



BrookfieldPlace

181 Bay St./22 Front St., Toronto, Ontario

Retail Tenant**Design**
Criteria**Manual**

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1.1 Welcome to Brookfield Place

Brookfield Place is one of North America's truly great people places. This landmark is located in the heart of the financial district and is home to the world's most prestigious financial, commercial and legal firms, as well as the Hockey Hall of Fame.

Bounded by Bay, Wellington, Yonge and Front Streets, the 5 1/2 acre, 2.6 million square foot complex combines two architecturally stunning office towers with Toronto's oldest intact streetscape, including the award-winning Allen Lambert Galleria - a six storey pedestrian thoroughfare resplendent in light and glass.

Connected to the underground PATH System, Brookfield Place is steps away from major hotels, retail and entertainment centres including Air Canada Centre.

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

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



Landlord Contacts

Landlord	Galleria Concourse Operations Inc., Brookfield Place (Wellington) limited, Bimford Properties Inc., CT Tower Investments Inc., and 1041965 Ontario Inc.
Manager, Tenant Services	Ainura Nifdalieva Tel: 416-777-2015 Brookfield Place 181 Bay Street, Suite 800 Toronto, ON, M5J 2T3 Ainura.Nifdalieva@cbre.com
Manager, Operations	Phillip Santos Tel: 416-777-4073 Brookfield Place 181 Bay Street, Suite 800 Toronto, ON, M5J 2T3 Philip.Santos@cbre.com
Project Manager, Construction Services	Walter Wang Tel: 416-369.2609 Brookfield Place 181 Bay Street, Suite 700 walter.wang2@brookfieldproperties.com

Base Building Consultants

Architects	B + H Architects Sonny Sanjari Tel: 416-596-2299 x 5261 Cell: 647-241-4167 481 University Avenue, Suite 300 Toronto, ON, M5G 2H4 sonny.sanjari@bharchitects.com
Mechanical Consultant	TMP Consulting Engineers Tony Dingman Tel: 416-499-8000 x 264 Cell: 416-982-0570 285 Yorkdale Blvd. Willowdale, ON M2J 1S5 tdingman@tmptoronto.com
Mechanical / Electrical Consultant	The Aquila Group Jorge Osorio Tel: 416-340-1937 x 252 40 University Avenue, Suite 1300 Toronto, ON. M5J 1T1 josorio@theaquilagroup.com
Structural Engineers	Engineering Link Robert Holroyd Tel: 416-599-5465 x 111 375 University Ave, Toronto, Suite 901 Toronto, ON M5G 2J5 Robert.Holroyd@englink.ca

Building Contacts

Brookfield Properties operated by CBRE	
Security Control Centre	Tel: 416-777-6462
Locksmith	Tel: 416-777-6463
Elevator/Garbage bins	Tel: 416-777-6451
Loading Docks	Tel: 416-777-6461
Security/Life Safety	Tel: 416-777-6457
Electrical Engineering Consultants	Mulvey & Banani International Inc. Kevin Pattison Tel 416.751.2122 x 281 90 Sheppard Avenue East, Suite 500 Toronto, Ontario M2N 3A1 kpattison@mbii.com
Building Code Consultant	LRI Engineering Inc. Tel: 416-515-9331 170 University Avenue 3rd Floor - Box 1 Toronto, ON, M5H 3B3

For list of preferred subcontractors, refer to the Tenant Design & Construction Manual, Brookfield Place.

1.3 Introduction to The Retail 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 Brookfield Place's established operational and design specifications. All tenant leasehold improvements, however small or limited in scope must be fully reviewed and approved by our office prior to commencement of construction.

To ensure the design integrity of Brookfield Place, 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 condition prior to commencement of the Tenant's design.

The Landlord reserves the right, from time to time, to add or amend the information and procedures contained herein, which will be in effect upon issuance.

1.4 Key Plan and Description of Criteria Zones

These plans are diagrammatic and are intended only for the purposes of indicating the applicable criteria locations.

Type A : Retail Zone - Ground Floor

p.7

With Toronto’s oldest intact streetscape, including the award-winning Allen Lambert Galleria, a six storey pedestrian thoroughfare resplendent in light and glass, Brookfield Place is one of the most prestigious urban shopping environments.

Type B : Retail Zone - Concourse Level

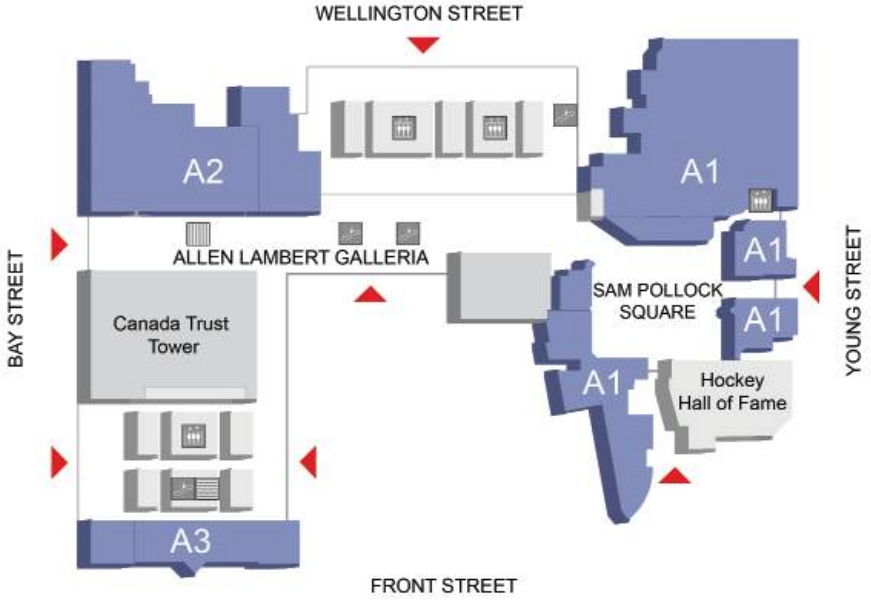
p.11

In the heart of Toronto, linked to two main subway stations and a high traffic underground passage, Brookfield Place, one of Canada’s premier urban shopping centres, serves over 60, 000 people daily with over 35 stores and services.

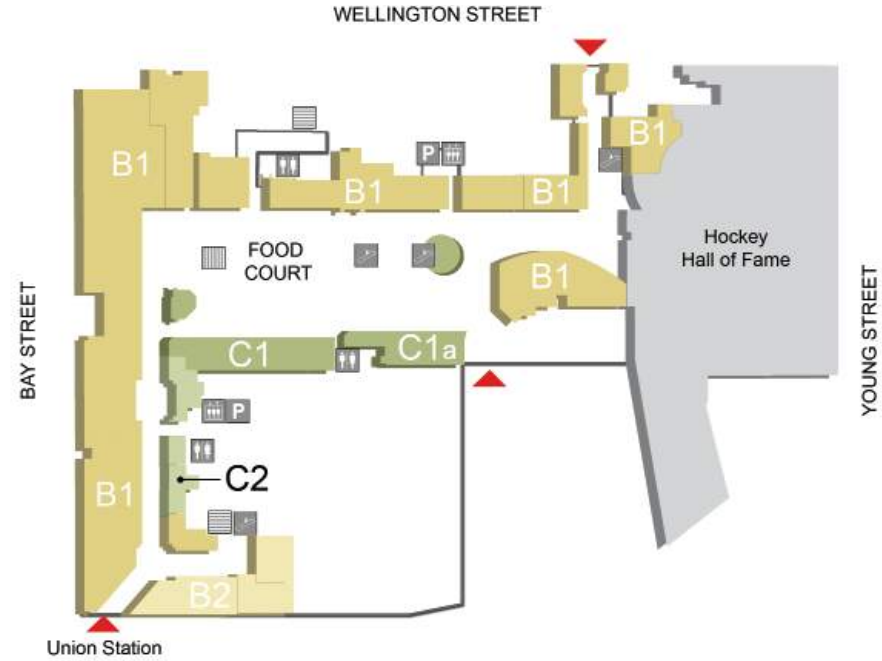
Type C : Food Court - Concourse Level

p.22

With 14 fast food outlets and seating for 450 people, Brookfield Place’s Food Court is one of the largest convenience food offerings in the down-town core.



Ground Floor



Concourse Level

2.1 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 mall floor finishes must be continued, by the Tenant, from the Tenant Lease Line to the Closure line. Tenant flooring 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 Control Zone is an area across the entire width of the Tenant's storefront, extending from the Tenant 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.

Signage Zone: An area on the storefront in which the Tenant signage must be installed.

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

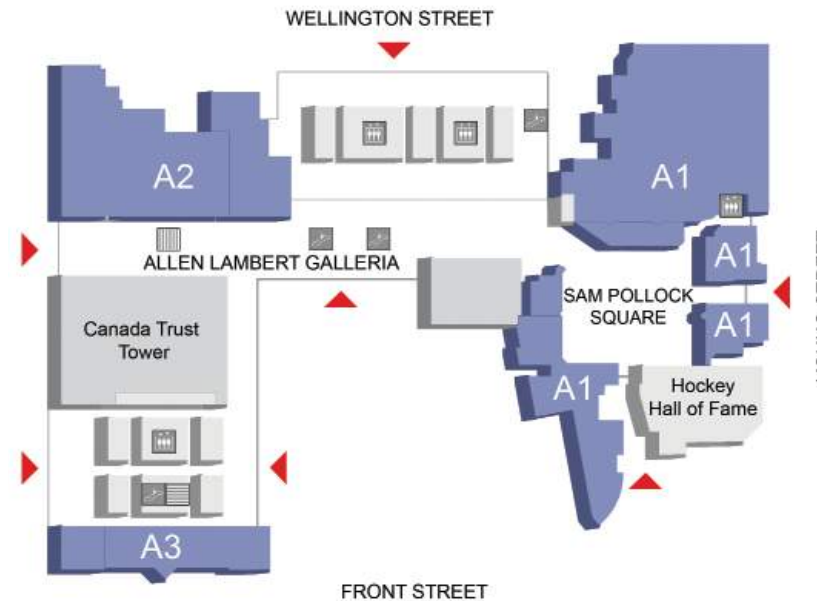
Retail Zone: Is defined by the entire retail area that is visibly open to the public from the Mall space. The Retail Zone extends from the Tenant Lease Line to the Tenant's back wall, including the complete merchandising area. The Landlord reserves the right to approve, reject or request modifications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

Landlord Control Zone

The Landlord Control Zone is an area across the entire width of the Tenant's storefront, extending from the Tenant Lease Line into the space as indicated for each storefront type. The Landlord reserves the right to refuse or request amendments, or modifications to the design of this zone in order to maintain diversity, as well as to maintain the standard of design and quality of finishes throughout Brookfield Place. As the appearance and design of this 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. Carpeting and vinyl tile will not be permitted.
- Ceiling materials shall be gypsum board, wood or other type of quality architectural material. Acoustical tile ceilings and open ceilings will not be permitted.
- Recessed incandescent or halogen lighting shall be used. Exposed fluorescent tube light fixtures will not be allowed.
- 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.
- 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.
- 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. Monitors, if allowed, and speakers shall not transmit any sound or image into the Landlord's common mall area.

Type A: Typical Storefront Design

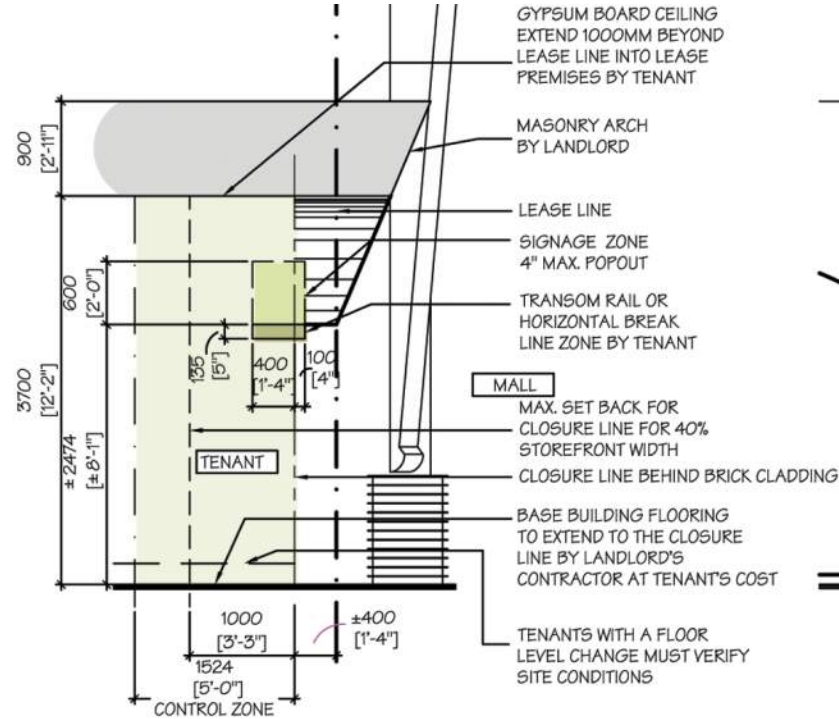


Ground Floor

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

- Each Tenant will be individually evaluated to allow for design creativity and respect for specific architectural characteristics of the space. One of a kind storefront design 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 closure line up to 4" into the mall space. For acceptable signage details, refer to page 15.
- Storefront with a floor level change must verify site conditions & coordinate with the Landlord.
- 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.
- Standard extruded aluminum metal window framing will not be allowed. Channel metal glazing bases must not exceed 100 mm (4") high. Stainless Steel or chrome framing are the only accepted materials.
- For exterior storefront signage refer to page 18.



