



TENANT MANUAL

Calgary City Centre
Construction & Improvements Guide
January 2023

INTRODUCTION

The Tenant Leasehold Improvement Manual outlines procedures, requirements and recommendations which have been established by the Landlord for the purpose of assisting the Tenants of Calgary City Centre in the design and fit out of their Leased Premises.

The contents of the Tenant Leasehold Improvement Manual (TLIM) are to be read in conjunction with governing lease documentation and, where applicable, with written agreements between the Landlord and the Tenant.

The TLIM includes the Sustainable Tenant Design and Construction Guidelines which is of equal importance. Both manuals should be read together and the Tenant is obligated to satisfy the requirements of both manuals. In the case of conflict between the TLIM and the Sustainable Tenant Design and Construction Guidelines, the TLIM takes precedence.

Tenants, their designers and contractors must acquaint themselves thoroughly with all standard details, specific conditions, technical requirements and all material herein so their design and construction can proceed in a coordinated and expeditious manner. It is strongly recommended that the Tenant and/or their consultants visit the site to inspect and verify all site conditions prior to the commencement of design work. The Landlord reserves the right to amend and/or add to the information in this Manual at any time, and the Tenant is obligated to abide by such changes upon notification thereof.

While this manual is intended to reflect the general case, specific written agreements between the Landlord and the Tenant will override certain items of the provisions contained herein and in the absence of such documentation, the provisions in this manual will apply.

Upholding the Rules and Regulations contained in this document, is the responsibility of the Tenant's General Contractor.

Adherence to the National Fire Code, Alberta Fire Code, Alberta Building Code, the Life Safety Code, Occupational Health and Safety Act, Plumbing Code and all regulations and laws of the Ministry of the Environment and Energy shall apply to the Tenant's improvement works and all Contractors engaged within Calgary City Centre.

The Tenant's General Contractor must abide by all Municipal, Provincial and Federal Codes and Laws.

TENANT LEASEHOLD IMPROVEMENT MANUAL

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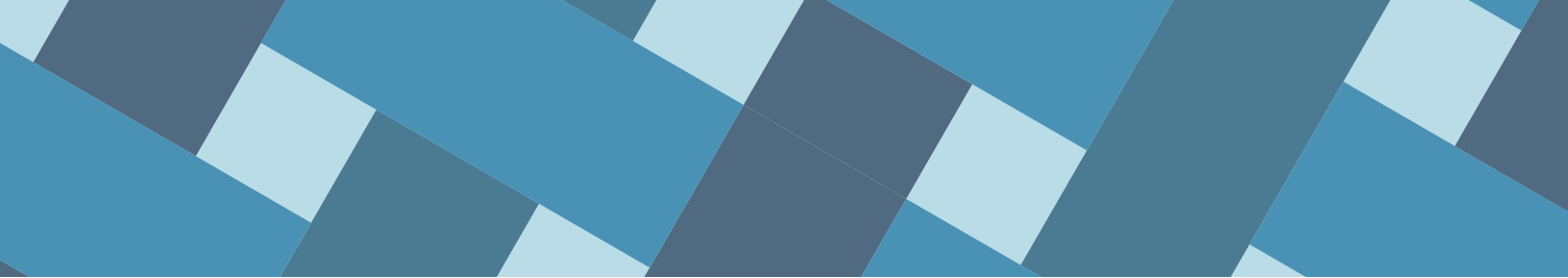
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SECTION 1

1. INFORMATION, PLANS AND COORDINATION

1.1. Building Information:

Landlord:

The Cadillac Fairview Corporation Limited
(403) 571-2525
Calgary Office Properties
Suite 300, 645 - 7th Avenue SW,
Calgary, Alberta T2P 4G8

Attention: Tanya Befus, Property Manager
tanya.befus2@cadillacfairview.com

1.2. Base Building Consultants and Contacts:

Architect:

Zeidler BKDI Architects
(403) -233-2525
300 - 640 8 Avenue SW
Calgary, Alberta T2P 1G7

Attention: Sean Crawford
scrawford@zeidler.com

**Mechanical:
Engineer**

Smith & Andersen
(403) 261-8897
Suite 1205, 330 5th Avenue SW
Calgary, Alberta T2P 0L4

Attention: Lewis Clarke
Lewis.Clarke@smithandandersen.com

**Structural
Engineer**

Read Jones Christoffersen
(403) 338-5831
500, 1816 Crowchild Trail NW
Calgary, Alberta T2Z 2S5

Attention: Bryan Colvin
bcolvin@rjc.ca

**Electrical
Engineer**

**Mulvey & Banani International
(Alberta) Inc**
(403) 262-7400
Suite 2300, 715 5th Avenue SW
Calgary, Alberta T2P 2X6

Attention: Darryl Knittle
darryl.knittle@mbeng.ca

**Telecomm
and Data
Consultants:**

**Mulvey & Banani International
(Alberta) Inc**
(403) 262-7400
Suite 2300, 715 5th Avenue SW
Calgary, Alberta T2P 2X6

Attention: Darryl Knittle
darryl.knittle@mbeng.ca

LEED® Consultant:

Smith & Andersen
(403) 261-8897
Suite 1205, 330 5th Avenue SW
Calgary, Alberta T2P 0L4

Attention: Lewis Clarke
Lewis.Clarke@smithandandersen.com

**Commissioning
Agent:**

Footprint
(403) 261-8897
Suite 1205, 330 5th Avenue SW
Calgary, Alberta T2P 0L4

Attention: Lewis Clarke
Lewis.Clarke@smithandandersen.com

Base Building Sub-Contractors

Electrical Contractor:	Western Electrical Management, JLC Electric Siemens,
HVAC Contractor:	Ainsworth
Plumbing Contractor:	Ainsworth, Johnson Controls Inc.
Fire Alarm Contractor:	Viking Fire Protection
Fire Suppression Contractor:	Viking Fire Protection
Security Contractor:	See Security - National Contractor - Calgary Lock and Safe
Door and Hardware Supplier:	Shanahan's
Controls/BAS Contractor:	Seimens
Roller Blind Contractor:	RGO

Calgary City Centre Building Operations:

Cadillac Fairview
(403) 571-2525
300, 645-7th Avenue SW
Calgary, AB T2P 4G8

Attention: Thomas Kearns
thomas.kearns@cadillacfairview.com

Calgary City Centre Property Management Office:

Cadillac Fairview
(403) 571-2525
300, 645-7th Avenue SW
Calgary, AB T2P 4G8

Attention: Tanya Befus
tanya.befus2@cadillacfairview.com

Calgary City Centre Security and Life Safety Department:

Cadillac Fairview
(403) 571-2525
300, 645-7th Avenue SW
Calgary, AB T2P 4G8

Attention: Daniel Popescu
daniel.popescu@cadillacfairview.com

1.3. Project Management Purpose

The primary functions are:

- To provide guidance and assistance to Tenants during both the design and construction phases of their leasehold improvements within the leased premises;
- To review and comment on all Tenant submissions before work begins within the leased premises;
- To ensure that all demolition work prior to construction restores the leased space back to original base building condition;
- To provide liaison between the Landlord, the Tenant, and the Tenant's contractor and designer;
- To perform site inspections on behalf of the Landlord.

