and installation of any required sanitary exhaust fan and ductwork system. Return Air is to be ducted back into the retail units.

7. Tenant Submission Requirements



7.1 Tenant Information Package

The Tenant Information Package provided to all Retail Tenants shall include the following documents as available:

- 1. Lease and Lease exhibits: this will define the Tenant's obligations.
- 2. Lease Plan will define the Tenant's overall location within the retail centre and dimensions of their space in relationship with the Lease Line. It is to be clearly understood that the Landlord does not in any way guarantee the accuracy of the information contained in such drawings; the Tenant remains responsible for ensuring that the conditions on site and site dimensions are verified and correctly reflected in the Tenant's drawings.
- 3. Retail Tenant Design Criteria –This booklet together with the revisions to the criteria if applicable.
- 4. Retail Construction Procedures manual.

7.2 Tenant Design Approval Process

- 1. In accordance with the Lease, all Tenants are required to supply complete architectural (including separate sample boards), structural (if required), mechanical and electrical working drawings for all leasehold improvements.
- 2. The Tenant shall employ professional designers and/or architects, electrical and mechanical engineers registered in the Province of Ontario, all subject to Landlord's approval, for the preparation of drawings and specifications. Tenant plan submittal shall bear the seal, BCIN number and signature of the relevant consultant.
- 3. The Tenant may wish to retain the Base Building's Mechanical and Electrical Engineering Consultants under direct contractual arrangement for the production of working drawings. If the Tenant chooses to employ Consultants other than the Base Building Consultants for its design work, the Landlord may, at his discretion, have such drawings checked by the Base Building Consultants in order to ensure compatibility with the building's systems. The cost of this review will be charged to the Tenant. A list of Base Building Consultants is included in this Manual.
- 4. The Tenant shall be obligated to provide a copy of this Manual to the appropriate design and construction personnel involved with its premises. The tenant and / or their representative must acknowledge that they have read and have understood the terms of this Manual by signing the form found in this package.
- 5. After receiving the Tenant Information Package and prior to starting any design or documentation, the Tenant, Tenant's designer and contractor shall make a detailed inspection of the Leased Premises. It is the Tenant's complete responsibility to verify and confirm all dimensions, clearances and existing conditions within the Leased Premises.

- 6. If there are any deviations from the Design Criteria, the Tenant shall submit a written request for the Landlord's review and approval which shall be at Landlord's sole discretion.
- 7. Tenants and their architects/interior designers are encouraged to design their storefronts exploring creative uses of merchandising, lighting and signage. The interior of each store should be consistent with the design concept or image created by the storefront. These design goals can be accomplished through close attention to detail, use of high quality materials, good craftsmanship and innovative design.
- 8. Changes made between Landlord's approved drawings and actual construction will require Landlord's written approval. Such approved alterations shall be made at the Tenant's expense. The approved drawings must be kept at the job site at all times.
- 9. Tenant construction shall proceed only after Tenant has complied with all requirements set out in the Retail Construction Procedures.
- 10. All projects must comply with the current construction laws, building c odes, rules and regulations of Ontario and standards of construction quality of the Bay Adelaide Centre base building construction.
- 11. Tenants' consultants are to review the relevant sections of the lease for specifics regarding architectural, electrical and mechanical information.

7.3 Preliminary Submission Requirements (Step 1)

The first submission to the Landlord should be made as soon as the Tenant's Architect or Designer has completed preliminary drawings outlining the conceptual ideas for the store.