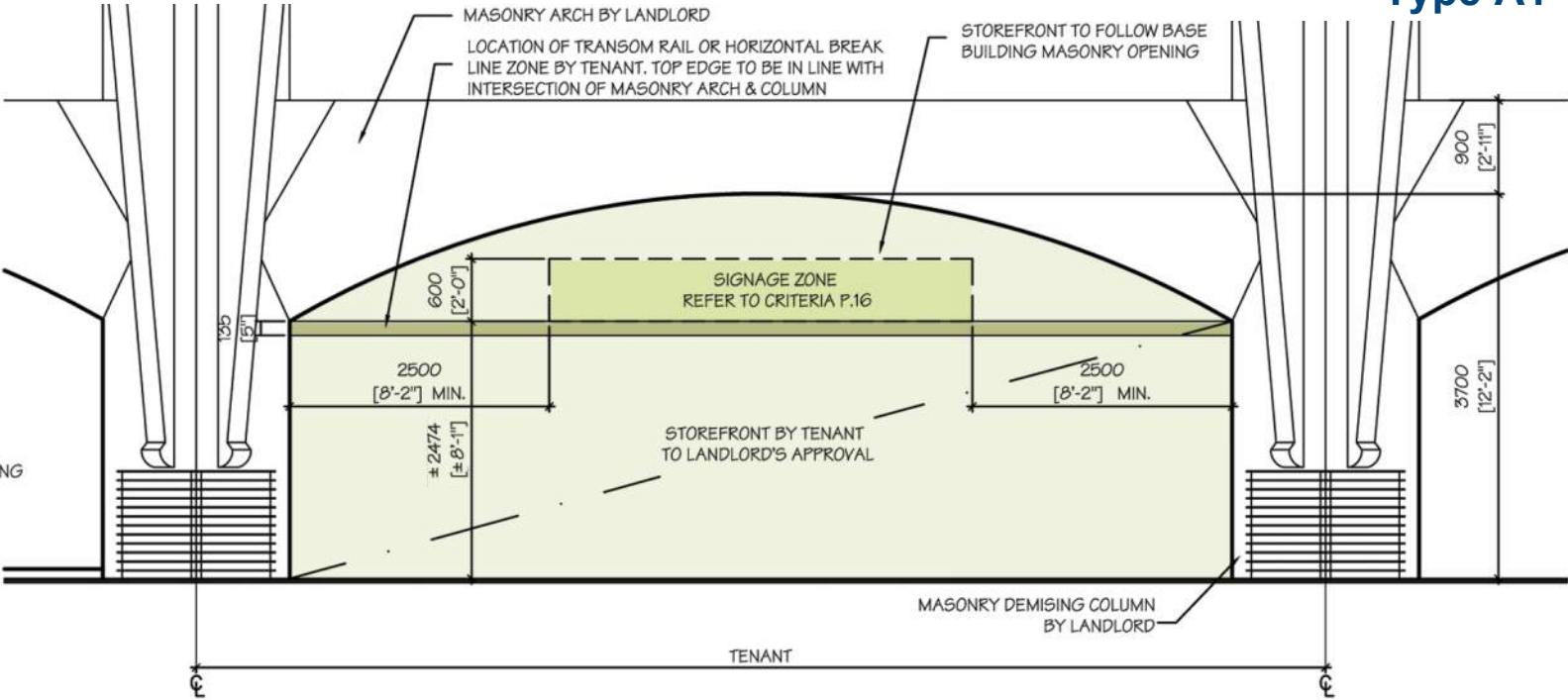


SECTION - TYPICAL STOREFRONT CONDITION

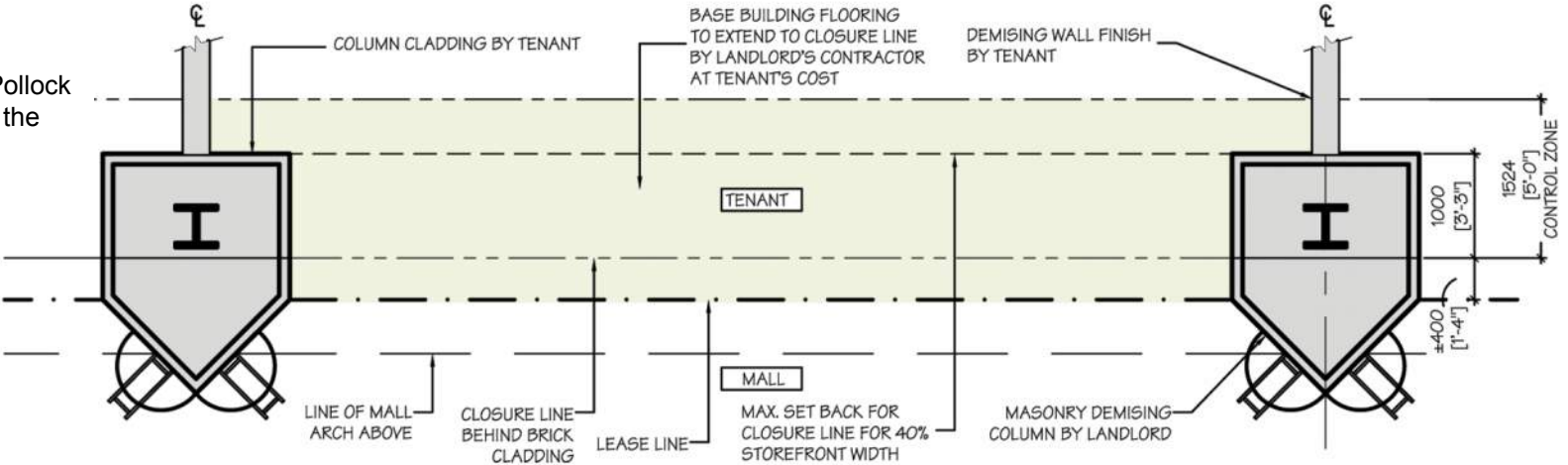
NOTE : Where the Tenant is permitted to extend into Sam Pollock Square for seating, that area must be defined by a low wall of the tenant's design to be approved by Landlord



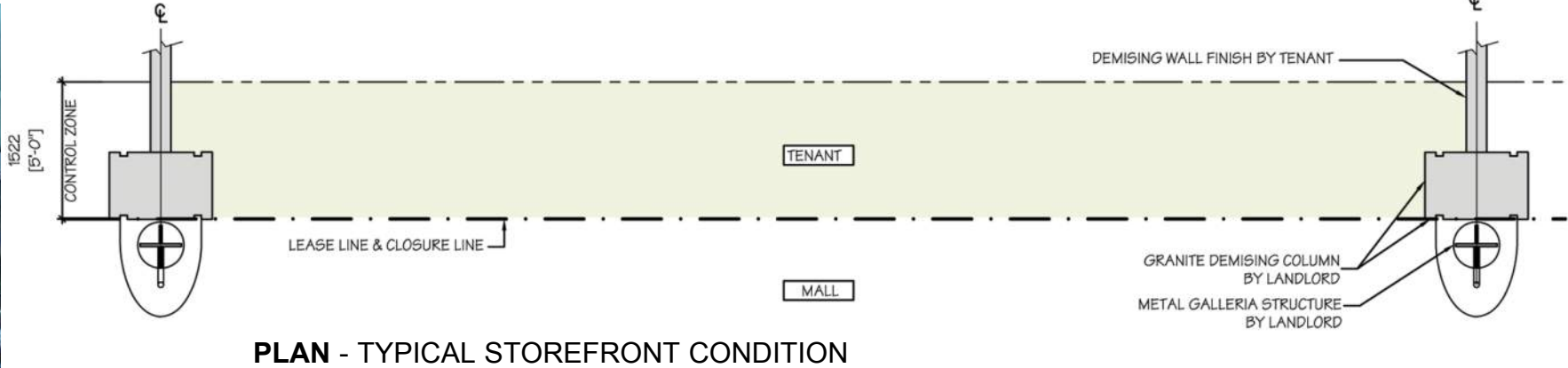
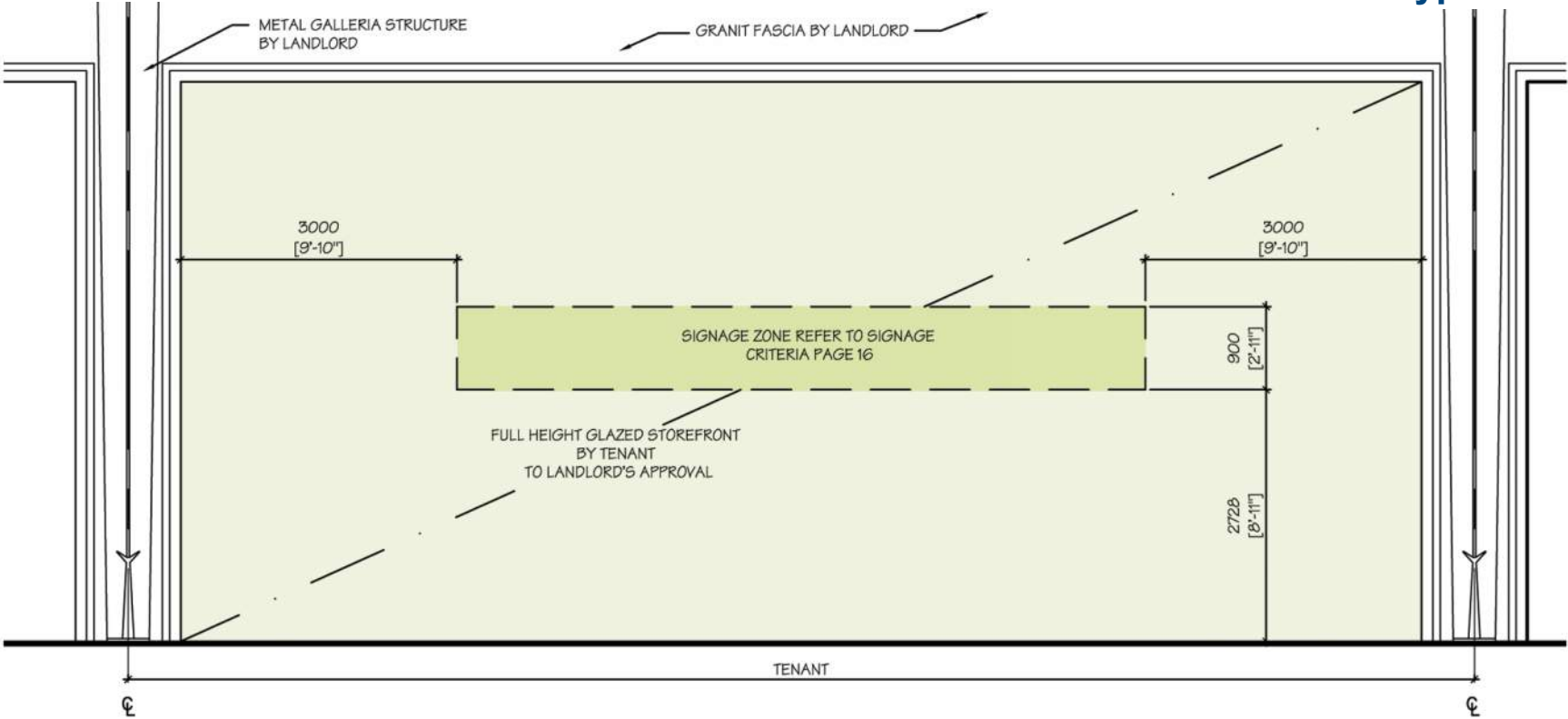
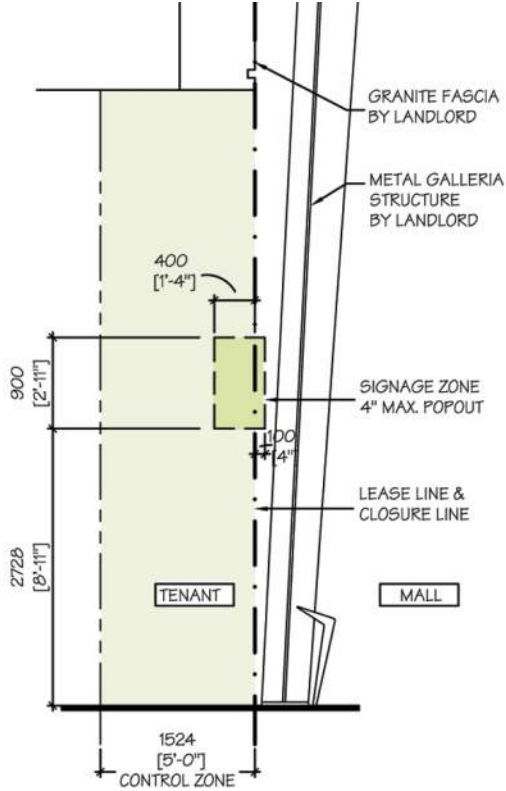
Existing Condition