1.4. Tenant Coordination

Tenant Coordination for Calgary City Centre will be directed by the Landlord.

The Landlord will review and approve the Tenant's drawings, and guide and assist Tenants throughout their design and construction periods. All questions, comments and submissions relative to Tenant development work should be addressed to:

The Cadillac Fairview Corporation Limited

(403) 571-2013
Calgary Offices
Suite 300, 645 - 7th Avenue SW, Calgary, Alberta T2P 4G8

Attention: Tanya Befus, Property Manager
tanya.befus2@cadillacfairview.com

1.5. Tenant Improvement Plans and Specifications

To assist the Tenant in the production of contract documents, the Landlord will provide the Tenant with drawings of the leased premises indicating the major elements of the base-building structure and systems. Any additional drawings or information the Tenant may reasonably require for this purpose may be obtained from the General Manager.

The Tenant must submit to the Landlord for review three (3) sets of prints of the plans/drawings (numbers 1.5.1 through 1.5.6 outlined below) at least fifteen (15) business days before the Tenant's drawings are to be submitted for Building Permit. Two sets of drawings will be returned to the Tenant bearing the Landlord's stamp and comments with the understanding that drawings may be subject to changes requested by the Landlord. Failure to observe any TLIM requirements when preparing drawings may result in a request for revision by the Landlord, or by the Landlord's Base Building Consultant. The Landlord reserves the right to alter any section of this Tenant Leasehold Improvement Manual information without notice, which may necessitate a further submission by the Tenant.

The Landlord requires up to ten (10) business days to review drawings and provide comments and/or approval. Resubmissions also require up to ten (10) business days to review. When submitting drawings, the Tenant and/or the Tenant's design team should consider the turn-around time required, and plan accordingly. The Landlord will not be held responsible for any delays in the project which may result from tardy or incomplete submissions, drawings requiring resubmission, etc.

The Landlord reserves the right to request additional information for the purposes of definition or clarification before giving approval.

Complete Mechanical, Sprinkler, Electrical, Building Automation, Security and Fire Life Safety systems drawings are required to be submitted to the Landlord.

Commissioning of the Tenant's space is to be performed by the base building commissioning agent at the Tenant's cost.

One set of Landlord Approved contract documents are to be given to the base building General Contractor and one set of contract documents must be kept on the job site for reference throughout the construction period. Revisions to the approved drawings must be submitted to the Landlord for approval, and work must not proceed until the revised drawings are approved and have been stamped and returned. The Landlord comments are to be incorporated onto the contract documents.

All contract documents must contain the information listed below:

1.5.1. Floor Plans

- a) The locations of all major fixed elements within the leased premises dimensionally related to grid lines and demising partitions;
- b) Room names and uses;
- c) The locations and layouts of all Plumbing, Electrical, Mechanical and Fire Life Safety fixture locations and tie-in points;
- d) Materials and finishes throughout the premises.
- e) Where the leased premises occupy less than a full floor, plans must be included of the entire floor showing the location of the leased premises and their relationship to the elevator lobby, exits, washrooms, etc.
- f) Location of in floor diffusers
- g) Tenant mechanical contractor shall coordinate with base building automation/controls contractor for revisions to the BAS resulting from the tenant installation. BAS programming and graphics revisions shall be included in tenant general contractor bid process and shall be the responsibility of the tenant.

1.5.2. Reflected Ceiling

Reflected ceiling plans shall include: Lighting, layout, fixture types, ceiling pattern, mechanical diffusers, fire alarm speakers, exit lights, sprinkler heads, smoke detectors, and in general all ceiling mounted devices. Provide a legend with all wattage and lamp types and suspension system.

- a) The locations of sound baffles above the ceiling if applicable;
- b) The locations of electrical and access panels are to be clearly identified and indicate the origin of service from the building electrical system.

1.5.3. Mechanical Sprinkler, Electrical, Building-Automation, Security System and Life-Safety System Drawings

Drawings must indicate all work that is a relocation, alteration or addition to the base-building system and all parts of the base-building system that remain unchanged. Drawings must indicate all tie-ins and extensions to building-automation, base-building security, fire alarm and data and communications systems located within the building.

Electrical drawings must indicate complete load summary to identify expected connected and demand loads for; lighting, plug loads and mechanical equipment.

1.5.4. Structural Drawings

Drawings must be supplied where special conditions warrant their production (e.g. openings in slabs, opening in core walls, centralized floor loading), and should be at suitable scales.

The cutting of cores and openings in the floors are to be reviewed by the structural engineer of record. Prior to carrying out the work, provide drawings showing the size and location of proposed cores and openings. Scanning of reinforcement using X-ray and other means may be requested. Where scanning is required the results of the scan showing the location of rebar shall be marked on a drawing and submitted for review.

The typical office floors are generally designed for a live load (including partitions) of 4.0 kPa (83 psf). A single zone at one end of the core has been designed for a live load (including partitions) of 8.2 kPa (170 psf) to support heavy loads from high density filing, storage, vaults, safes etc. Provide drawings showing the location, extent and magnitude of heavy loads for review by the engineer of record prior to placing the loads.

1.5.5. Hardware Schedule

Three copies of the hardware schedule must be submitted for the Landlord's approval.

1.5.6. Construction Details and Schedule

Plans are to be at suitable scales and indicate all methods of construction. The Landlord must be provided with an approved construction schedule outlining the dates work is to begin and to be complete. The schedule is to be provided by Gantt Chart showing milestones and major work activities. The schedule is provided to the Landlord for information purposes only.

1.5.7. As Built Drawings

The Landlord must receive a copy of As Built drawings and a CD with electronic drawings in current AutoCAD or REVIT format upon completion of work.

1.5.8. Project Documentation

The following information is required to be submitted to the Landlord. This submission of information shall be in the form of a checklist for ease of administration.

a) Documents Prior to Commencement of Construction

- Landlord written acceptance of Tenant Drawings/Specifications.
- Copies of Addenda issued during tender period at the time of issuance.
- Copy of Building Permits.
- Current Certificate of Clearance from Workers' Compensation Board.
- Insurance documents with complete coverage and additional insured named (minimum \$5 million).
- Criminal Background Checks
- General and Subcontractor's names, including contact and telephone numbers for after hour emergency use.
- A copy of the Canadian Fire Alarm Association (CFAA) certificate (person who will be working on any fire alarm devices/system)
- A charted schedule detailing the Critical Path with completion dates.

b) Documents During Construction

- Notification of all site meetings and copies of Minutes.
- Copies of all Changes Orders at time of issuance to Contractors.
- Copies of all Architects' and Consultants' site visit reports.
- Copies of all site reports from authorities having jurisdiction.

c) Documents Following the Completion of Work

- Complete set of Consultant approved “As-Built” Drawings.
- Consultant approved Maintenance Manuals.
- Final Certificates – Electrical, Mechanical, etc.
- Air and Water Balancing Report
- Occupancy Permit or equivalent.
- Letter from the Consultant that the installation has been completed in accordance with the contract drawings and specifications and Authorities Having Jurisdiction.
- Schedule ‘C’ as supplied to Authorities Having Jurisdiction from base building equipment supplier/contractor that any interface has been completed in accordance with their requirements and that existing warranties remain valid.
- Statutory Declaration.
- Inspection Status Report.
- Copies of all final deficiency lists.
- Completed Construction completion report.
- Fire alarm verification signed by a professional engineer.