- The preliminary submission will not be reviewed unless total preliminary package has been submitted.
- The purpose of this phase is to acquaint the Landlord with the Tenant's intentions and to ensure compliance with the Tenant Information Package and base building installations before the final drawing phase.
- Drawings shall not exceed 762 mm x 1067 mm (30" x 42") in size.
- Preliminary drawings shall include 3 sets of prints, stapled into complete sets and two sample boards. These must be submitted to the Landlord's Project Manager as a total package as follows:
- 1. Preliminary floor plans (scale 1:50 or ¼"=1'-0"), indicating interior design concept and equipment layout.
- 2. Preliminary reflected ceiling plans (scale 1:50 or ¼"=1'-0"), indicating ceiling heights, materials, light fixture types and locations.
- 3. Storefront elevations and sections. Locate all major elements and indicate materials and finishes. Submit one storefront elevation in colour (scale 1:50 or ¼"=1'-0" minimum).

- 4. Details of storefront signs, sections and materials of construction. Indicate letter style and size of graphics including colour and methods of illumination.
- 5. Interior elevations (scale 1:50 or $\frac{1}{4}$ "=1'-0").
- 6. Details of proposed menu boards, if applicable.
- 7. Two complete sample boards, maximum 216 mm x 356 mm (8 ½" x 14"), displaying fully and accurately samples of all finish materials and colours to be used, crossreferenced to the drawings. No plans will be reviewed and approved without a sample board, maximum legal size.
- 8. Colour photo or colour graphic illustrations of the storefront and interior space.

The Landlord will require 10 business days to review Tenant's preliminary submission.

7.4 Final Submission Requirements (Step 2)

Final review drawings shall incorporate the required changes from Submission 1, be of construction document quality and include 5 sets of the following minimum information (this must be submitted as a total package to the Project Manager). The Landlord will not review partial submissions.

- The Landlord reserves the right to alter any section of Design Criteria information without notice, which may necessitate a further submission by the Tenant.
- These drawings will be reviewed by the Landlord for compatibility with the overall project, comments and/or approval will be marked on one (1) set of drawings or in a letter addressed to the Tenant or its designated representative. Such comments must be distributed to the Tenant's designer/architect and electrical/mechanical consultants.
- All plans, sections and details should clearly indicate the relationship between lease line and demising wall(s) and the design elements. All plans, sections and details should clearly indicate the relationship between the lease line and the storefront.
- Plans shall show building grid lines, scale, designer's name and address, stamp, BCIN Number, date of issue and revision number.
- For the purpose of this Manual, the drawings approved by the Landlord shall be called "Approved Drawings". Any revisions made to the Approved Drawings by the Tenant and/or agents must be clearly marked and submitted to the Landlord for further approval.
- The Landlord will require ten (10) working days to review the Tenant's design submittal. The review will begin upon receipt of the complete design package, including Architectural, Electrical, Mechanical, and if required, Structural drawings as follows:

Architectural

3 sets of drawings and specifications, 2 samples boards

- 1. Key Plan showing the location of the demised premises within the project.
- 2. Demolition Plans (scale 1:50 or $\frac{1}{4}$ "=1'-0").
- 3. Final Floor Plans (scale 1:50 or ¼"=1'-0"). Storefront location and configuration. Locate partitions, fixtures, shelving, racks, counters, signs by dimension and location. Specify all materials, colours and finishes. Indicate any services to be installed that require cutting into the floor slab. Details of mechanical and electrical requirements.
- 4. Final Fixture Plan (scale 1:50 or 1/4"=1'-0") and final details, including sections, elevations, and finishes for all store fixtures.
- 5. Final Storefront Elevation and Sections (scale 1:20 or 1/2"=1'-0") showing the storefront relationship with the Lease line and the Landlord's construction elements. Indicate door sizes, construction details, type and direction of opening. Submit a complete storefront elevation in full colour, including signage. Submit shop drawings of glazing, including complete sections and details through storefront bulkhead sufficient for construction, showing the relationship between the Tenant's ceiling and the base building bulkhead and structural support details if suspended from above. Detail sections through floor track assemblies for sliding doors. Indicate the method of connection to ceilings, blocking and framing members. Provide details for all structural supports. Specify all storefront finishes, materials and colours.