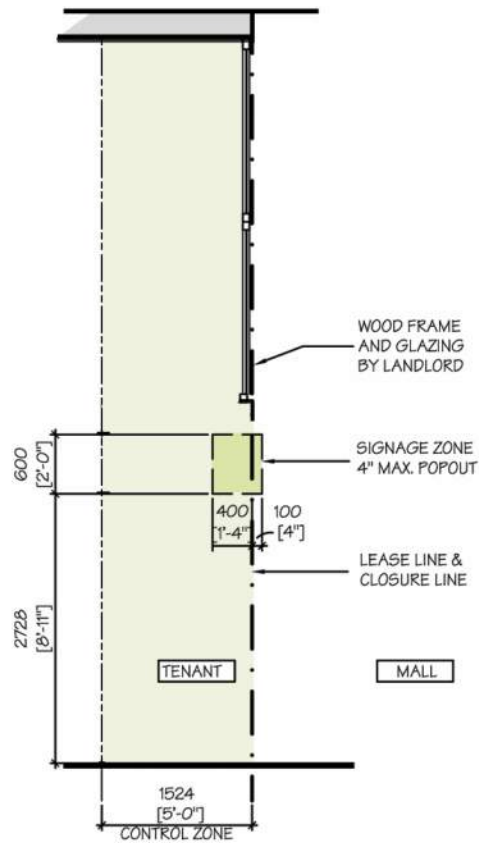


ELEVATION - TYPICAL STOREFRONT CONDITION



PLAN - TYPICAL STOREFRONT CONDITION

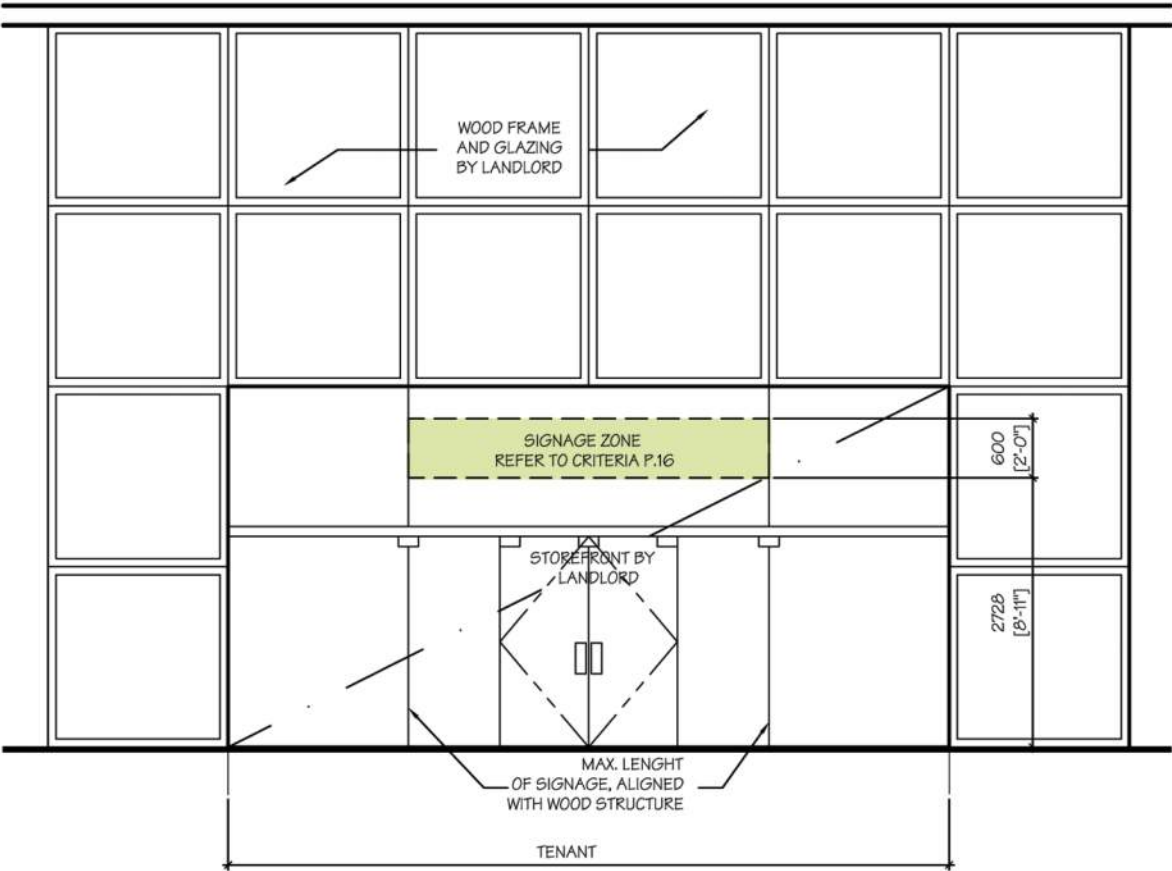




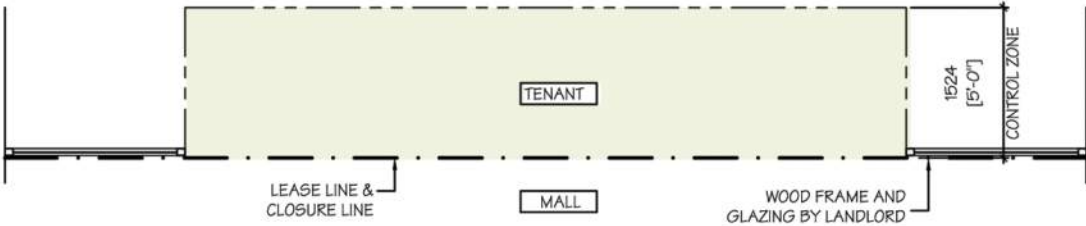
SECTION - TYPICAL STOREFRONT CONDITION



Existing Condition



ELEVATION - TYPICAL STOREFRONT CONDITION

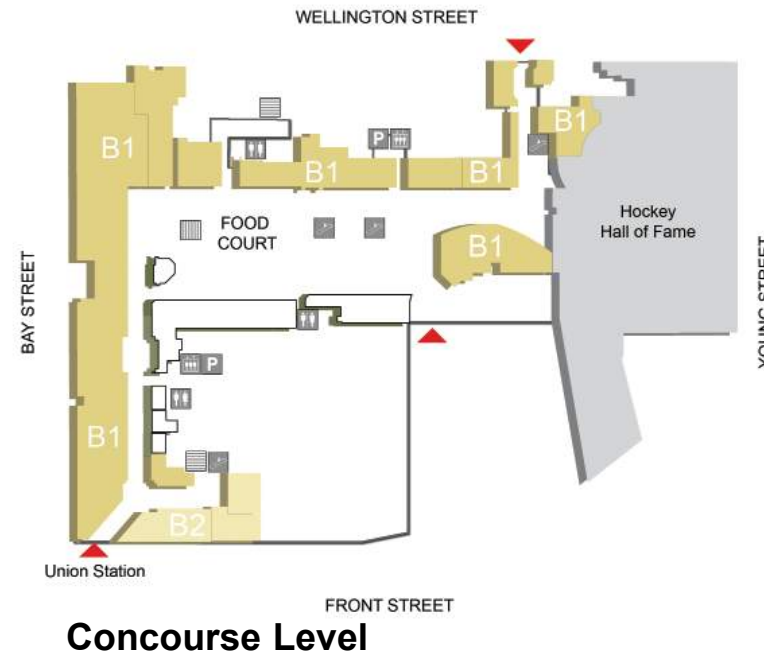


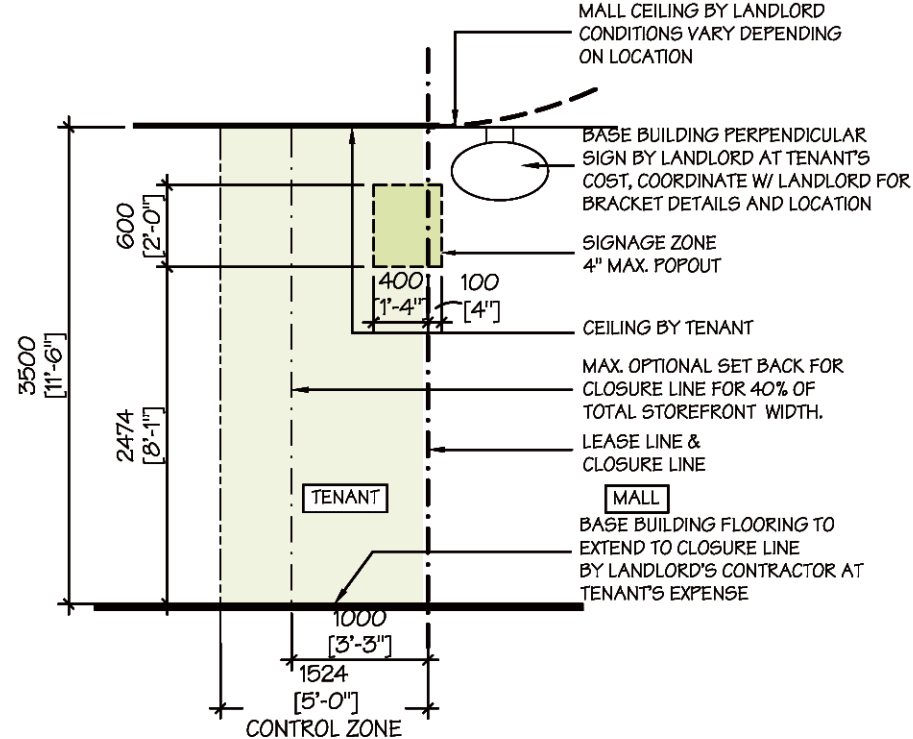
PLAN - TYPICAL STOREFRONT CONDITION

Type B: Typical Storefront Design

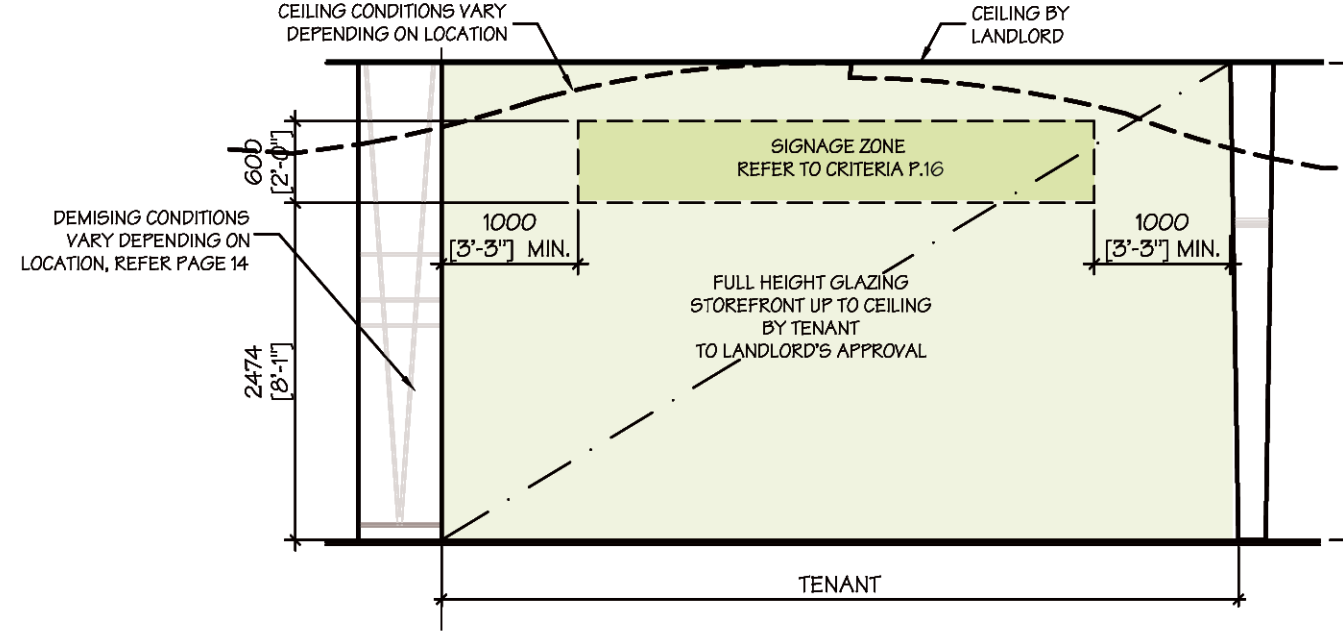
The following criteria are to be considered and incorporated into the store designs:

- 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. For acceptable signage details refer page 15.
- Tenants shall maximize the use of glass to maintain a show window type concept. The storefront shall be a minimum of 90% transparent. The balance of the storefront has to be fenestrated or treated with appropriate architectural materials. For acceptable materials, refer to page 19.
- 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.
- Standard extruded aluminum metal window framing will not be allowed. Channel metal glazing bases must not exceed 100 mm (4") high. Stainless Steel or chrome framing are the only accepted materials.
- One of a kind storefront designs will be required.