1.5.9. Statutory Declaration Form

The Tenant must complete and execute the Landlord’s Statutory Declaration Form in Section 5 protecting against any and all liens, charges or claims for any work performed or material furnished.

1.5.10. Construction Checklist

Following construction, the Tenant, through its contractor/consultants, must complete the Calgary City Centre Construction Checklist found in Section 5 of this manual. The checklist covers base-building items that must be verified as fully operational and in compliance with all applicable codes.

All engineering items must be verified by the engineer’s signature opposite the item in question. If the checklist is not completed to the Landlord’s satisfaction, the Landlord will perform the work and charge it to the Tenant’s account.

1.6. Tenant Design Consultants

The Tenant at their own expense shall retain qualified professional consultants, subject to approval by the Landlord. The list of base building consultants and contacts is contained in Section 1.2 of this manual. Tenants are required to retain professional engineers for the preparation of their design and contract documents for their electrical, mechanical and sprinkler distribution systems. It is strongly recommended by the Landlord that Tenants retain the base building consultants for their electrical, mechanical, structural, and sprinkler design.

The Landlord encourages the use of its base building consultants because of their familiarity with the base building design. Should the Tenant decide that they prefer to retain engineers other than the base building Consultants, the engineering drawings produced must be submitted to the Landlord's Consultants for approval. The cost of the review and commentary on these drawings by the Landlord's Consultants and Base Building Contractor will be rechargeable to the Tenant plus 10% administration fee.

All changes recommended by the Landlord or its consultants must be included in the final specifications and drawings. When non base building engineering consultants are used, the Landlord will commission the base building engineers to conduct site inspections on its behalf at the Tenant's expense.

In order to maintain an up-to-date record of "as-built" conditions, all architectural, structural, mechanical, electrical, security, and life safety drawings or any other modifications to the building must be recorded on the Tenant design drawings and forwarded to the Landlord in AutoCAD or Revit format for purposes of updating base building file drawings.

Mechanical and electrical information will be maintained on building file drawings by the base building consultants. When Tenant initiated engineering work is undertaken by consultants other than the base building consultants, additional costs will be incurred by the Tenant for the transfer of information from the Tenant drawings to the building file drawings.

It is imperative that the building standards and original specifications are met at all times. The consultants are to submit any alterations to the building drawings and/or specification to the Landlord for approval.

1.7. Amendments to Leasehold Improvement Manual

The foregoing information, procedures and regulations may be amended from time to time by the Landlord. After receiving notification of such changes, Tenants must comply with any new requirements.

SECTION 2

2. LIFE SAFETY MEASURES

2.1. Fire Detection System Shutdowns

All fire detection system deactivation requests are to be made, in writing, to Calgary City Centre Building Operations on an Application for Fire Protection System Work Permit, (see Section 5 – Forms). A minimum of 48 hours prior notice is required for all bypass requests. All requests should be delivered to the Building Management Office. Requests received after 1:00 p.m. will not be processed until the following workday.

It is the responsibility of the Contractor to inform the Building Operations upon the start of work for each day to bypass the fire detectors and then inform the Building Operations at the end of each workday to have the zone(s) restored. Please note that Building Operations will only bypass the fire detectors that have been specified in writing by the Contractor. The Fire System Work Permits are reviewed daily.

Any deliberate disconnection of a fire detection device without prior written approval from Calgary City Centre Management will result in a \$1,500.00 fine to the Contractor and the job site/project will be stopped immediately.

There should be no open flames utilized. It is the contractor's responsibility to provide a certified 10-pound ABC fire extinguisher and a Hot Work Permit is to be posted at all property locations where open flames are being used. Permits are to be obtained from the Property Management Office and must be completed in conjunction with a member of the Operations Team.

Fire alarm zones may be restored at any time of the day or night. Work that requires less than 12 hours will be conducted after 6:00 PM and must be completed before 6:00 AM.

Proper fire protection must be maintained at all times. A fire watch must be implemented on all floors where there is insufficient protection. Under protected floors are floors where both the fire detectors are bypassed and the sprinkler system is drained or the pull stations have been bypassed. Arrangements for a fire watch can be made through City Centre Management. This is to be invoiced to the contractor at a rate of 1½ times of the wage rate of the security officer (minimum 4 hour charge), plus administration fees. See Section 2.6 for a sample Hot Work Permit.

2.2. Sprinkler Drain-Downs and Fill-Ups

All requests for sprinkler drain-downs/fill-ups are to be completed, in writing, to Calgary City Centre Operations on an Application for Fire Protection System Work Permit form (see Section 5 - Forms) and delivered to the property management office. A minimum of 72 hours prior notice is required for all requests. Requests received after 1:00 p.m. will not be processed until the following working day.

The Contractor must be present at least 15 minutes before all drain-downs. If the contractor is not present, the request will not be conducted and the Contractor will be billed for Operations staff time. Likewise, the Contractor must be present and on time for all fill-ups. If absent, the system will not be filled and the Contractor will be fined \$1,500.00 for leaving the work site unprotected as well as costs for a fire watch until such time as another fill-up can be arranged.

2.3. Fire Standpipe Drain-Downs

All requests for standpipe drain-downs are to be completed in writing to Calgary City Centre Operations on an Application for Fire Protection System Work Permit form, (see Section 5 – Forms). A minimum of 72 hours prior notice is required to process all shutdown requests. Requests with less than 72 hours prior notice will not be considered.

All standpipe drain-downs are to be completed after 6:00 p.m. and filled before 6:00 a.m. All work such as Fire Hose Cabinet tie-ins and removals shall be done after 6:00 p.m. and completed before 6:00 a.m.

Only one standpipe is permitted to be drained down at a time.

The Contractor must be present 15 minutes before all drain-downs. If not present, the requested work will not be conducted and the contractor will be invoiced at the current billing rate for a minimum of 4 hours for Calgary City Centre Operations Staff time. As well, the Contractor must be present and on time for all fill ups. If absent, the Contractor will be fined \$1,500.00 for leaving the site unprotected as well as all costs associated with providing a proper fire watch. The Contractor will be contacted to return to the site in order to fill the system. All below grade work will be done after 6:00 p.m. and returned to normal before 6:00 a.m. the following day.

The Contractor cannot perform work on the standpipe system until they have received written authorization from Building Operations.

All standpipe connections must be welded.