- 6. Final Details of Storefront Signs (scale 1:10 or 1"=1'-0"), elevation and section views, letter style and size of all graphics form Submission Step I. Detail dimensioned location on bulkhead and lighting requirements; all colours and materials, methods and colours of illumination and wattage requirements, complete mounting details. Proposed signage is to be presented for review on a Manufacturer's Shop Drawing.
- 7. Final Menu boards indicating all materials and graphics shall be submitted for the Landlord's approval.
- 8. Two complete Sample Boards if samples are different from the ones submitted with the preliminary drawings (size not to exceed Legal Size, 216 mm x 356 mm [8 ½" x 14"]). Colour and material samples must be firmly affixed to the illustration board and labeled complete with fire ratings to suit the City of Toronto code requirements. All samples shall be identified and crossreferenced with the plans as part of the submission package. No plans will be approved without a sample board.
- 9. Reflected Ceiling/lighting Plan (scale 1:50 or ¼"=1'-0"), indicating ceiling materials and suspension system, various heights, location of all light fixtures, their manufacturer's name and catalogue cut sheets, lamps to be used and mounting details (recessed, surface, etc). general pattern, grills, diffusers, speakers, sprinkler heads, coves, recesses and access panels. Specify ceiling material by name, thickness and colour, as well as fire rating if required by Code.
- 10. Interior Elevations (scale 1:50 or ¼"=1'-0"). Specify wall and fixture finishes. Indicate colours and materials counter referenced with the sample board.

- 11. Interior Details and Sections, sufficient for construction (Scale 1:10 or 3"=1'-0") Details showing method of connecting, blocking, framing and mounting of the store fixtures and signs.
- 12. Interior Finish Schedule

Mechanical

4 sets of drawings (scale 1:50 or $\frac{1}{2}$ "=1'-0"), specifications, and digital plans in PDF and AutoCAD most current version with any required XREF, CTB files and font files also included.

All Tenants will be required to retain the services of a mechanical consultant for the preparation of their mechanical plans. All Tenants will be encouraged to employ the services of the Base Building's consultants.

- 1. Demolition Drawings (scale 1:50 or $\frac{1}{4}$ "=1'-0").
- 2. H.V.A.C. Layout (scale 1:50 or ¼"=1'-0"). Plans and specifications complete with detailed ductwork layout, showing all duct sizes; location of all equipment, dampers, grills, diffusers, thermostats, access doors, other equipment, if required, and air quantities required at each diffuser.
- 3. Plumbing Layout (scale 1:50 or ¼"=1'-0"). Plans and specification indicating all equipment, piping runs for drains, vents and water supply, and the location of valves, clean-outs, grease traps and other special or specific requirements. Indicate location of water and gas meters.
- 4. Sprinkler layout (scale 1:50 or ¼"=1'-0"). A dimensioned layout of the sprinkler piping and size indicating all sprinkler heads new and relocated.

Electrical

4 sets of drawings (scale 1:50 or $\frac{1}{4''}=1'-0''$), Specifications, and digital plans in PDF and AutoCAD most current version with any required XREF, CTB files and font files also included.

All Tenants will be required to retain the services of an electrical consultant for the preparation of their electrical plans. All Tenants will be encouraged to employ the services of the Base Building's consultants.

- 1. Demolition Drawing (scale 1:50 or $\frac{1}{4}$ "=1'-0")
- 2. Electrical Plan (scale 1:50 or ¼"=1'-0"). Size and location of transformer (if required), panel location, wiring and circuit diagram. Panel schedule indicating the total connected load, and demand checkmeter (specifications as per "Schedule C" of the Lease Agreement). An electrical equipment and fixtures list indicating wattage of each item (i.e. total connected load, calculated foot-candle values). Wiring schematic diagram showing distribution to all equipment, indicating load generated by this equipment.
- 3. Reflected Ceiling Plan (scale 1:50 or ¼"=1'-0"). Locate light fixtures, including night, emergency and exit light fixtures. Specify size, wattage, type and mounting. Locate all life safety devices including speakers, pull stations, smoke detectors, heat detectors, and sprinklers.