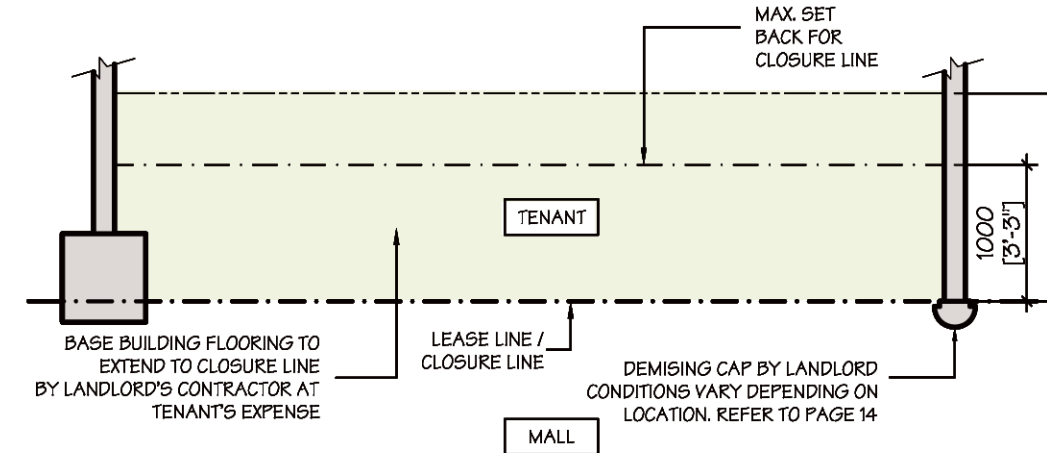




SECTION - TYPICAL STOREFRONT CONDITION

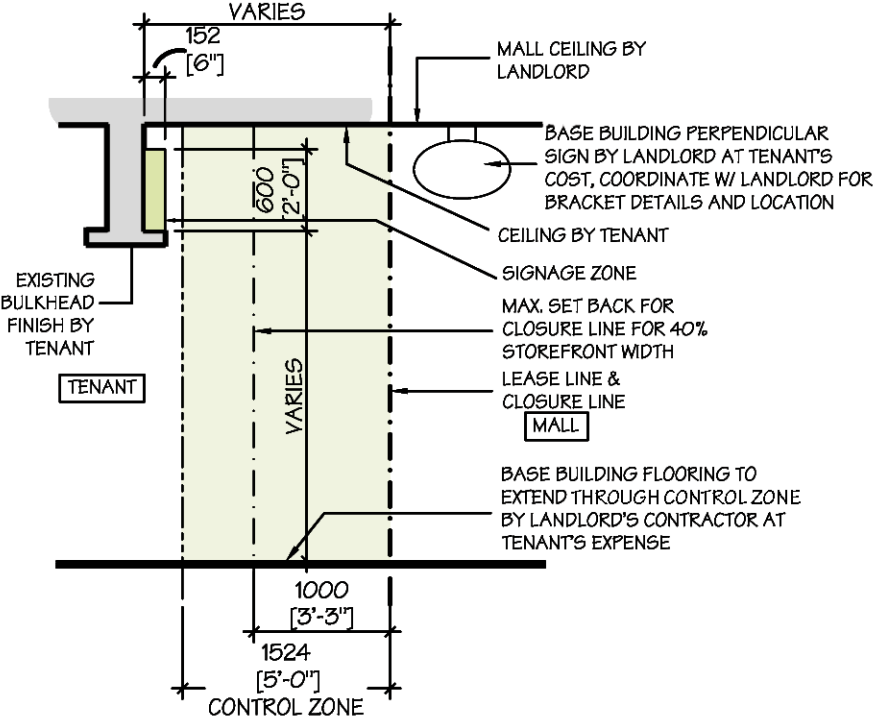


ELEVATION - TYPICAL STOREFRONT CONDITION

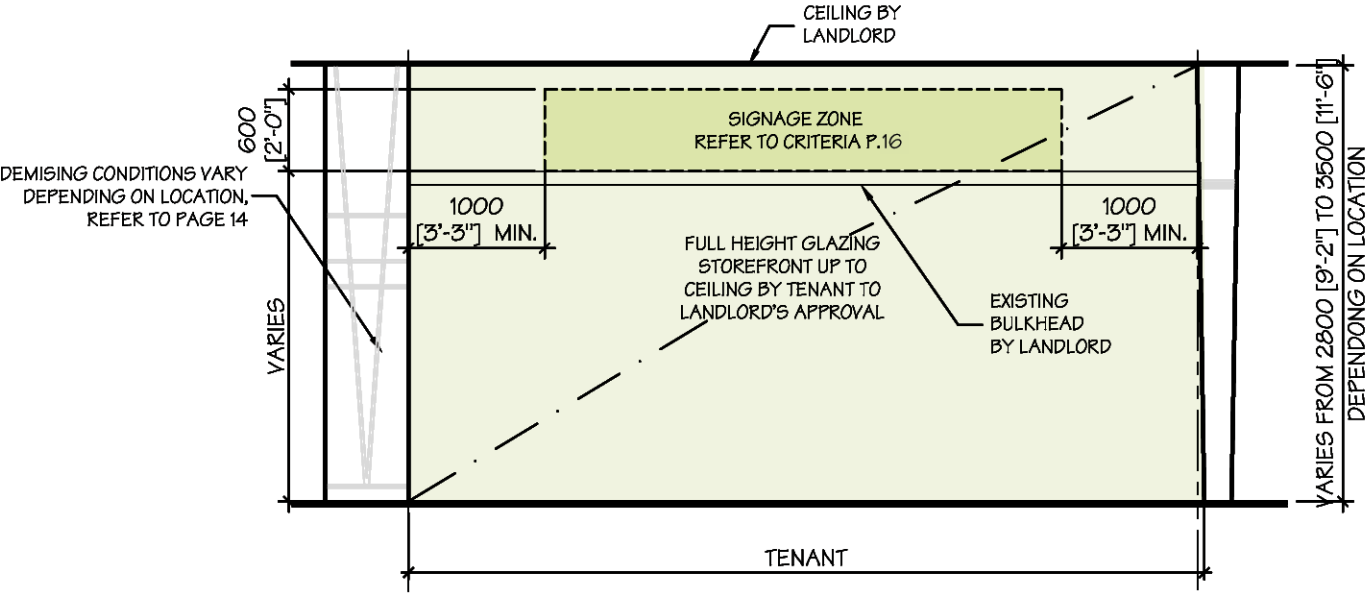


PLAN - TYPICAL STOREFRONT CONDITION

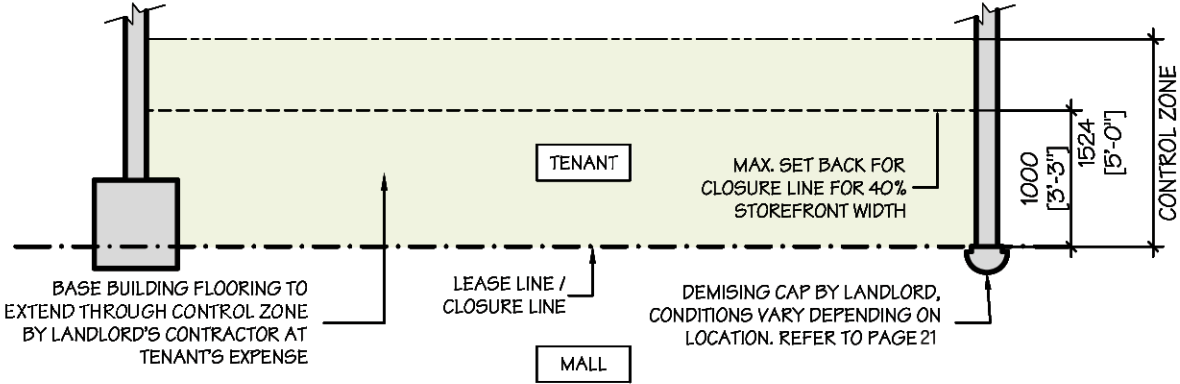




SECTION - TYPICAL STOREFRONT CONDITION



ELEVATION - TYPICAL STOREFRONT CONDITION

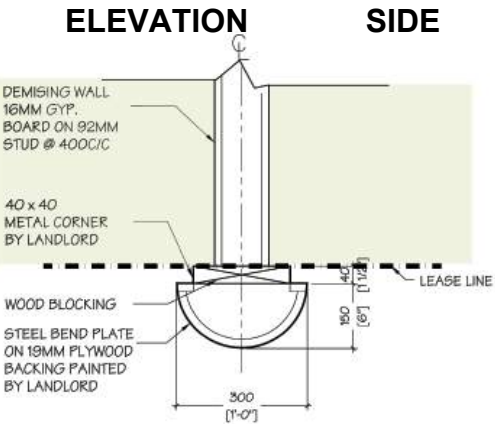
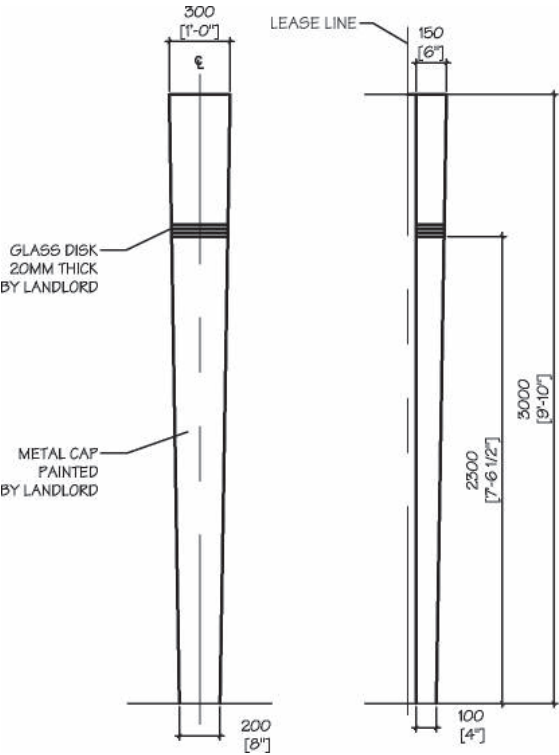


PLAN - TYPICAL STOREFRONT CONDITION



Condition 1

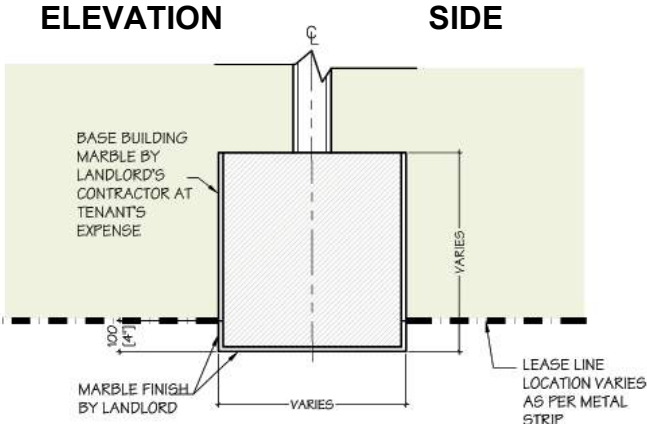
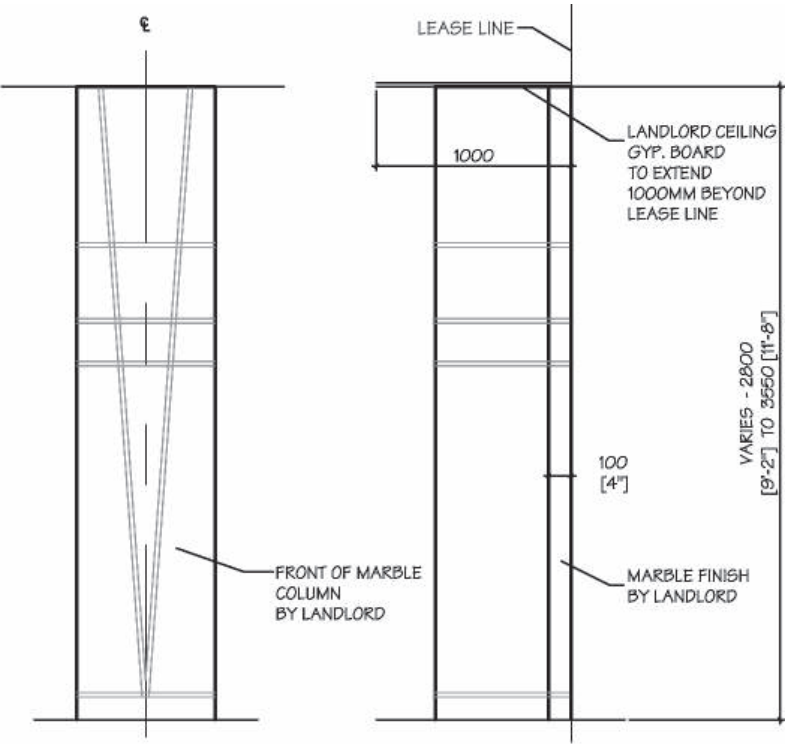
Half circled demising cap.
These are painted metal cap with a decorative glass detail original to the building.



DETAIL

Condition 2

Marble architectural demising column.
These are full height marble clad structural columns original to the building which divide the bays.



DETAIL

Variable Demising Conditions

Demising Cap Features

The retail tenant's spaces will be divided according to either of the following Landlord's architectural features. 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.

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. Illuminated or non-illuminated graphic panels or boxes, if located within the Landlord Control Zone, may be permitted, subject to Landlord approval.

- Approval of the design of the Tenant's primary signage will be based, in part, on the following precepts:
- 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 & icon heights within the Signage Zone are subject to Landlord's approval
- Signs must not be attached or suspended from the ceiling (Except for Criteria C2).
- No flashing, blinking, animated or audible signs will be permitted.
- Visible or exposed light sources will not be permitted.
- 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.

Secondary Signage

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

Acceptable types of secondary signage may be:

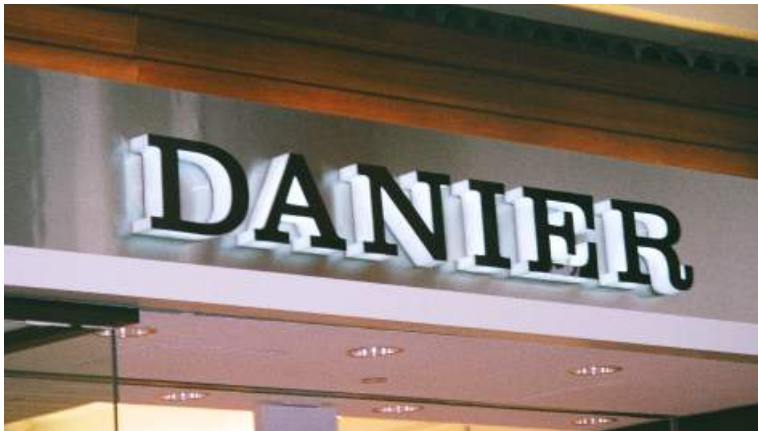
- sandblasted, etched or vinyl letters / logo on the storefront glass, cut-out metal or wood letters inside the storefront display windows Mosaic tile inserts within the tenants floor finish and behind the closure line.

The secondary signage:

- Must be subtle, and should not compete with the primary signage. It cannot cover more than .14 sq. m (1.5 sq. ft.) in total area for the storefront. Vinyl letters /logo are to be mounted on the interior side of the tenants space only.

Acceptable Types of Signage

- Silhouette (halo type) reverse channel letters with neon illumination.
- Illuminated front face or three side illuminated channel letters.
- Internally illuminated cabinet sign with routed out copy and push through acrylic letters. The sign cabinet must be recessed, or fully integrated into the façade design.
- Three-dimensional, carved or freestanding individual letters.



acceptable primary sign - channel letters with illuminated sides



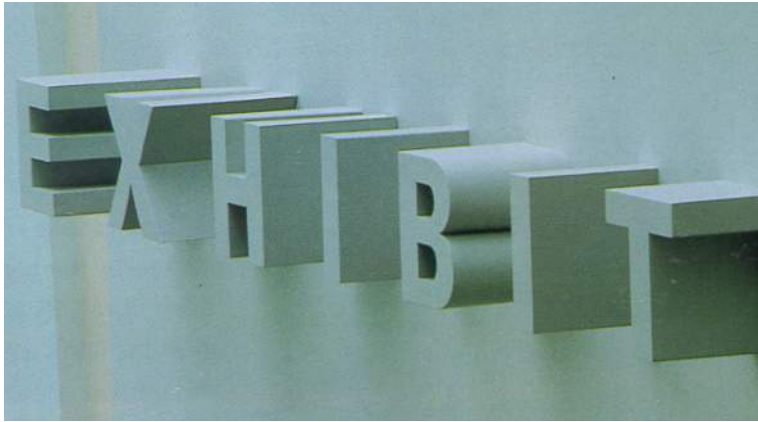
acceptable primary sign - internally illuminated push-through acrylic letters



acceptable primary sign - reverse channel letters



acceptable primary sign - logo type with individual cut out letters



acceptable primary sign - stylized 3D letters tone on tone

Unacceptable Types of Signage

While the signs below may be acceptable in another environment, they would not be acceptable at Brookfield Place for the reasons indicated.

- Exposed or surface mounted box or cabinet type 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.



unacceptable - exposed neon tubes



unacceptable - surface mounted box sign



unacceptable - flat letters, illuminated with gooseneck lighting



unacceptable - letters exceed 16" high

Primary Signage

In order to promote retail individuality along the streets surrounding Brookfield Place, tenants are encouraged to provide interesting and unique storefront signs in their interior space. 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. Illuminated or non-illuminated graphic panels or boxes, if located within the Landlord Control Zone, may be permitted, subject to Landlord approval.

Each Tenant exterior storefront signage will be individually evaluated to allow for design creativity and respect for specific architectural characteristics of the building. Approval of the design of the Tenant's primary signage will be based, in part, on the following precepts:

- All signs must be located within the interior side of the Tenant's space only. Signs attached to the exterior facade of the building will not be allowed.
- Free standing furniture, podium or bases behind the exterior window are recommended to support the signage. Signs may be attached to column if conditions permits exterior visibly.
- No flashing, blinking, animated or audible signs will be permitted.
- Visible or exposed light sources will not be permitted.
- All conduits, transformers or other related equipment must be completely concealed from view from the street. Exposed brackets or fastenings must be painted out to minimize their appearance. Manufacturers' or government labels must be concealed from view.

Secondary Signage

Tenants may be permitted to have a secondary signage at the exterior storefront, subject to Landlord approval. The 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. Vinyl letters /logo are to be mounted on the interior side of the tenants space only.

Acceptable types of secondary signage may be:

- Vinyl letters / logo on the storefront glass
- Cut-out metal or wood letters inside the storefront display windows
- Mosaic tile inserts within the tenants floor finish and behind the closure line.
- Individual 3d letters sitting on free standing furniture, podium or bases.