If open flames are utilized, it is the contractor's responsibility to provide a certified 10-pound ABC fire extinguisher. A Hot Work Permit is to be posted at all locations where open flames are being used. These permits can be obtained at the Calgary City Centre Management Office and are to be completed with a member of the Operations Team.

2.4. Manual Pull Stations and Heat Detectors

All manual and automatic fire alarm device zone deactivation requests are to be made in writing to Calgary City Centre Property Management Office. Any request with less than 48 hours prior notice will not be considered.

Daily, upon completion of the work, it is the Contractor's responsibility to notify the Building Operations to ensure that all fire system zones are functioning properly. If difficulties arise as a result of the Contractor's work, the Contractor will be held responsible to rectify the problems immediately.

Base building fire alarm system contractor is responsible for the installation and decommissioning of pull stations at the cost of the Tenant contractor.

All pull stations that have not been verified, or are not active must have a professionally drafted "Out of Order" sign on them until they are put on line.

2.5. Speaker and Fire Phone Zones

All speaker and fire phone zone deactivation requests are to be made in writing to the Calgary City Centre Management Office on an Application for Fire Protection System Work Permit form, (see Section 5 – Forms). All requests with less than 24 hours prior notice will not be considered. The Contractor must confirm with the Building Operations the status of the system prior to leaving the site at 6:00 PM.

It is the Contractor's responsibility to notify Building Operations to ensure the zones are problem-free. If any problems do occur, they must be cleared by the Contractor. Fire alarm system contractor will be notified if the zones cannot be cleared, and all associated cost will be billed to the Contractor. If the contractor leaves the site without informing the Building Operations and there is still a problem in the zone, a \$1,500.00 fine will be levied, plus the associated cost of providing a proper fire watch.

Building operations should be contacted to assist in arranging for verification of all fire alarm devices that are relocated or installed during the construction project.

Any emergency work that requires deactivation of the fire alarm system without 48 hours prior notice must be approved, in writing, by Calgary City Centre Operations.

Troubles that are caused on the speakers and fire phones system by contractor error will result in an immediate \$1,500.00 fine being levied to the general contractor.

2.6. Open Flame or Cutting Work

A Hot Work permit, (sample below) is to be filled out and posted at any job site(s) in which open flame work is being conducted. This permit may be obtained from the Calgary City Centre Security and Life Safety Office. Permits are valid for one day only.

When Hot Work is to take place, the work site must be clear of all combustibles and flammables. It is the contractor's responsibility to provide a 10-pound ABC fire extinguisher.

A fine of \$1,500.00 will be levied to the contractor if they are found conducting flame work without a Hot Work permit and/or they are not in possession of a 10- pound ABC extinguisher at the area where the open flame work is being conducted.

HOT WORK SAMPLE SHEET

Hot work permit

Company name:	Permit Number:	
Location:		

Part 1 – Risk assessment and authorization

Work method assessment: Have less hazardous methods been considered? ☐ Yes ☐ No
Why are less hazardous methods not being applied? _____

Project specific work method statement:
Will a project specific work method statement be used and copy attached? ☐ Yes ☐ No

Work by: ☐ In-house staff ☐ Contractor - name: _____
Supervisor and Worker qualifications verified? ☐ Yes ☐ No

Work area risk assessment
Completed by: _____ Position: _____

a. Work area is not a "hot work prohibited" area? ☐ Yes ☐ No

b. Automatic sprinkler fully operational (see note 1 on back)? ☐ N/A ☐ Yes ☐ No

c. Hot work equipment is functional, secure and in good repair? ☐ Yes ☐ No

d. Within 10 m (35 ft) of the work area:

- 1) Flammable liquids removed? ☐ Yes ☐ No
- 2) Combustible material removed or covered with fire resisting materials? ☐ Yes ☐ No
- 3) Floors swept and overhead structure clean from dust, lint and debris? ☐ Yes ☐ No
- 4) Floor and wall openings protected against spread of sparks or embers? ☐ Yes ☐ No

e. Does work involve enclosed environment? (If yes, complete items 1 to 4)

- 1) Adequate ventilation provided? ☐ Yes ☐ No
- 2) Thoroughly cleaned to remove all flammables and combustibles? ☐ Yes ☐ No
- 3) Flammable vapors purged? ☐ Yes ☐ No
- 4) Purging and ventilation verified with gas detector? ☐ Yes ☐ No

f. Fire watch (provided during and after hot work)

- 1) Number of personnel required: _____
- 2) Location of fire watch personnel: _____
- 3) First aid firefighting equipment to be provided: _____
- 4) Fire watch duration (minutes) after work complete: ☐ 30 ☐ 60 ☐ > 60 minutes _____
Note: 60 minute minimum for torch applied roofing

g. Additional precaution required for this job: _____

Authorization: ☐ Work method assessment approved ☐ Work area risk assessment approved

- 1) Work location: _____
- 2) Work description: _____

Permit valid for work on: Date: _____ Times - From: _____ To: _____
Specify frequency of inspections made by the Supervisor during the hot work and the fire watch:
Frequency: ☐ Continuous ☐ 15 minutes ☐ 30 minutes ☐ 60 minutes ☐ Other _____
Authorizer name (print): _____ Date: _____
Authorizer signature: _____ Position: _____

Part 2 – Worker acknowledgement (completed by worker before work begins)

Worker and Fire Watch been briefed on precautions and emergency procedures? ☐ Yes ☐ No

Worker name (print): _____ Date: _____
Worker signature: _____ Position: _____

Part 3 – Periodic work area inspections (completed by supervisor during hot work and post-work fire watch period)

Inspection time: _____ am / pm	Work in compliance ☐ Yes ☐ No	Initials: _____
Inspection time: _____ am / pm	Work in compliance ☐ Yes ☐ No	Initials: _____
Inspection time: _____ am / pm	Work in compliance ☐ Yes ☐ No	Initials: _____
Inspection time: _____ am / pm	Work in compliance ☐ Yes ☐ No	Initials: _____
Inspection time: _____ am / pm	Work in compliance ☐ Yes ☐ No	Initials: _____

Description of any non-compliance and actions taken: _____

Part 4 – Final work area inspection (completed by supervisor at end of fire watch)

Time hot work ended: _____ am / pm

☐ All areas where sparks or heat might have spread have been inspected with no sign of fire.
☐ All fire alarm detectors isolated during the work have been reinstated.
☐ Work completed in accordance with this permit.

Supervisor name (print): _____ Date: _____ Time: _____
Supervisor signature: _____ Position: _____

Part 5 – Permit close out (completed by authorizer at end of fire watch)

Permit closed based upon (check one):
☐ Permit and work completed in satisfactory manner
☐ Permit withdrawn due to: _____

Authorizer name (print): _____ Date: _____ Time: _____
Authorizer signature: _____ Position: _____

Authorizer's copy

A1-14719-F (09/18)

2.7. Verification of Fire Alarm System Upgrades

It is the responsibility of the Tenant General Contractor to contract the base building electrical contractor; Western Electrical Management Ltd., for work that requires fire alarm verification within Calgary City Centre. All verifications will be conducted from 12:01 AM to 6:00 A.M. Calgary City Centre Operations requires seven days' notice, in writing, of all verifications. A copy of the signed verification and owners permit must be submitted to Calgary City Centre Operations before the verified devices are placed on the system. All costs associated with this verification shall be at the cost of the Tenant General Contractor.