Structural

3 Sets of drawings and Specifications:

Tenants shall provide Landlord with any additional structural loads imposed on the mall building which includes but is not limited to any floor penetrations, sizes and weights of equipment for Landlord approval. Tenant will be back charged for engineering services that require investigation of loads above and beyond the Tenant's allowable loads.

7.5 Final Review and Approval Process (Step 3)

- 1. Tenant shall continue to submit unapproved documentation to Landlord until final approval is given.
- 2. Tenant must submit to the Landlord their contractor's signed copy of "Guidelines for Tenant Improvements" certifying that it has been read and understood by the Tenant and its representatives (consultants, contractor) prior to the commencement of any construction.

7.6 Permit Submissions

- 1. The Tenant may submit drawings to the local building authority for Permit prior to Landlord approval of drawings. The Tenant shall forward all comments from the building authority to the Landlord for its review. Any change made during Landlord review can be submitted to the local building authority subsequently.
- 2. Upon receipt of the Building Permit, the Tenant shall forward one (1) set of drawings and copy of the Permit to the Landlord's Project Manager.
- 3. It is the Tenant's responsibility to advise and have the premises inspected by the Building, Plumbing and HVAC inspectors.
- 4. Tenant is to ensure the closing of all permits by the City of Toronto and is to obtain the city's inspection status letter confirming that all permits have been closed.

8. Construction Documentation



8.1 Commencement of Tenant Construction

The Tenant is required to engage its own contractors for the purpose of carrying out is leasehold improvement work. The Tenant must carry out all construction work in strict accordance with the Approved Drawings. Likewise, the Tenant's design and construction work must comply with all applicable laws, by-laws, codes and regulations.

It is the Tenant's responsibility to ensure that its Contractor(s) observe and comply with all applicable construction safety regulations including, but not limited to O.H.&S. and W.H.M.I.S. requirements.

The Tenant shall engage, at the Tenant's expense, the Landlord's preapproved contractors, for any mechanical, electrical, sprinkler, fire alarm, controls and balancing modifications or additions to the base building systems.

The Tenant's contractor may be issued revisions to the documents outlining regulations and procedures for the Tenant's contractors and subcontractors on the job site from time to time, as site conditions warrant it. Construction may proceed only after the Tenant has complied with the following:

- a. The Tenant's Lease for the Premises has been executed.
- b. The Tenant has submitted a "Construction Deposit" based on 3% of the value of construction (minimum \$1,000 and maximum \$10,000)
- c. The Tenant has provided acceptable evidence of insurance as per the Lease.
- d. The Landlord shall issue verbal or written notice to the Tenant advising that all the conditions prerequisite to the commencement of Tenant's Work have been complied with to the satisfaction of the Landlord provided such notice is without prejudice to any right or remedy available to the Landlord.

Construction may proceed only after the Tenant Contractor has complied with the following:

- a. Provided copy of application, issued building permit(s) and hard copy of permit drawings;
- b. Posted all required permits on site;
- c. Made available at the Leased Premises, a set of prints of the Landlord Approved Drawings and building permit drawings for the duration of the construction period for reference by the Landlord's and City Building Department authorized representatives;
- d. Provided acceptable evidence of insurance for self and all subcontractors (unless provided by the Tenant) to the Landlord for \$5 million, naming the sub-contractors, Landlord and the Manager as additional insured;
- e. Submitted Notice of Project for the Tenant's Work (for projects over \$50,000)
- f. Submitted a construction schedule;
- g. Submitted valid certifi cate from Worker's Safety and Insurance Board;
- h. Submitted copies of Addenda;
- i. Provided a list of subcontractors indicating contact names and telephone numbers for after hour emergency use;
- j. Submitted completed Building Access Form from the Building Operations and Security Centre, prior to the commencement of work.