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

Landlord's Base Building Materials

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

- Floor finish:
Street Level: Granite (Texas Pearl, Rockville Pink, Nero Absoluto)
Concourse Level: Granite (Sardinian Pink, Agate, Nero Absoluto)
- Drywall ceiling:
Street Level: Skylight
Concourse Level: Curved & flat drywall with paint finish
- Columns and Demising Caps:
Street Level: Metal Galleria structure with granite column & yellow brick arch (Sam Pollock Square)
Concourse Level: Dowe marble column & painted metal (see details page 14)
- Walls:
Street Level Entrance: Kasoda American Limestone

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, flat-cut oak, painted wood
- Metal laminates
- Applied vinyl letters

Storefront Security Systems



Encouraged storefront examples

- 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.

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. No multiple stacked glass panels are to be exposed, except for Zone B2.
- Solid doors, roll-down or sliding grill type closures and garage doors will not be permitted.
- Fully open storefronts are not permitted. Storefronts can have a maximum opening / entrance of 40% of the entire façade.

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. Tripping hazards such as carpet trim strips and noticeable reducer trim are not permitted.
- Carpeting, if used within the sales area, shall be of the highest quality (minimum 32 oz quality).
- Vinyl tile or any other sheet flooring goods, as well as simulated materials such as simulated wood planks, are not permitted in the sales area.
- All ceiling construction, including drywall bulkheads and ceilings, are to be properly supported and braced to the building structure.
- Standard acoustical tile ceilings will not be permitted within the sales area.
- 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.

Interior Lighting Requirements

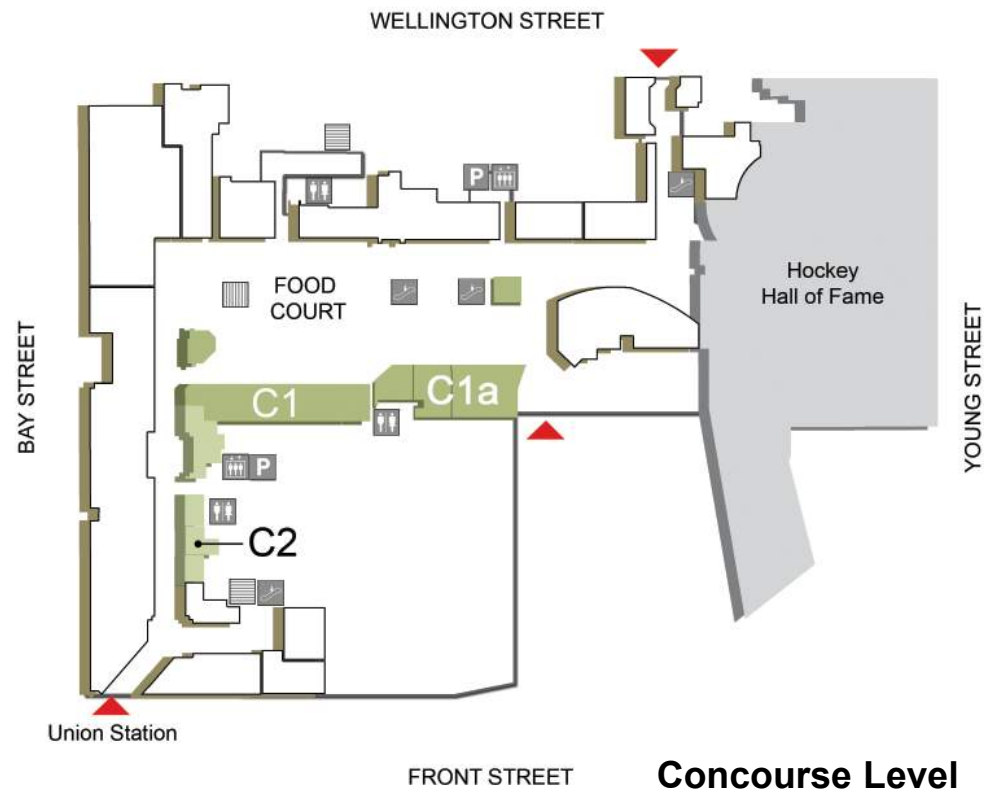
- Tenants must have dramatic and well illuminated storefronts, emphasizing their visual presentation, display windows and architectural features. Refer to Landlord Control Zone criteria.
- Tenants must have a well illuminated sales area. Appointed accent lighting and varied lighting levels that will 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.
- 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 will not be permitted, and if considered, will be subject to Landlord's approval, based on the merit of the design.
- 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.
- 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.
- Suspended or surface mounted track lighting systems will not be permitted.
- 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 & counters and is not to be visible by the customers.
- No lighting shall be installed in the Landlord's storefront bulkhead or outside the demised premises other than those installed by the Landlord.

2.3 - Food Court Criteria

Type C: Typical Food Court Design

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

- Tenant storefront construction shall not project beyond the Tenant lease line, including moldings, or any other architectural elements.
- Tenant shall provide a sign support to receive lettering, icons and to conceal all electrical wiring and transformer. The support shall be fully integrated with the overall design of the storefront & is subject to Landlord's approval.
- All surfaces including floor, walls, ceiling, counters, cupboard and shelving that is located in any storage, food preparation area or walk-in cooler/freezer must be constructed of materials that are smooth, non-absorbent, free of cracks or crevices, easily washable. These materials shall be in accordance with all applicable requirements of the appropriate public health authorities.
- All visible tenant equipment on counter facade shall be covered by a front counter material. Exceptions, such as food display cases, must be submitted to Landlord for approval. All equipment located at front counter, including sneeze guards and display units, must not exceed 4'-6" high.
- Ceiling material shall be washable. Acoustical ceilings and open ceilings will not be allowed in the Tenant area open to public view. Track light & mounted surface lights will not be permitted in the control zone, recessed lighting and suspended light fixtures are encouraged.
- Tenant food counter must integrate built-in tray rail which includes a concealed continuous strip light. Projecting tray rails are not accepted.
- Tenant's hood must be clad in an architectural finish & incorporated to the overall design. Exposed stainless steel hoods will not be accepted
- One of a kind storefront designs will be required.



Concourse Level



Note:

- Tenant shall provide a sign support to receive lettering and icons, and to conceal all electrical wiring and transformer.
- The sign support must be attached to the bulkhead within the indicated signage zone. All lettering and icons on the support shall not exceed 3000 (9'-10") a.f.f.
- The support shall be fully integrated with the overall design of the storefront & is subject to Landlord's approval.
- Roll down Closure Grilles for Food Court tenants are to have the following specifications: Manufacturer: Dynamic Closures, Contacts: John Dent & Gerry Dent, telephone 1-905-639-9472 (Burlington) or toll free 1-888-462-2201.

- A - Model: Portcullis. (1 3/4" spacing)
 - Pattern: Straight.
 - Finish: Clear Anodized.

Site Details:

- Recessed guides flush or fully concealed into adjacent vertical surfaces.
- Extra high lift above ceiling (12"), to allow for installation of pot lights below.
- 5 inch ceiling channel or "J" mold innerface & outface of ceiling grille slot, painted black, to conceal the grille in the up position (by General Contractor).
- 1 3/4" x 4" U-channel steel vertical support by Dynamic (pre-installed) recessed into the wall. General Contractor to indicate location.
- Bottom of grille to have black rubber.

Operation by either:

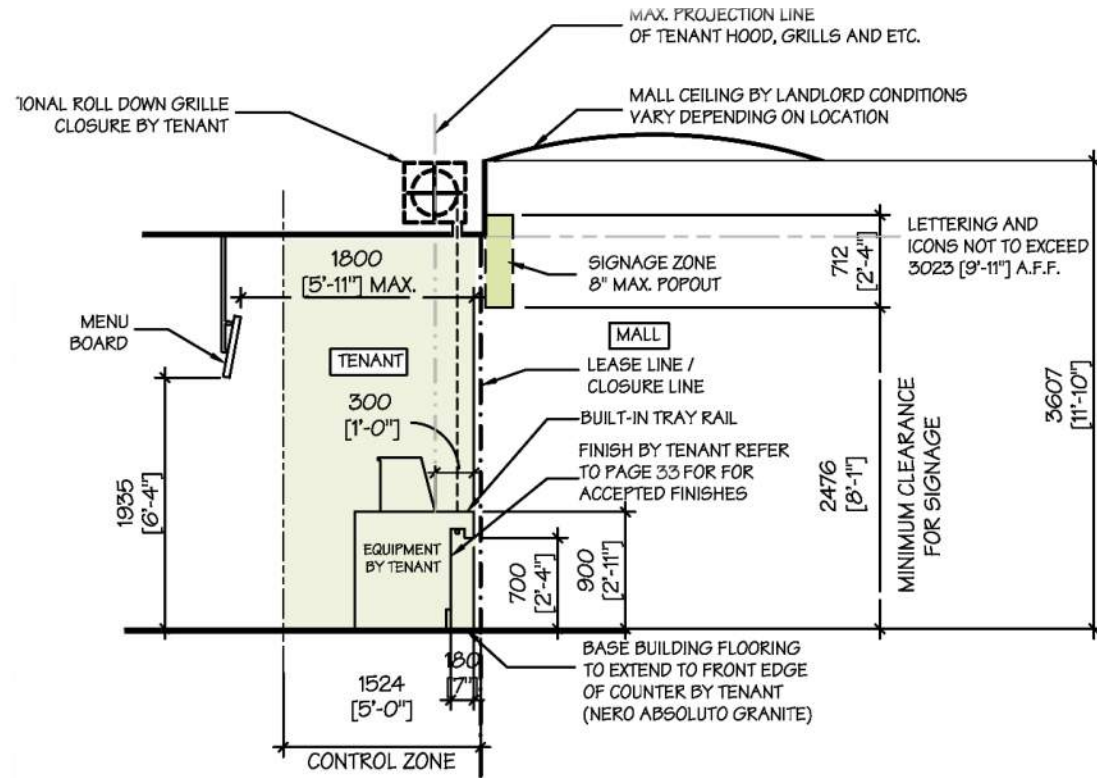
- a. Removable crank arm with interior cylinder locks or
- b. Electric operation with brake and no cylinder locks, to include electric keyswitch to open & close on interior side.

Side Folding grille, an optional closure system for C1a Food Court tenants is to have the following specifications:

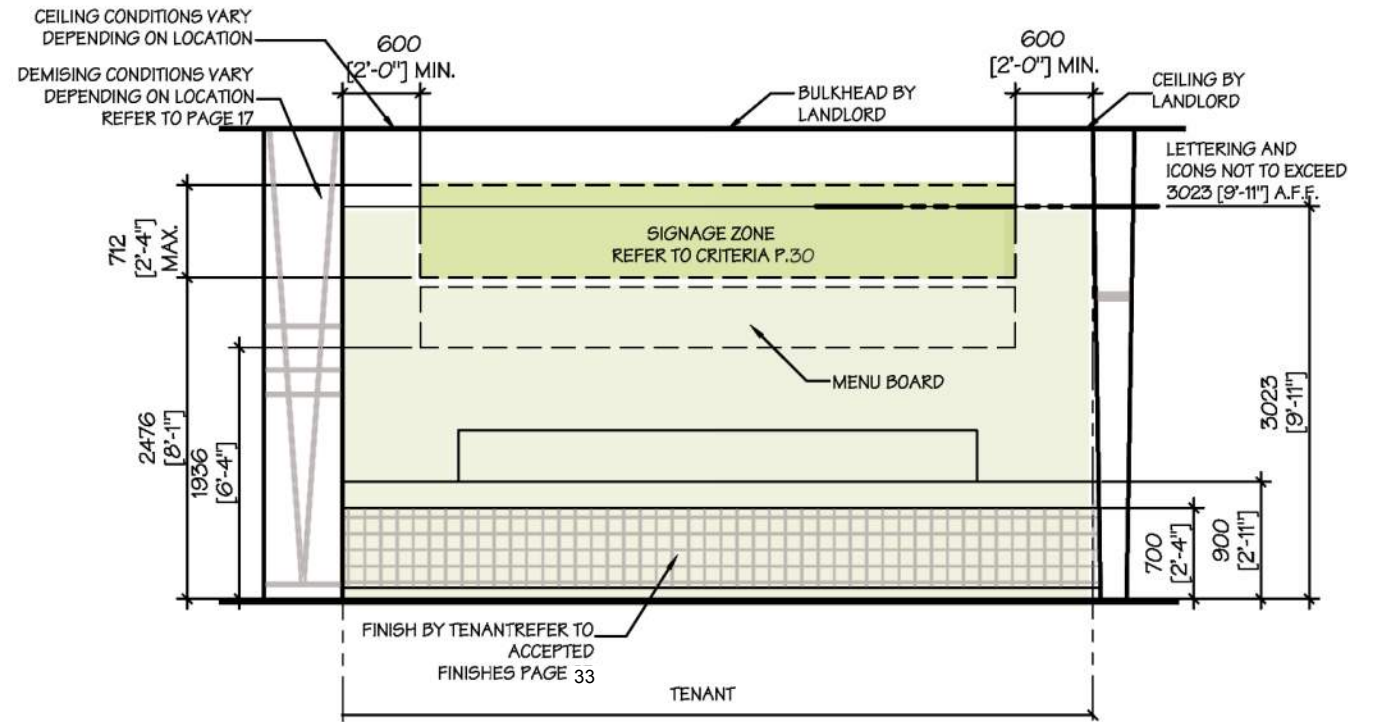
- B - Model: Starlite S-126.
 - Pattern: Straight.
 - Finish: Clear Anodized.
 - Egress: bi-part or full 3 x 7" (full height conditions)

Site Details:

- Closure grille is to have top and bottom locking posts. A spring loaded dropbolt engages a bottom socket and a top liftbolt protrudes into track and header.