2.8. Elevators and Carts

In order to preserve elevators and safeguard them from damage, every Tenant and Tenant contractor must use elevator carts with rubberized wheels. All large objects and construction materials (such as skids, job boxes, ladders, tools and furniture) must be moved via the freight elevators.

Security and Operations inspect carts regularly. All carts not meeting approval will be documented, and a copy will be sent to the Tenant contact for replacement. Carts are not permitted in the Passenger Elevators

If a Tenant needs to book the service elevator on exclusive service, a \$30.00 per hour fee will be charged. The service elevator can only be booked on exclusive service after normal business hours. If the elevator needs to be operated on exclusive service using building personnel, the Tenant will be charged \$45.00 per hour for the service.

2.9. Standards

All work will be conducted as per the standards set forth in The Alberta Fire Code and The Alberta Building Code.

2.10. Fines for Life Safety Violations

Causing a fire (In contravention of TLIM)	\$10,000.00 plus damages
Open flame work without a hot work permit or a 10-pound extinguisher (In contravention of A.F.C. Sec. 2.4.3, 5.2, 5.6.1.5 and TLIM)	\$1,500.00
Deliberate disconnection of the fire alarm system without authorization (In contravention of A.F.C. Sec. 6 and TLIM)	\$2,000.00
Activation of fire alarms (In contravention to TLIM)	\$1,500.00
Leaving Calgary City Centre without informing Security or Operations Staff and fire alarm system was left isolated	\$1,500.00
Obstruction of any fire equipment (pull stations hose stations, sprinkler heads, smoke heads). (In contravention to A.F.C. Sec. 6. and TLIM)	\$500.00

All combustible gas cylinders when not in use must be properly secured by a metal chain to prevent it from tipping/falling over (In contravention to A.F.C. Sec. 5.5.5. and TLIM)	\$500.00
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Storage of combustibles in general service areas. (In contravention to A.F.C. Sec. 2.4.1.1 and TLIM)	\$500.00
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Unsafe build-up of garbage. (In contravention to A.F.C. Sec. 2.4.1.1 and TLIM)	\$500.00
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Propping or obstructing any stairwell door/ fire door or obstructing any means of egress. (In contravention to A.F.C. Sec. 2.7.2. and TLIM)	\$500.00
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Smoking on the job site. (In contravention to city by-law, A.F.C. Sec. 2.4.2 and TLIM)	\$1,000.00
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****The above-mentioned is a general list of the fines for violations. Cadillac Fairview and Calgary City Centre is not restricted nor limited to just these fines. Any actions that are in contravention to the National Fire code, Alberta Fire Code, Alberta Building Code, NFPA, Life Safety Code or any other applicable legislation or regulations as determined by Cadillac Fairview may result in fines of \$100.00 to \$10,000.00. All fines will be at the discretion of the Cadillac Fairview and Calgary City Centre Operations.

2.11. Fines for Building Violations

Excessive noise to the detriment of Tenant Business Operations.	Landlord's discretion
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Generation of offensive odors to the detriment of Tenant Business Operations	Landlord's discretion
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SECTION 3

3. TENANT CONTRACTOR WORK REGULATIONS

3.1. Appointment of Contractors

The Tenant is required to engage its own contractors for the purpose of carrying out its leasehold improvement work.

- All Tenant contractors are subject to approval by the Landlord.
- All Tenant contractors must be in good standing with the Workers' Compensation Board.
- All arrangements for access must be made through the Calgary City Centre Property Management Office.

A list of pre-approved contractors is available from Calgary City Centre Property Management Office. Revisions to base-building construction required for Tenant occupancy will be carried out by the Landlord's contractors.

3.2. Construction Deposits/Fines

The Tenant General Contractor will provide a construction deposit and sign an "Acknowledgement Letter", (see Section 5 – Forms), per the Cadillac Fairview policy guidelines, and this deposit will be applied to any fines or work related to Tenant premise or property construction (i.e. system drain downs, tile etc.). The deposit will be provided prior to construction in the form of a certified cheque, made out to the legal owner. Contact person should generally be the Tenant General Contractor (hired directly by the Tenant). The contact must also be an authorized representative of the contract company. If a fine is to be applied, an invoice will be issued. It will describe the fine and amount applied per the policy guidelines. This can be issued during or following the post construction inspection.

The following deposit applies:

Projects under \$100,000.00	\$3,500.00
Projects in excess of \$100,000.00	\$5,000.00

Upon a post inspection by the Landlord, all, some or none of the deposit will be returned within 45 days, depending on the timing of the repair to make good by the Tenant General Contractor or Landlord.

3.3. Insurance Certificates and Construction Permits

The Tenant is responsible for ensuring that all the following requirements have been complied with before construction begins:

3.3.1. Insurance

Evidence must be provided, in a form acceptable to the Landlord, that the contractor has at least \$5,000,000 worth of general liability insurance. The insurance coverage must name as additional insured parties:

The Cadillac Fairview Corporation Limited, Ontrea Inc., Calgary City Centre Block Developments Ltd. and CCC Holdings 2 Inc.

All Tenant General Contractors must ensure that their policies cover all work performed by their sub-trades. Any other contractor working directly for a Tenant and requiring access to common areas (telephone rooms, riser rooms, mechanical room, etc.) must likewise provide acceptable evidence of adequate insurance coverage.

If a company is a subsidiary of another firm, proof of adequate insurance must be provided in the form of either (1) an actual insurance certificate as outlined above, or (2) a letter and insurance certificate from the parent firm indicating that it is willing to accept responsibility for its subsidiary's work.

3.3.2. Permits

a) City of Calgary Building Permit

Tenant's design and construction work must comply with all applicable by-laws. The Tenant must obtain all necessary permits and approvals from the appropriate governmental authorities before construction begins within the leased premises.

A copy of all permits must be delivered to the Landlord to the attention of the General Manager prior to the commencement of work.

The Tenant must correct immediately any work that does not meet with the approval of the building inspector, even though the Tenant's drawings may have been approved previously by the appropriate governmental authorities and the Landlord.

Any revisions to the approved drawings requested by such authorities must be brought to the attention of the Landlord immediately. Should the Tenant unduly delay the required correction, the Landlord may make the correction(s) at the Tenant's expense. The Tenant General Contractor must also post proper construction safety signs which must be posted in the same areas as the Construction Permits.

All formal documentation regarding the final inspection and permit closure for all building permit(s) from the City of Calgary Building Inspection Department is the responsibility of the Tenant General Contractor and is to be submitted to the Landlord upon completion of the construction or as soon as documentation is received. The Tenant is required to engage its own contractors for the purpose of carrying out Tenants construction work.

b) Calgary City Centre Contractor Procedures

All contractors must sign in and out at the security office daily and wear proper provided identification.