8.2 Procedures During Construction

The Tenant Contractor is to submit the following to the Tenant Coordinator during construction:

- a. Copies of all site-meeting minutes.
- b. Copies of all contemplated changes to the Tenant's Work at time of issuance to Tenant's Contractors.
- c. Copies of all site visit reports by the Tenant's Consultants.
- d. Copies of all site reports from authorities having jurisdiction.

8.2.1 Tenant's Work

The Tenant's Work set out below shall be performed by the contractors designated by the Landlord (for list refer to page 3 of this Manual) at the expense of the Tenant:

- a. All approved modifications or connections to the Building Systems, including all work outside the Tenant's Premises, i.e. the base building heating, cooling, ventilation, exhaust, controls, electrical distribution and life safety systems as installed by the Landlord.
- b. The provision of additional capacity such as electrical, telephone, air handling, air conditioning, etc.
- c. Installation of approved modifications to the fire detection and emergency communication system.
- d. Patching of base building fireproofing.
- e. Any Tenant Work which could affect the structural component of the Development. Any drilling, cutting, coring and patching for conduit, pipe sleeves, chases, duct equipment or openings in the floors, walls columns or roofs of the Development as reviewed by the structural consultant and approved by the Landlord.
- f. Installation of any mechanical attachments or other fasteners to the exterior façade (ground floor Tenants only).
- g. Supply and installation of check meters.

8.2.2 Inspection of Tenant Premises

- a. The Landlord and its Agents, Architects, Engineers and Consultants shall have unlimited access to the Tenant's premises for the purpose of inspecting the Tenant Work in progress. The Landlord or its consultants may note deficiencies in the Tenant work, which shall be corrected by the Tenant immediately.
- b. After completion of Tenant work an inspection shall be made between the Landlord's representatives and the Tenant for both Tenant and surrounding areas. Deficiencies noted by Landlord regarding tenant work will be corrected prior to the removal of the hoarding. Any damages caused by the Tenant's Contractor to adjacent areas in the execution of the Tenant work shall be repaired by the Landlord's Contractor at the Tenant's expense.

8.2.3 Hoarding

- a. Tenant construction site must be hoarded and secured to prevent excess noise and dust proliferation. Hoarding will be installed by the Manager at the Tenant's expense.
- b. The hoarding will be positioned maximum 3' beyond the lease line, built of gypsum, full height, taped, sanded and painted, complete with black vinyl base and double doors.
- c. A key to the secured hoarding will be supplied to building security to allow building staff access to the premises at all times for the entire duration of the construction.

8.3 Completion of Tenant Construction

A deficiency inspection will be carried out by the Landlord upon completion of the installations. Please schedule such inspection with Landlord's Project Manager, prior to the removal of the hoarding (by tenant's contractor).

Upon completion of the construction the Tenant/Tenant Contractor will submit the following closing documentation:

Prior to opening for business:

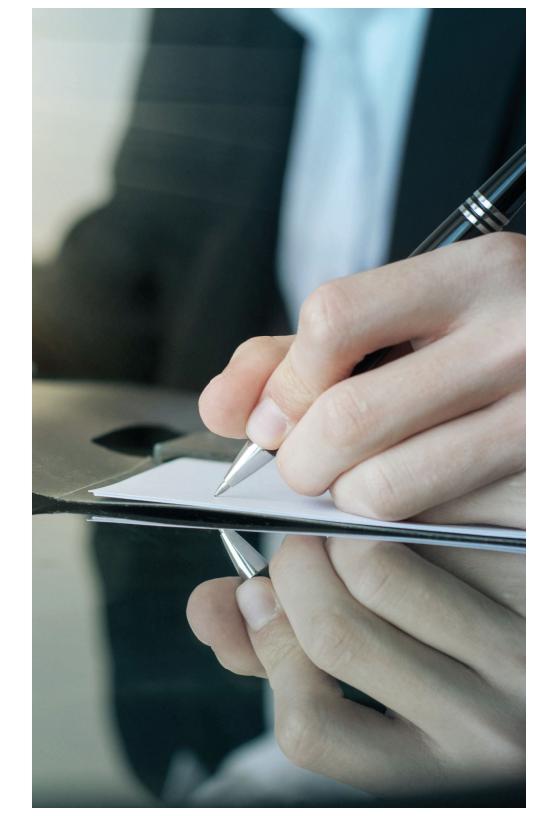
- 1. Final Engineer's and architects/designers' inspection reports stating that the installations have been completed in accordance with the contract documents and authorities having jurisdiction for occupancy permit purposes. Tenant is to provide a Certificate of Substantial Performance prepared by the primary Consultant.
- 2. Material and Test certificates for sprinkler and standpipe work, certifying that the installations conform to N.F.P.A 13 (1999) standard and N.F.P.A. 14 standard respectively as applicable.
- 3. Fire suppression system verification and testing certificate (for food service Tenants)
- 4. Consultant approved Air Testing and Balancing report.
- 5. Exhaust hood balancing report (for food service Tenants).
- 6. Fire Alarm system verification and testing certificate.
- 7. Final Electrical Safety Authority Certificate of Inspection.
- 8. Confirmation from the Tenant that all electrical panels have been tagged with lamacoid nameplates and typed circuit directories updated.
- 9. Verification of all required meter installations.

10. Confirmation that permits have been closed by Authorities Having Jurisdiction. (Building personnel is to attend final inspections, specially for food service Tenants)

Within 60 days of opening for business:

- 11. Proof of closing of permits. Copy of "Inspection Status Letter" from the Customer Service of the City of Toronto Building Division, indicating that the project has been completed "substantially in accordance with plans issued with the permit(s)" and providing completion dates.
- 12. General Contractor's valid WSIB Certificate.
- 13. Complete set of "As Built" drawings, both hard copy and AutoCAD format (DWG extension - most current version, with any required XREF, CTB, and font files) approved by the Tenant's Consultants.
- 14. An executed Statutory Declaration from the Tenant and the Tenant's Contractor stating that all monies owing to their suppliers and subcontractors have been paid and that no liens have been registered against the Landlord's property.
- 15. Proof of maintenance agreements for Tenant's equipment.
- 16. Operations and Maintenance Manuals divisions 1 to 16.

9. Required Forms



9.1 Form Requirements

It is be the Tenant's responsibility to ensure that a copy the following forms is provided to their Consultants, General Contractor and Sub-Contractors as applicable and as required. Forms must be completed and returned to the Tenant Coordinator prior to commencement of work.

Tenant and Contractor's Acknowledgement Form

The undersigned or those acting on his behalf have read these rules and regulations governing construction and agree to abide by the same in performance of the work required in the Tenant space.

Accepted and agreed this _____day of _____

By: ______ Tenant

Accepted and agreed this _____day of _____

By: _____ Contractor

Retail Tenancy:_____

Name/Title:_____

Address:_____

Telephone:_____

Electrical Load Summary Requirements

Designer to submit this form to the Engineer. The completed form must then be issued for approval to the Tenant Coordinator.

Tenant:		Tenant No.:
Designer:		
Contact:		Telephone:
Store Name:		Sq.ft.
Area Name:		
Electrical Load Summary - Ballast loss m	nus tbe included:	
Fluorescent Lighting at:	Volts:	Watts:
Incandescent Lighting at:	Volts:	Watts:
Mercury Lighting:	Volts:	Watts:
Electric signs:	Volts:	Watts:
No. of Receptacles	Volts:	Watts:
Hot water heater for washroom at:	Volts:	Watts:
Air conditioning at:	Volts:	Watts:
Special purpose receptacles (specify):		
Watts:		
Note: If space is insufficient, provide ad	ditional list with complete data on loads.	
Total connection load at 120/208 volts, 3 phase		Watts:
Total connection load:		Watts:

Brookfield Properties

Brookfield Properties