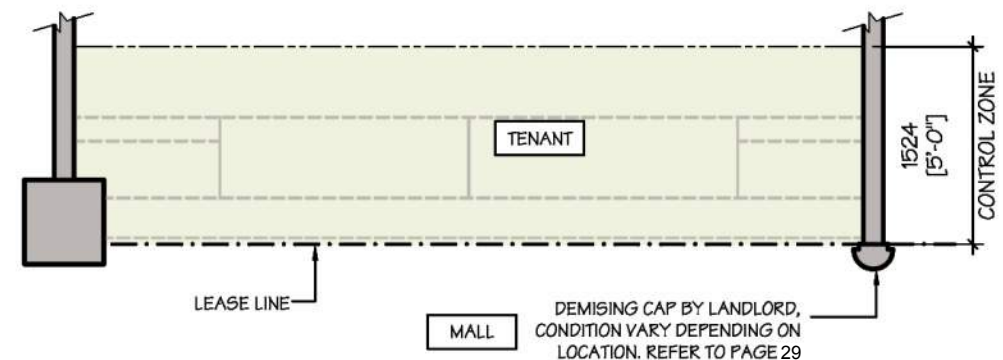
SECTION - TYPICAL STOREFRONT CONDITION



ELEVATION - TYPICAL STOREFRONT CONDITION

Note:

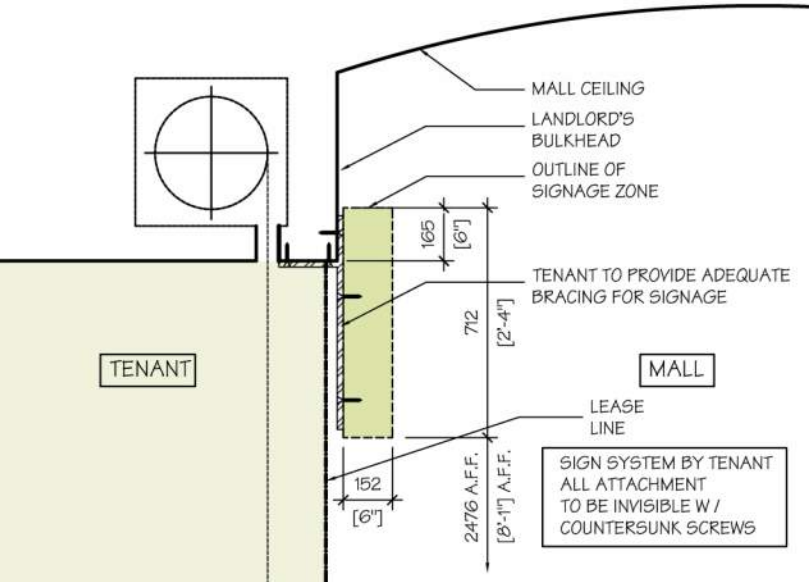
- Tenant shall provide a sign support to receive lettering and icons, and to conceal all electrical wiring and transformer.
- The sign support must be attached to the bulkhead within the indicated signage zone. All lettering & icons on the support shall not exceed 3023 (9'-11") A.F.F.
- The support shall be fully integrated with the overall design of the storefront & is subject to Landlord's approval.



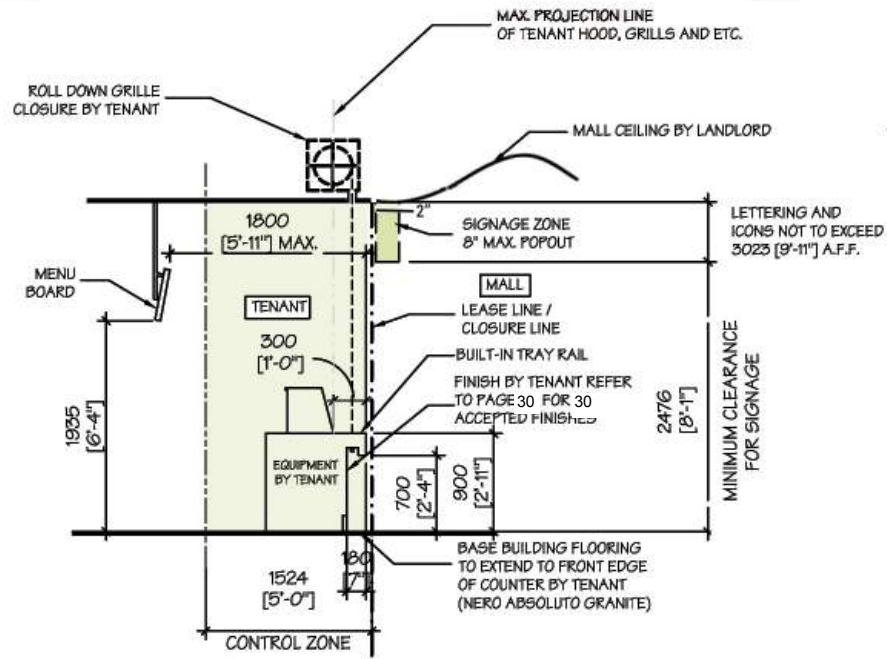
PLAN - TYPICAL STOREFRONT CONDITION



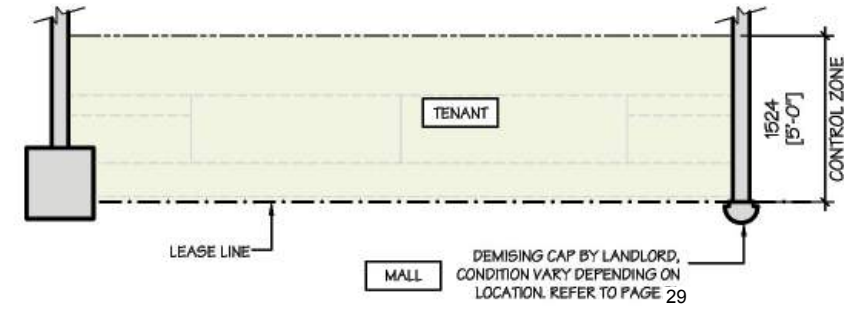
ARTISTIC IMPRESSION - STOREFRONT EXAMPLES



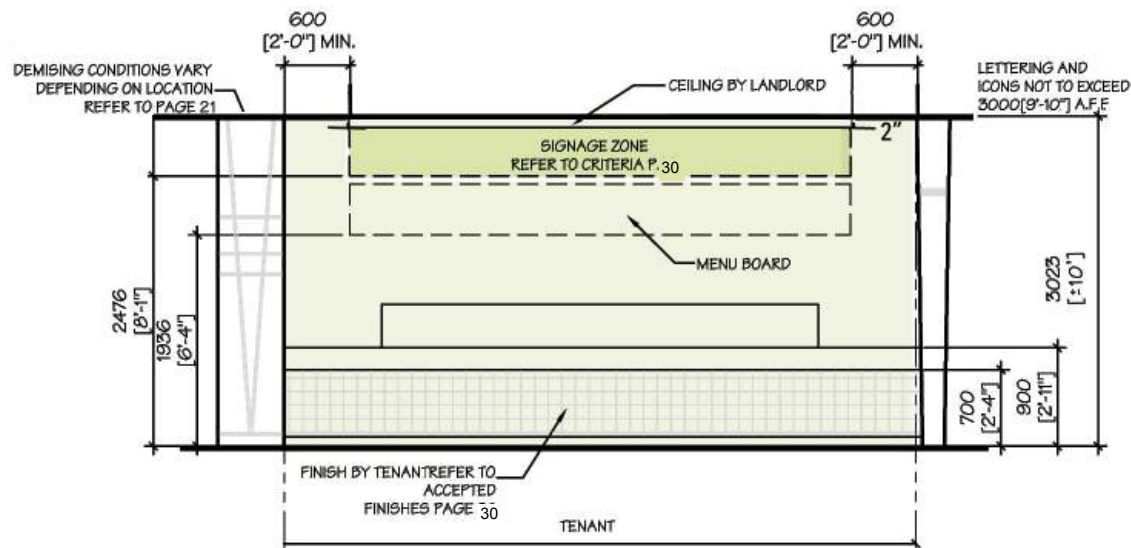
DETAIL - TYPICAL SIGNAGE ATTACHMENT



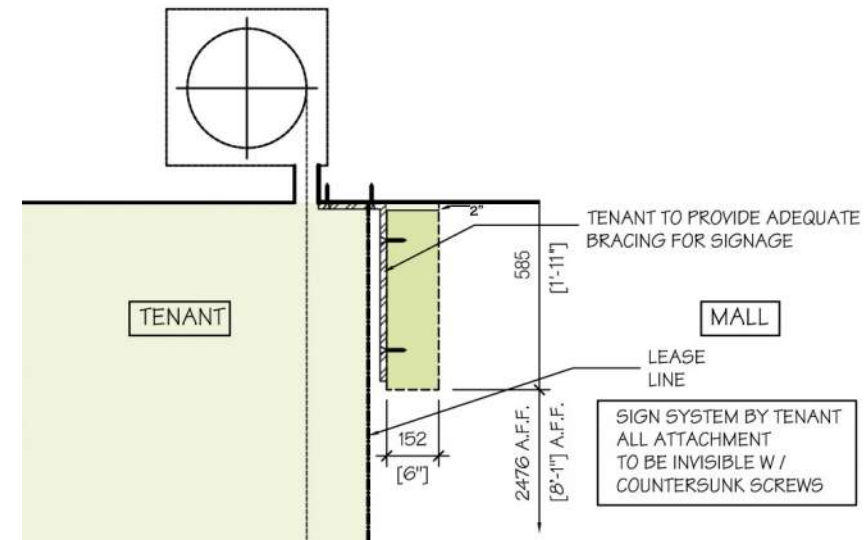
SECTION - TYPICAL STOREFRONT CONDITION



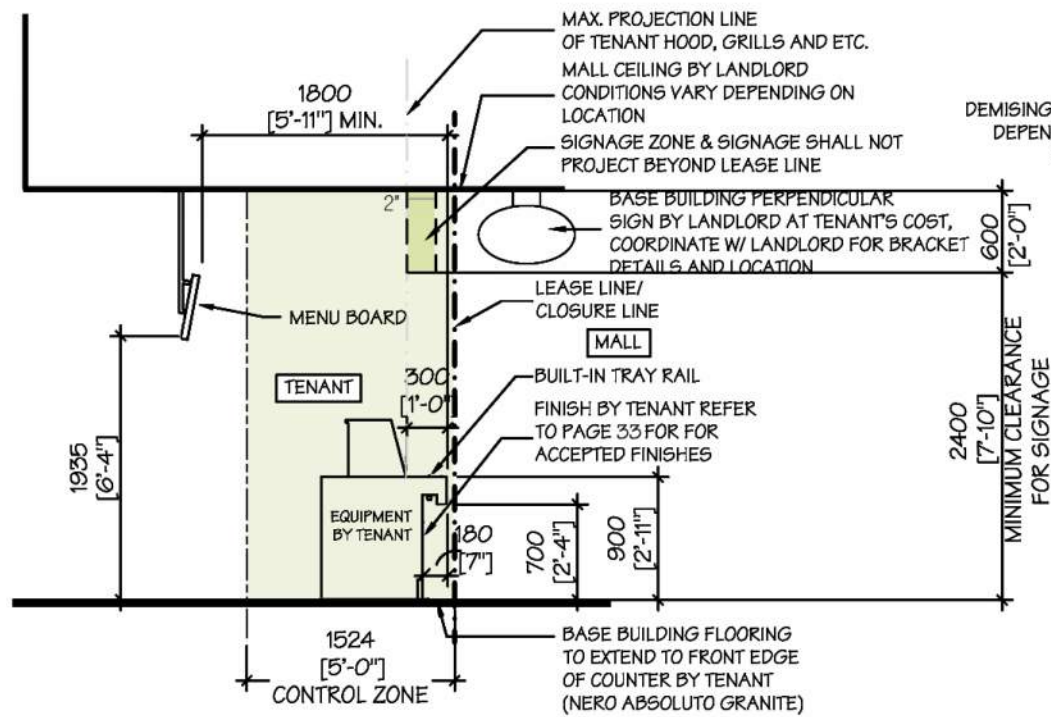
PLAN - TYPICAL STOREFRONT CONDITION



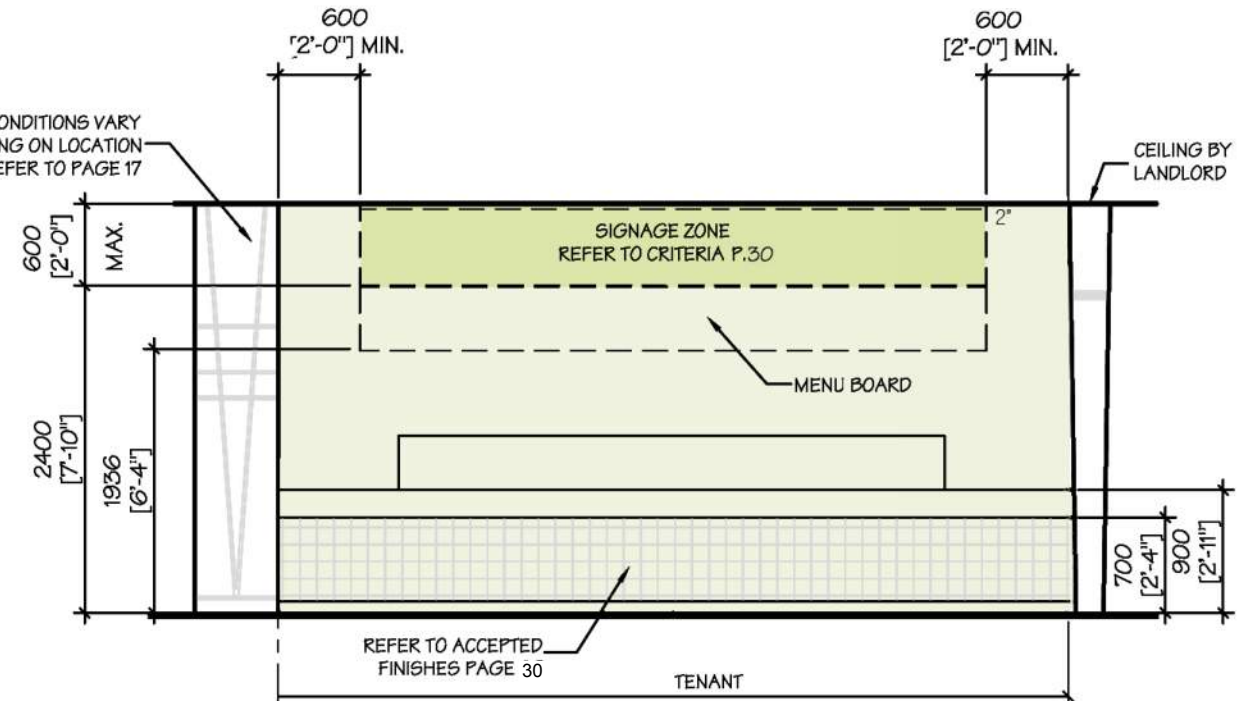
ELEVATION - TYPICAL STOREFRONT CONDITION



DETAIL - TYPICAL SIGNAGE ATTACHMENT



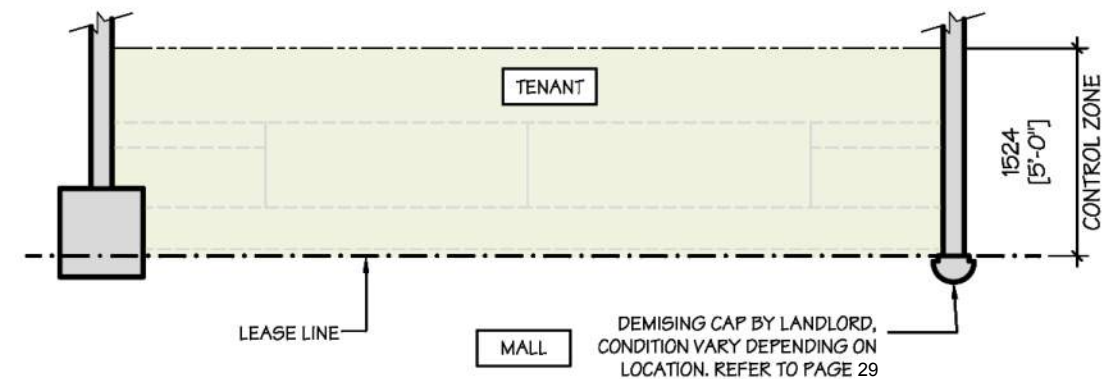
SECTION - TYPICAL STOREFRONT CONDITION



ELEVATION - TYPICAL STOREFRONT CONDITION

Note:

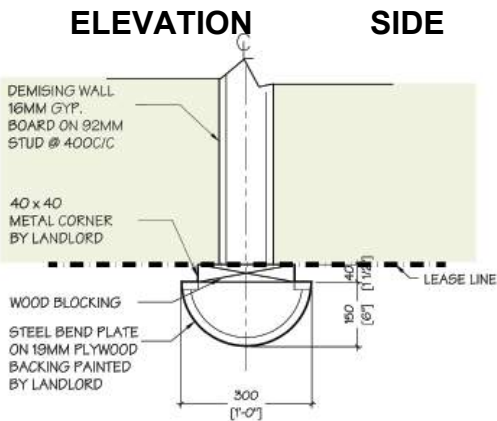
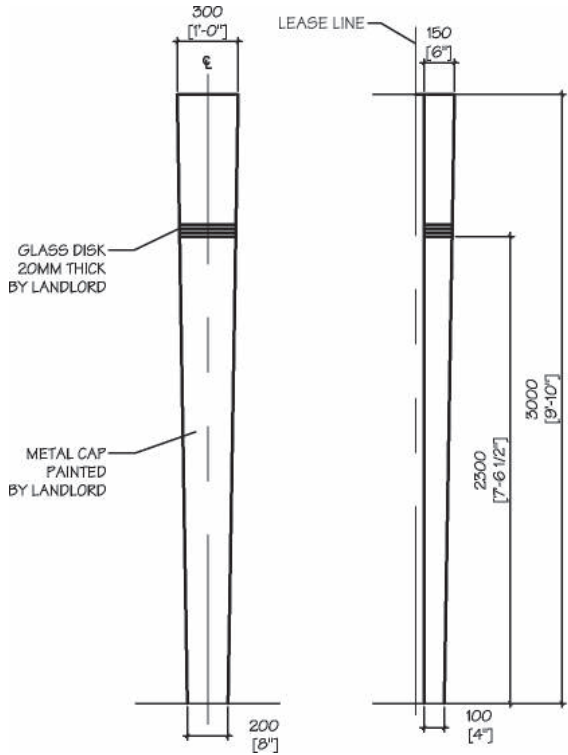
- Tenant shall provide a sign support to receive lettering and icons, and to conceal all electrical wiring and transformer.
- The sign support must be attached to the ceiling within the indicated signage zone. No standard bracket or tube will be allowed. A high quality attachment system will be required
- The support shall be fully integrated with the overall design of the storefront & is subject to Landlord's approval. Refer to page 30 for signage criteria.
- All Tenants must have a full height folding or sliding glass closure system. The glass panels must be stored within a non-visible pocket / panel enclosure as to meet Landlord approval.



PLAN - TYPICAL STOREFRONT CONDITION

Condition 1

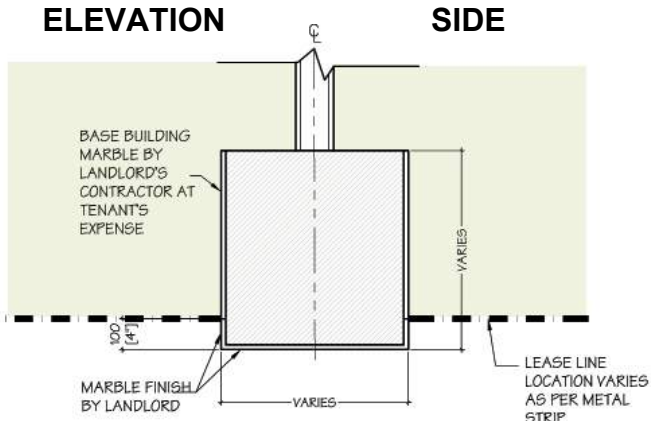
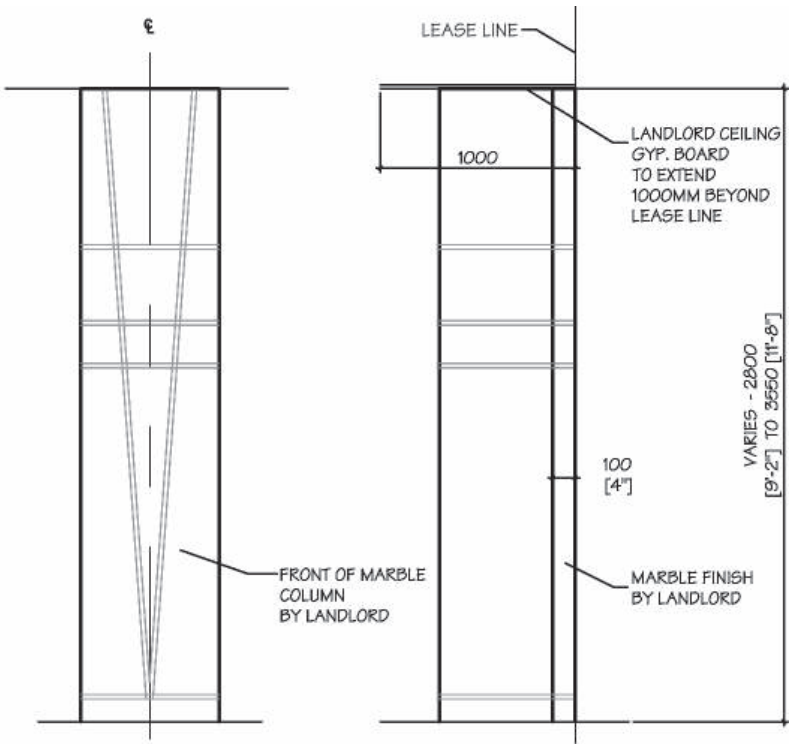
Half circled demising cap.
These are painted metal cap with a decorative glass detail original to the building.



DETAIL

Condition 2

Marble architectural demising column.
These are full height marble clad structural columns original to the building which divide the bays.



DETAIL

Variable Demising Conditions

Demising Cap Features

The retail tenant's spaces will be divided according to either of the following Landlord's architectural features. 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.

Food Court Tenant Signage Criteria

In order to promote retail individuality in the food court, food court 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.

- Approval of the design of the Tenant's primary signage will be based, in part, on the following precepts:
- Signs must be located within the designated Signage Zone, and must not exceed 40% of the total storefront length and within the Signage Zone.
- No flashing, blinking, animated or audible signs will be permitted.
- Visible or exposed light sources will not be permitted.
- 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.

Food Court Tenant Menu Board Criteria

In order to maintain a pleasant and high quality food court ambiance at the Exchange Tower Food Court, tenants are encouraged to use well designed, non-commercial menu boards in their stores. Menu boards designs must be reviewed and approved by the landlord before construction. Below is a list of guidelines and photos to illustrate them.

- No embellished menu frames. Maintain simple sign frames. Images to remain inside menu frames.
- No more than 40% illustrations will be permitted on the menu boards.
- Dark background with light text or images encouraged. Limit sign colors to avoid multicolor appearance.
- No reflective glass or Plexiglas to avoid undue reflections
- No gratuitous advertising panels or illustrations other than tenant logo.
- Front lit menu boards are encouraged using pendant or recessed lighting. Surface mounted track lighting is not permitted.
- For backlit menu boards, avoid high light levels so as not to take away from the food court ambiance. LED backlit menu boards are preferable over fluorescent back lighting.
- Handwritten menu boards on blackboards are permitted, providing the writing has a professional appearance. Luminescent handwritten boards are not permitted.

Acceptable
Types of Signage



Internally illuminated three sided acrylic letters with opaque front face



Three dimentionnal cut out face-lit acrylic letters with LED illumination and opaque backing



Channel letters with illuminated front face

Unacceptable
Types of Signage

While some of these signs may be acceptable in another environment, they would not be acceptable at the Exchange Tower for the reasons indicated.



Paper, cardboard, cloth, foam or other signs that are not professional in appearance.



Exposed neon tube or open face channel letters with exposed neon tube.



Exposed or surface mounted box or cabinet type signs

Acceptable
Types of Menu Board



Well designed menu boards with dark background and light text are encouraged.



Maintain simple menu board frames



Low light level integrated LCD screen illustration.

Unacceptable
Types of Menu Board



Overly embellished menu frame.



No surface mounted tracklights. Illustrations covering over 40% of the menu boards will not be permitted.



Overly lit, multicolour menu boards with over 40% illustration.

Storefront Finishes

Service Area Materials and Finishes

The Tenant materials installed in the service area, open to the mall public view, are critical in creating a quality and dynamic retail experience. To remain consistency with the noble materials used in the Brookfield Place, and to maintain a high standard of design and retail animation, Tenants are encouraged to use 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 Tenants 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.

Acceptable Service Area Materials

- Tempered glass
- Quality porcelain
- Mosaic tiles
- Stainless steel
- Finish-grade figured hardwood, stained and/or lacquered
- Quality acrylic surfaces
- Plastic laminates
- Metal laminates

Unacceptable Service Area Materials

- Painted drywall
- Slatwall or pegboard
- Sandblasted, stained, or etched glass
- Brushed or textured metals
- Painted metals
- Simulated plastic laminates: brick, stone, wood, etc.
- Vinyl or fabric wallcovering
- Mirrored finishes
- Distressed wood, masonite, plywood paneling, knotty pine, flat-cut oak, painted wood

Interior Lighting Requirements

- Tenants must have a well illuminated service area. Appointed accent lighting and varied lighting levels that will create drama and interest is encouraged.
- All light fixtures shall be high quality commercial grade.
- 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 will not be permitted, and if considered, will be subject to Landlord's approval, based on the merit of the design.
- 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.
- All light fixtures and installations must conform to all applicable building and construction codes and regulations.
- Tenants must have dramatic and well illuminated storefronts, emphasizing their visual presentation, display windows and architectural features. Varied light levels of 25 - 225 F.C. is suggested. Refer to Landlord Control Zone criteria.
- 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.
- Suspended or surface mounted track lighting systems will not be permitted.
- 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 & counters and is not to be visible by the customers.
- No lighting shall be installed in the Landlord's storefront bulkhead or outside the demised premises other than those installed by the Landlord.

3.1 Landlord's Work

3.1.A Basic Space:

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

3.1.B Walls:

The Landlord's demising walls consist of concrete block or 92 mm (3 5/8") metal studs at 401 mm (16") on the centre from slab to slab, clad on the Tenant's side with 16 mm (5/8") drywall (taped and sanded). The drywall will be installed to a height of 3660 mm (12'0") or the underside of the structural slab, whichever is lower. 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, concrete block, steel.

3.1.C Floors:

A concrete floor with toveled finish or as existing. Floor loading shall not exceed 100 pounds per square foot.

3.1.D Ceilings:

As existing. Tenant's consultants should visit the Premises to determine height restrictions.

3.1.E Electrical Services:

- a. Access to 347/600 Volt 3 phase 4 wire electrical service with feeder and conduit, brought to a location designated by the Landlord on the basis of a total electrical load of 6 watts per square foot of the Rentable Area of the Premises for regular retail tenants and 30 watts per square foot of the Rentable Area of the Premises for Food Court tenants or as existing, unless requested otherwise.

- b. Telephone Conduit

A 19mm (3/4") diameter empty conduit for telephone service terminated at a location designated by the Landlord or as existing.

3.1.F Mechanical Services:

- a. Plumbing

The Landlord shall provide access to plumbing services for future connection, at a location designated by the Landlord, consisting of a 100mm (4") sanitary line, 38mm(1 1/2") cold water line, and 50mm (2") sanitary vent line or as existing. In order to hook up to these services it may be necessary for the Tenant to core through concrete slabs or walls.

- b. Heating, Ventilating and Air-Conditioning (HVAC)

Concourse Level Retail

Access to 63 mm (2.5') diameter chilled water supply and return lines brought to a location at the lease line as designated by the Landlord.

The chilled water system is designed to accommodate the heat gain from electrical power consumption of 8 watts per square foot and 240 BTU's per 25 square feet from occupant load.

Access to tempered outdoor air (maximum 0.4 cfm/s.f.) in the public mall or public mall ceiling plenum at the lease line. An equivalent amount of Tenant return air shall be discharged into the public mall ceiling plenum. The Tenant will be responsible for providing any openings in the bulkhead separating the Premises from the public mall ceiling plenum to accomplish this.

As the Concourse retail space is below grade, there is no provision by the Landlord for heating. The Tenant will be responsible for any additional electric comfort control heaters needed to suit specific uses in special areas such as change rooms, offices, and washrooms etc.



Ground Floor Retail

Access to 63 mm (2.5”) diameter chilled water supply and return lines brought to a location at the lease line as existing or as designated by the Landlord.

The chilled water system is designed to accommodate the heat gain from electrical power consumption of 8 watts per square foot and 240 BTU's per 25 square feet from occupant load.

Access to tempered outdoor air (maximum 0.4 cfm/s.f.) at the Landlord designated lease line.

Any exterior wall will be heated by either a hot water convector or fan coil systems depending on the specific location of the Premises in the Development. The Tenant will be responsible for any additional comfort control heating (electric or hot water) to handle the specific Tenant design requirements in special areas such as change rooms, offices, washrooms, etc.

c. Sprinkler

A sprinkler system will be provided, based on an open floor plan and substantially conforming to the Landlord’s base building mechanical drawings or as existing.

d. Fire and Life Safety

A life safety system including Fire Alarm System tied to the base building system and sprinkler system in accordance with the Base Building Standards.

e. Smoke Evacuation

A smoke evacuation system in accordance with Base Building Standards. The system is based on an open ceiling plenum above the Retail Component.

f. Sanitary Exhaust

Access for connection to a sanitary exhaust shaft or duct for use by the Tenant’s washroom facilities at a location designated by the Landlord as applicable.

g. Kitchen Exhaust

For food service tenants, access for connection to the base building kitchen exhaust duct or riser at a location determined by the Landlord. The duct and riser shall use standard non welded sheet metal ductwork construction.

h. Natural Gas

For food service tenants, access for connection to a gas main at a location determined by the Landlord.

i. Automatic Temperature Control (ATC) and Central Control and Monitoring System (CCMS)

An Automatic Temperature Control (ATC) and Central Control and Monitoring System (CCMS) capable of monitoring and controlling the Tenant’s HVAC system. All installations are to be connected to the base building automation system by base building contractors.

j. Fire Hose Coverage

The standard length of fire hose is 100 feet. The Tenant’s consultants must ensure that proper coverage is provided within the Tenant’s premises.