All contractors:

- Are subject to approval by the Landlord;
- Must be in good standing with the provincial Workers' Compensation Board;
- Must utilize base building approved sub-contractors for Automation, Mechanical, Electrical and fire alarm approved work.
- Must utilize base building cleaning contractor for post construction cleaning.
- All contractors are required to validate their identity and sign in when arriving on site to perform work.

3.3.3. Approved Drawings

A set of prints of the Landlord approved (as noted) and Building Permit drawings must be kept on the leased premises for the duration of the construction period, so they are available for reference purposes.

3.3.4. Construction Schedule

The Tenant must provide the Landlord with an approved construction schedule outlining the date work is to begin and to be complete for Landlord information purposes only. Tenant General Contractor is responsible to conduct weekly site meetings held within the Tenant space and include the trades, sub-trades, Engineers, consultants and Landlord representation, and formally document with recorded minutes for distribution throughout the construction schedule.

3.3.5. Health and Safety Requirements

Each Tenant General Contractor will complete and file a Notice of Project with the Ministry of Labor and provide a copy to the Landlord prior to the commencement of any work. For clarity, the Tenant General Contractor becomes the 'Constructor' with respect to the Occupational Health and Safety Act, and assumes Prime Contractor Status within the Tenant premise.

It is the responsibility of the Tenant General Contractor to ensure that the minimum requirements of the Landlord's Occupational Health and Safety policies and programs are adhered to. If the Tenant General Contractor has a set policy or program it must either meet or exceed that of the Landlords.

Tenant General Contractors must have proper WCB coverage and show proof of good standing according to the applicable Provincial WCB Regulations.

All contractors must be properly trained in the following areas: proper handling of hazardous materials, lockout/tag out procedures, the use of personal protective equipment for protection against the materials they are handling, confined space entry procedures if entry into a confined space is required for the job, fall arrest training, as well as WHMIS.

It is the responsibility of the Tenant General Contractor to show proof that these policies and procedures are in place. Tenant General Contractors will be asked to sign off a letter confirming that their safety procedures are either equivalent or exceeds that of the Landlords.

The Tenant shall provide the Landlord with a copy of their contractor's project safety plan.

3.4. Life Safety Systems

3.4.1. Upgrades/Revision To Life Safety Systems

All work to the Life Safety system will require 72 hours written notice to the Landlord.

All revisions to the base-building life safety systems must be approved by the authorities having jurisdiction. The Tenant shall use the Landlord's electrical contractor **Western Electrical Management Ltd.** when making changes to the life safety systems. Life safety verification reports and construction checklist must be submitted and detailed steps outlined followed.

The Landlord must review all drawings related to the life safety systems. No upgrades or revisions can be made to the fire alarm system without the approval of the Security, Life Safety Coordinator or his designates.

All verification of life safety systems, which could cause alarm conditions to occur, will be scheduled to take place between Monday to Friday, 12:01 a.m. to 6 a.m. All verifications will be conducted and scheduled by the Landlord's life safety system contractor **Western Electrical Management Ltd.**

a) Preparatory Work

Preparatory work on Life-Safety systems is subject to the following conditions:

i. New Devices

Installation of new alarm initiating devices, conduit back boxes, signals and/or speakers can be done during normal business hours.

Pulling of wire to/from new installations can take place during normal business hours providing wire is not in a shared conduit with other existing fire alarm wiring and is not pulled into the fire alarm panel junction boxes or fire alarm data gathering panels/local panels.

Note: All tie-ins to the life safety system will be done under the authority and direction of Landlord's life safety contractor, and will take place as scheduled between Monday to Friday, 12:01 a.m. to 6 a.m.

ii. Existing Devices

Relocation of existing life safety system devices, pulling of additional wire through existing shared conduit etc. will take place only after ensuring that all circuits in question have been bypassed at the fire alarm panel by Landlord.

This type of work will be allowed to take place between the hours of Monday to Friday, 6:00 p.m. and 6:00 a.m. only.

Note: As above, all tie-ins and verifications of life safety system will be conducted under the authority and direction of Landlord as scheduled between Monday to Friday, 12:01 a.m. to 6 a.m. at the expense of the Tenant.

Tenants may not occupy any area if the life safety system is not fully tested and operational.

All work on life safety systems which includes verification of auxiliary systems will take place between Monday to Friday, 12:01 a.m. to 6 a.m. as scheduled by the Landlord or Landlord's life safety contractor, **Western Electrical Management Ltd.** All systems are to be fully restored and operational by the start of business that day.

3.4.2. Fire-Detection System

Whenever major construction is being performed, the Tenant General Contractor must apply to Calgary City Centre Operations 72 hours in advance for a system bypass of the floor's fire detection system. The Tenant General Contractor must check in with the Operations Staff daily to ensure the zone has been bypassed and when all work is completed call the Operations Staff daily to ensure the zone is restored. The Tenant General Contractor will receive a \$1,500.00 fine if the Operations Staff does not receive these calls as they are recorded.

3.4.3. Temporary Fire-Protection Devices

Operable fire extinguishers of a suitable type for the work being done must be kept in the leased premises throughout the construction period, and these extinguishers must be sufficient in number and of suitable types to combat a potential fire in the work area.

3.4.4. Voice-Communication Speakers

All revisions to, or relocations of, the base building voice communication speaker system must be approved by Calgary City Centre Base Building Consultants.

Tenants may not occupy any floor during normal office hours if the speaker system is out of operation. All revisions must be performed between Monday to Friday, 12:01 a.m. and 6:00 a.m. and coordinated to ensure that the system is fully operational and verified by the start of business the following day.

3.4.5. Sprinkler Systems

All revisions to the base building sprinkler system must be approved by the Calgary City Centre Fire and Life Safety Department. The sprinkler control valve will be closed and the sprinkler line drained down until completion of all Tenant revisions on each floor. After completion of any work to sprinkler or standpipe systems, Tenant contractor to pressure test the system in accordance to all applicable codes and to meet any requirements of the Authority Having Jurisdiction. The Landlord's base building Operations Staff must witness the test and the Tenant contractor must send the test certificate to Calgary City Centre Management Office. The sprinkler system will be reactivated once all tests have been approved. After completion of the hydrostatic testing and fill up, the system must be left fully charged and a hydrostatic test certificate must be forwarded to Calgary City Centre Operations in accordance to NFPA 13. Upon receipt of the Hydrostatic test, the sprinkler will be put back on line by a City Centre Operations staff member. The Tenant contractor is not required to be present when the system is put back on line after a Hydrostatic Test.

All requests for sprinkler shutdowns must be processed through Calgary City Centre Management Office, 72 hours before work begins. Proper fire protection must be maintained at all times. An under protected floor would be a floor that has the smoke detectors bypassed and the sprinkler system is drained or the pull stations are bypassed. A fire watch consists of a person provided by the Landlord to patrol unprotected areas of the floor. This shall be billed to the Tenant General Contractor for 4 hours (minimum charge) at a rate of 1½ times the wage rate of the security officer, plus administration fees.