3.2 Tenant Work

3.2.A 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, Halcrow Yolles, contact Barry Charnish, tel. # 416.363.8123. 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.

Physical Security

Provision of physical security for the Premises and its contents.

Rear Service Door(s)

The Landlord may provide a rear service corridor. If required by building code or Applicable Law, the Tenant will provide a foyer and door. The door will be constructed of hollow metal with a steel frame and appropriate Schlage hardware, in accordance with the applicable codes and/or regulations. The location of any such door and foyer, where required, will be determined by the Landlord.

3.2.B Electrical Requirements:

Consultant's checklist

- Location of service termination
- Power voltage and size of service.
- Location of telephone conduit.
- Electrical Load Summary required (Refer to section 4.4)

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.

3.2.C 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 c.f.m. required.
- 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 & 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 Conditioning

Supply and installation of all required chilled water fan coil units, duct work, piping insulation, automatic temperature systems, materials, labour, 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.

If the Premises are at 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.

If the Premises are at the ground floor level and adjacent to the Galleria or Sam Pollock Square, the Tenant shall provide the required return air connection to the Tenant's side of the lease line, along with the required matching ventilation connection to the Tenant's fan coil unit. This includes all required controls, smoke and/or fire dampers.

Supply and installation of any required sanitary exhaust fan and ductwork system.

c. Kitchen Exhaust

Provision of all required ULC approved ecology type exhaust systems, including shut off dampers and fan, with the appropriate connections at the designated points into the Landlord's kitchen exhaust duct or riser.

d. Natural Gas

Supply and installation from a point designated by the Landlord, an approved system of gas piping, fittings and valves, including all required automatic emergency shut off valves required for kitchen exhaust/gas cooking systems, along with connections of the gas piping systems to all Tenant equipment.

e. Sprinklers

Modifications and relocation of the sprinkler system layout to suit the Tenant's requirements. Any such revision to the sprinkler system layout shall be approved by the Landlord's sprinkler consultant to ensure conformity with insurance underwriting requirements.

f. Fire Protection and Life Safety

Provision of any fire fighting, fire prevention, fire alarm, safety and emergency equipment or lighting in and about the Premises in addition to that included in the Building Systems provided by the Landlord required to meet Applicable Laws or insurance requirements as a result of the Tenant's use of the Premises or as a result of the installation of interior partitions or other improvements installed by or on behalf of the Tenant.

g. Meters

Supply and installation of gas, domestic cold water, chilled cold water and heated water meters, if required by the Landlord. The Landlord will specify the make and model required.

h. Smoke Evacuation

Provision of any extension of the Landlord's system in or about the Premises, in addition to that included in the Building Systems provided by the Landlord, required to meet Applicable Laws or insurance requirements as a result of the Tenant's use of the Premises or as a result of the installation of interior partitions, above or below the ceiling, or other improvements installed by or on behalf of the Tenant.

i. Automatic Temperature Control (ATC) and Central Control and Monitoring System (CCMS)

The CCMS and ATC system will be extended and connected to the Tenant's HVAC system by the Landlord's CCMS and ATC Vendor, at the Tenant's expense. The following control points shall be connected to the CCMS and ATC system, unless advised otherwise by the Landlord:

- Fancoil Start/Stop/Status
- Space Temperature Status/Setpoint
- Fancoil Adjustable Operator Schedule
- Control Valve Command
- Chilled Water Connection

Any connections to the base-building chilled water system shall meet the following requirements:

- Chilled Water Coil Supply Temperature of 48±F
- Minimum Chilled Water Coil Temperature Rise of 14 F
- Mximum Chilled Water Coil Pressure Drop of 10PSI
- Tour & Andersson Balancing Valve indicating required flow
- Two-way DDC control valve

4.1 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. Tenant's Design Criteria - This booklet together with the revisions to the criteria if applicable.
4. Guidelines for Tenant Improvements as available.

4.2 Tenant Design Approval Process

1. In accordance 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 submittals shall bear the seal, 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 on page 46 of 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 codes, rules & regulations of Ontario and standards of construction quality of the Brookfield Place base building construction.
11. Tenants' consultants are to review the relevant sections of the lease for specifics regarding architectural, electrical and mechanical information.

4.3 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 Tenant Design Coordinator as a total package as follows:
 1. Preliminary floor plans (scale 1:50 or 1/4"=1'-0"), indicating interior design concept and equipment layout.
 2. Preliminary reflected ceiling plans (scale 1:50 or 1/4"=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 1/4"=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 1/4"=1'-0").
 6. Details of proposed menu boards, if applicable.
 7. Two complete sample boards, maximum 216 mm x 356 mm (8 1/2" x 14"), displaying fully and accurately samples of all finish materials and colours to be used, cross-referenced to the drawings. **No plans will be reviewed and approved without a sample board.**
 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.

4.4 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 Tenant Design Coordinator). 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, 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 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.

Architectural

5 sets of drawings & Specifications, 2 samples boards

1. Key Plan showing the location of the demised premises within the project.
2. Demolition Plans (scale 1:50 or 1/4"=1'-0").
3. Final Floor Plans (scale 1:50 or 1/4"=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 from 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 216 mm x 356 mm [8 1/2" x 14"]). Colour and material samples must be firmly affixed to the illustration board and labelled complete with fire ratings to suit the City of Toronto code requirements. All samples shall be identified and cross-referenced 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 1/4"=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, grilles, 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 1/4"=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 1/4"=1'-0"), Specifications, and digital plans in AutoCAD2000® format with any required XREF, CTB, 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 1/4"=1'-0").
2. H.V.A.C. Layout (scale 1:50 or 1/4"=1'-0")
Plans and specifications complete with detailed ductwork layout, showing all duct sizes; location of all equipment, dampers, grilles, diffusers, thermostats, access doors, other equipment, if required, and air quantities required at each diffuser.
3. Plumbing Layout (scale 1:50 or 1/4"=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 1/4"=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 1/4"=1'-0"), Specifications, and digital plans in AutoCAD2000® format with any required XREF, CTB, 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 1/4"=1'-0")

2. Electrical Plan (scale 1:50 or 1/4"=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 1/4"=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.

4.5 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.

4.6 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) copy of the Permit to the Landlord's Tenant Coordinator.
3. It is the Tenant's responsibility to advise and have the premises inspected by the Building, Plumbing and HVAC inspectors.
4. Design to conform with regional smoking By-Law.
5. Tenant is to insure the closing of all permits by the City of Toronto and is to obtain the inspector's signature confirming such closures by signing the form provided for.

5.1 Commencement Of Tenant Construction

The Tenant is required to engage its own contractors for the purpose of carrying out its 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 pre-approved 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.

5.1.A Construction may proceed only after the Tenant has complied with the following:

- The Tenant's Lease for the Premises has been executed.
- The Tenant's final issued for construction documents (including, without limitation, drawings, specifications and manuals) have been approved in writing by the Landlord.
- The Tenant has submitted a "Construction Deposit" based on 3% of the value of construction (minimum \$1,000 and maximum \$10,000)
- The Tenant has provided acceptable evidence of insurance as per the Lease and this Manual, naming the Landlord and Property Manager as additional insured.
- 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.

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

- Provided copy of application and issued building permit(s);
- Posted all required permits on site;
- 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;
- Provided acceptable evidence of insurance for self and all sub-contractors (unless provided by the Tenant) to the Landlord, for \$5 million, naming the sub-contractors, Landlord & the Property Manager as additional insured;
- Submitted Notice of Project for the Tenant's Work (for projects over \$50,000)
- Submitted a construction schedule;
- Submitted valid certificate from Worker's Safety & Insurance Board;
- Submitted copies of Addenda;
- Provided a list of subcontractors indicating contact names and telephone numbers for after hour emergency use;
- Submitted Form 3 signed;
- Submitted completed Building Access Form from the Building Operations and Security Centre, prior to the commencement of work.

5.2 Procedures During Construction

5.2.A Contractor is to submit to the Tenant Coordinator during construction:

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

5.2.B Inspection of Tenant Premises as required

- 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.

5.2.C 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.

5.3 Completion of Tenant Construction

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

Prior to opening for business:

- a. Certificate of Substantial Performance.
- b. Proof of publication in the Daily Commercial News or Certificate of Last Supply from all of the Trade Contractors.
- c. Confirmation from the Tenant that all electrical panels have been tagged and circuit directories updated.
- d. Verification report of fire alarm devices.
- e. Material & Test certificates from the Tenant's Contractors for sprinkler and standpipe work.
- f. Copy of consultant's approved air balancing report prepared by contractor from Landlord's approved list.
- g. Final Electrical Safety Authority certificate of inspection.
- h. Verification of all required meter installations.
- i. Final Engineers' and architects'/designers' inspection reports.
- j. Hard copy of permit drawings.

2. Within 60 days of opening for business:

- a. Complete set of "As Built" drawings both hard copy and AutoCAD, (DWG extension - most current version) approved by Tenant's Consultants.
- b. Proof of closing of permits. Copy of "Inspection Status Letter" from 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.
- c. Executed statutory declaration from the Tenant and the Tenant's Contractors 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.
- d. Valid WSIB Certificate from the Tenant's Contractors.
- e. Proof of maintenance agreements for Tenant's supplementary equipment (HVAC, Life Safety, etc.)
- f. Operations & maintenance manuals divisions 1 to 16.

A deficiency inspection will be carried out upon completion of the installations. Please schedule such inspection with the Project Manager at least 48 hours prior to Opening for Business.

5.4 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 must be 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:								
Watts:								
Watts:								
Watts:								
Watts:								
Watts:								
Note: If space insufficient, provide additional list with complete data on loads.								
Total connection load at 120 / 208 volts, 3 phase:						Watts:		
Total connection load at 347 / 500 volts, 3 phase:						Watts:		
Total connection load:						Watts:		

Form3

Construction Lien Act, 1990

NOTICE TO CONTRACTOR
UNDER SUBSECTION 19(1) OF THE ACT

TO: _____ (“Contractor”)

RE: _____ (“Premises”)

FROM: GALLERIA CONCOURSE OPERATIONS INC., called the Landlord of 161 & 181 Bay Street, Toronto, Ontario
The Landlord & Property Manager of the Premises assumes no responsibility for the improvement to be made by you under a contract dated _____ (insert date) between you and _____ (“Tenant’s Legal Name”).

DATE: _____

BROOKFIELD OFFICE PROPERTIES INC., acting on behalf of
itself and as the authorized agent of the Landlord
by: _____

I/We have authority to bind the corporation

The Contractor acknowledges and agrees to the contents of this notice:

Dated: _____
By: _____
Name: _____
Title: _____

I have the authority to bind the Contractor

R.R.O. 1990, Reg. 175
Form 3

Form3

Construction Lien Act, 1990

NOTICE TO CONTRACTOR
UNDER SUBSECTION 19(1) OF THE ACT

TO: _____ (“Contractor”)

RE: _____ (“Premises”)

FROM: BROOKFIELD PLACE (WELLINGTON) LIMITED., called the Landlord of 181 Bay Street, Toronto, Ontario
The Landlord & Property Manager of the Premises assumes no responsibility for the improvement to be made by you under a contract dated _____(insert date) between you and _____ (“Tenant’s Legal Name).

DATE: _____

BROOKFIELD OFFICE PROPERTIES INC., acting on behalf of
itself and as the authorized agent of the Landlord
by: _____

I/We have authority to bind the corporation

The Contractor acknowledges and agrees to the contents of this notice:

Dated: _____

By: _____

Name: _____

Title: _____

I have the authority to bind the Contractor

R.R.O. 1990, Reg. 175
Form 3

Form3

Construction Lien Act, 1990

NOTICE TO CONTRACTOR
UNDER SUBSECTION 19(1) OF THE ACT

TO: _____ (“Contractor”)

RE: _____ (“Premises”)

FROM: BIMFORD PROPERTIES INC. and CT Tower Investments Inc., called the Landlord of 161 & 181 Bay Street, Toronto, Ontario
The Landlord & Property Manager of the Premises assumes no responsibility for the improvement to be made by you under a contract dated _____ (insert date) between you and _____ (“Tenant’s Legal Name”).

DATE: _____

BROOKFIELD OFFICE PROPERTIES INC., acting on behalf of
itself and as the authorized agent of the Landlord
by: _____
I/We have authority to bind the corporation

The Contractor acknowledges and agrees to the contents of this notice:

Dated: _____
By: _____
Name: _____
Title: _____

I have the authority to bind the Contractor

R.R.O. 1990, Reg. 175
Form 3

Form3

Construction Lien Act, 1990

NOTICE TO CONTRACTOR
UNDER SUBSECTION 19(1) OF THE ACT

TO: _____ (“Contractor”)

RE: _____ (“Premises”)

FROM: 1041965 ONTARIO INC., called the Landlord of 20/22 Front Street West, Toronto, Ontario
The Landlord & Property Manager of the Premises assumes no responsibility for the improvement to be made by you under a contract dated _____(insert date) between you and _____ (“Tenant’s Legal Name”).

DATE: _____

BROOKFIELD PROPERTIES CANADA MANAGEMENT LP. by its
general partner BROOKFIELD PROPERTIES CANADA
MANAGEMENT CORPORATION, acting on behalf of itself and as
the authorized agent of the Landlord
by: _____

I/We have authority to bind the corporation

The Contractor acknowledges and agrees to the contents of this notice:

Dated: _____

By: _____

Name: _____

Title: _____

I have the authority to bind the Contractor

5.6 Tenant and Contractor’s Acknowledgement Form

The undersigned or those acting on his behalf have read this 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:_____

Facsimile: _____

6.1 Revisions Contained in this Document

ISSUE	DATE	DESCRIPTION	REVISED BY
1	June 2, 2011	Interior Lighting Requirements, pg 22 & 33	Anna Nagel
2	December 03, 2015	Building and Consultant Directory, pg 2	Anna Nagel
3	April 25, 2017	Building and Consultant Directory, pg 2	Anna Nagel
4	May 15, 2018	Revision to Building & Consultant Directory, pg 2 & Form 3, pg 45	Tina Gualtieri
5	July 13, 2018	Updated Property Branding	Tina Gualtieri
6	March 22, 2019	Revision to Building & Consultant Directory, pg 2	





BrookfieldPlace

181 Bay St./22 Front St., Toronto, Ontario

Retail Tenant**Design**
Criteria**Manual**