3.4.6. Electromagnetic Locking Devices

Electromagnetic locking devices and related signage shall be installed in accordance with the current Alberta Building Code. The Landlord has no authority to respond to requests for deviations.

The required formal documentation must be submitted to the Calgary City Centre Property Management Office at the time the request for verification by the Landlord's fire alarm service contractor is made.

3.4.7. Stairwell Doors

All stairwell doors must be kept closed and be operational at all times as this is in contravention of Alberta Fire Code Section 2.2.2.4 (4) For fire-prevention and other safety reasons, if any construction site found with stairwell doors propped open, a fine of \$250.00 will be given to the Tenant General Contractor.

3.4.8. Fireproofing Material

All fireproofing material that is removed from steel decks and beams or floor penetrations must be replaced with a suitable and approved fireproofing material. This replacement material must be installed in accordance with The Alberta Building and the Alberta Fire Codes. In no case may the original level of protection be reduced.

The Tenant General Contractor is required to fire stop all penetrations through fire rated separations with approved fireproofing material with appropriate fire resistance rating.

3.4.9. Peripheral Devices

Fire alarm peripheral devices are not to be interfered with, without prior approval from the Calgary City Center Fire and Life Safety Department.

This includes, but is not limited to:

- a) Pull stations
- b) Smoke /Thermal heat detectors, etc.
- c) Speaker systems/fire fighters' handsets
- d) Pre-action Systems and smoke management system

3.5. Sensitive Work

Sensitive work is defined as work which causes odors, vapors, steam, water, vibrations, noises or other undesirable effects that emanate from the premises or any equipment or installation therein which, in the Landlord's opinion, are objectionable or cause any interference with the safety, comfort or convenience of the building to the Landlord or the occupants and Tenants thereof or their agents, servants, invitees or employees. The Landlord reserves the right to stop work, without recourse by either the Tenant or the Tenant's contractors, if complaints are received and verified.

The Tenant General Contractor is responsible to preserve indoor air quality during construction and shall not perform work at any time that would cause odors that would be discernible to other Tenants or interrupt the use of their premises. The Property Management Office shall determine the level of acceptability.

The Landlord at their discretion may levy fines in any and all violations of the above.

3.6. Security of Leased Premises

The Tenant is fully responsible for the physical security of the leased premises and the contents thereof throughout the construction period. Access to other Tenants' premises requires Security Escorts, to be arranged through Calgary City Centre Fire and Life Safety Department. All costs associated with this are to be paid by the Tenant General Contractor.

3.6.1. Key Control

All tie-ins to the life safety system will be done under the authority and direction of All keys required to give construction personnel access to common area rooms (electrical rooms, mechanical rooms, janitor rooms, etc.) or to other Tenants' spaces, must be requested from Calgary City Centre Security and Life Safety.

Access into the contracting Tenant's space should be agreed upon by and arranged between the Tenant General Contractor and their client. Only designated contractor personnel will be issued common-area keys. These keys will be held at Security, and must be signed out and in on a daily basis. Re-keying cost for keys that are lost will be the responsibility of the Tenant. These costs will vary depending on the particular key lost.

3.6.2. Identification Badges

All construction personnel must wear a building identification badge at all times while they are on the site. Badges will be issued on a daily basis from the Security Desk and must be signed out and in at the beginning and end of each work shift. All construction personnel must have proper proof of personal ID. Contractors will be fined at the rate of \$25.00 for each badge when not returned to Security at the end of each work shift. Construction staff will receive a fine of \$25.00 when found on a construction floor without a badge and/or escorted off the floor by Security and/or Operations Staff.

3.6.3. Public Safety

It is the Tenant's responsibility to ensure that the Tenant General Contractor observes and complies with all applicable construction-safety regulations, Alberta Fire Code, Alberta Building Code and Occupational Health and Safety Act. Any additional safety regulations imposed by an authorized representative of the Landlord must also be complied with, immediately and fully. Should failure to comply result in any construction delay, the Landlord will not be held responsible for any resulting costs.

3.6.4. Emergency Contact

The Tenant and its contractor are required to provide to Calgary City Centre Operations and Security and to POST at the site the names and telephone numbers for emergency contacts for the Tenant, the Tenant General Contractor and all sub-contractors.

3.6.5. Criminal Background Checks

It is the responsibility of the Tenant General Contractor to ensure that all workers (including sub trades) entering the job site have undergone a criminal background check with their employer. This is to ensure the highest level of protection for the occupants and property and reduce risk of liability for Cadillac Fairview and Calgary City Centre.

THE PROCESS FOR PROVIDING THIS INFORMATION IS AS FOLLOWS:

- a) A list of contractor companies and names to be provided in advance to the Calgary City Centre Manager of Security and Life Safety.
- a) There should be one list provided and or updated as required, managed by the Tenant General Contractor.
- b) Names on the list will be required to pass the background check prior to access being provided.
- c) Costs incurred by Cadillac Fairview to conduct and administer the checks will be passed back to the Tenant General Contractor.

3.7. Site Conditions

3.7.1. Working Hours

Work shall generally be carried out in the leased premises from 7:00 AM to 5:00 PM, Monday to Friday. No noisy work is to be performed after 8:00 AM. The Landlord reserves the right to stop work if deemed to be disruptive.

Any work needing to be done at other times must be specifically agreed upon and arranged with the Landlord. All work not contained within demising walls and exposed to the public must be enclosed by full-height plywood hoarding painted to match the surrounding finishes. Work of a sensitive nature, as defined in Section 3.5, shall take place outside of normal business hours with the prior approval of Calgary City Centre Operations.

3.7.2. Temporary Services

The Tenant General Contractor is responsible for the distribution of temporary power and telephone services within the leased premises during the construction period. Exposed electrical cords are not permitted outside the leased premises (no extension cords are permitted in the common corridors). When an extension cord must be run, it is required that it safely travel through the ceiling plenum space to the desired location. Washrooms available for use by contractors will be designated by Calgary City Centre Management. The Tenant General Contractor will be responsible for all cleaning, cleaning supplies and repair of all damages.

3.7.3. Work Site

All construction materials, tools, equipment and workbenches must be kept within the leased premises throughout the construction period. All public lobbies, corridor, washrooms, riser rooms and stairs shall be kept clear of construction materials at all times. If the area is not cleared, the equipment will be removed by the Landlord at the Tenant General Contractor's cost.

This is at the discretion of the Landlord. The site must be kept in broom swept condition using a dust control product at the end of each work day.

3.8. Base-Building and Work Site Protection

All building finishes (including carpets) must be adequately protected to prevent damage by Tenant contractors. Damage to building finishes caused by Tenant contractors will be repaired by the Landlord at the Tenant General Contractor's expense. Base-building carpeting must be protected with wood panels and plastic sheets at the Tenant's cost.

Mats must be placed at the entry and exit of all construction sites and as a dust control preventative measure to avoid dust tracking into the lobbies, corridors and concourse levels.

Tenant General Contractor is fully responsible for all and any damages or stains caused by the construction in the public areas.

3.9. Site Access and Material Handling

Personnel access and material deliveries to the leased premises are to be made only by routes designated by the Landlord. Construction materials may not be delivered during normal business hours 6:00 AM to 6:00 PM, Monday to Friday without prior permission of Calgary City Centre Operations. Landlord's equipment such as trucks, bins, dollies etc., may not be used by Tenant's contractors. Arrangements must be made and reviewed by Calgary City Centre Operations for handling of items that are heavy or bulky enough to require special treatment or hoisting. Loading dock facilities and freight elevators needed after hours must be reserved in advance and will result in charges for services provided (see section 2.8)

Reservation in advance is required for after regular office hours use of the receiving areas. After regular office hours, the Tenant General Contractor must notify Security via intercom.

The movement of construction material and equipment is controlled by Calgary City Centre Security. Records of all movement of materials will be kept and filed with City Centre Building Management.

3.10. Hoisting

All construction materials and equipment must be transferred to the work site via the loading dock.

Parking in the loading dock is prohibited at all times.

Tenant contractors must take all necessary precautions to prevent damage to elevator walls, doors, floors and ceilings. Tenants will be held responsible for any such damages caused by their contractors.

Elevators required to move materials, equipment or debris must be reserved at least 48 hours in advance. Reservations may be made through Calgary City Centre Management Office. The cost of the operator and elevator time will be charged to the Tenant. Information about rates may be obtained from Calgary City Centre Management, per section 2.8.

3.11. Cleanup and Waste Removal

3.11.1. Clean Up and Housekeeping

Tenant contractors must ensure that corridors are left free of debris and must remove dirt and marks from corridor walls, floors, doors, etc., on a daily basis. Where special cleaning is required to maintain the corridor's neat appearance, such cleaning will be done at the Tenant's expense.

Arrangements with the base building cleaners should be made.

Tenant General Contractors are responsible for the protection of the elevator lobbies, doors, frames and tracks.

All damages will be the responsibility of the Tenant General Contractor and Building Management reserves the right to correct any deficiencies in all the common areas with charges directed back to the Tenant General Contractor.

All full floor construction or demolition work near the elevator lobbies requires that adequate protection be taken to ensure that infiltration of dirt and debris does not occur in the elevator shaft. The Tenant General Contractor is to protect the elevator openings with a plastic sheet, taped to ensure that there is a tight seal between the elevator doors and frames. Calgary City Centre Management reserves the right to correct deficiencies in common areas and clean up charges will be charged to those responsible.

3.11.2. Waste Removal

Please refer to Sustainable Tenant Design & Construction Guidelines for waste diversion expectations and opportunities.

Removal of garbage and construction debris generated by work on a Tenant contract will be the total responsibility of the Tenant General Contractor.

If there is a large amount of garbage and it is not removed in a reasonable period of time the Landlord at their discretion may have same removed at the Tenant Contractor's cost. Corridors, freight and passenger elevator lobbies, and other common areas must to be kept clear of any debris. Arrangements must be made to book the Freight elevator to remove construction debris to the loading-dock area. Space in the loading-dock area is limited, as such debris must be immediately removed from the area, by whatever means possible, by the Tenant contractors responsible. Construction disposal bins are allowed to remain in the receiving-loading area only during the following off-business hours:

8:00 PM to 5:00 AM Monday to Friday
All hours, Saturday, Sunday and Holidays

- Only authorized companies may deliver bins for Tenant's contractor use (a list is available from Calgary City Centre Operations). Upon arrival, the empty bins are to be placed in designated numbered areas.
- After removing disposal bins from the area, the Tenant's contractor shall restore the area around the bin to a tidy, swept condition with no materials left in the receiving-loading area. If this is not done, the Tenant's General contractor will be charged by the Landlord for the cost of cleaning.
- Arrangements for placing disposal bins must be made through the Calgary City Centre Operations. The loading dock is not to be used as a workshop area (i.e. no welding, sawing or any other kind of construction work may be done there).

Note: Waste of a combustible nature (e.g. paper, cardboard, wood) must not be allowed to accumulate, and must be removed without delay.

3.12. Construction Site Rules

3.12.1. Welding, Brazing, Open-Flame Work, etc.

All welding, brazing or open-flame work of a sensitive nature must be performed outside regular office hours after 6:00 PM and may be done only with the prior consent of the Landlord. Proposed welding, brazing, soldering, or anything else likely to activate the fire-detection system must be approved by Calgary City Centre Operations in writing at least 48 hours prior to the work being done. The smoke alarm system is sensitive to smoke, heat, dust, fumes caused by sanding, etc.; therefore, all operations should be considered closely with regard to their effect on fire-detection systems.

A "hot work" permit must be filled out and posted on the floors with the building permit where open flames or cutting work will be conducted. This permit may be obtained at Calgary City Centre Operations. These permits are valid for one (1) day only. Requests for fire alarm shutdowns in the affected areas must be made if work will cause a fire alarm. See Section 2 - Life Safety Measures for details.

If the above-noted work is to take place, the work site must be clear of combustibles and flammables. The Tenant General Contractor must provide a 10-pound ABC fire extinguisher, in addition to the existing base-building extinguisher. A fine of \$1,500.00 will be levied to the Tenant General Contractor if they are found conducting open flame without a permit and/or they are not in possession of a 10-pound ABC extinguisher at the area where open flame work is being conducted.

Any Tenant contractor causing a fire will be fined \$10,000.00 plus cost of damages and any Tenant contractor causing a fire alarm will be fined \$1,500.00.

3.12.2. Drilling or Cutting Work

The Tenant's contractors may not drill, cut or chase openings in any part of the base building structure. Where such work is deemed to be necessary, preapproval from the base building Structural Consultant is required. X- raying, or other approved means such as ultra-sound, must be carried out with the approval of the Landlord and must be carried out at the Tenants' expense outside regular office hours.

- No reinforcing steel, columns, capitals and conduits or other embedded objects shall be disturbed by the drilling process.
- All x-rays must be examined and receive approval from the Landlord. If approval is required from Structural Engineer the cost will be passed on to the Tenant General Contractor.
- All x-raying and coring to be performed after business hours and arranged through the Building Management, with security escorts with all cost going to the Tenant General Contractor.
- All allowable drilling and explosive fastening type anchoring is to be performed after hours.
- The centre distance between holes shall be a minimum of three hole diameter.
- All hole locations shall be submitted in drawings accompanied by x-rays for review and approval by the base building structural consultant at the Tenant cost prior to drilling.
- If applicable, drilling or cutting of pre-stressed beams is prohibited.

Note: Pilot holes are not permitted until x-raying is complete and approval is given from Building Management.

3.12.3. Electrical Power Shutdowns

Requests for electrical shutdowns must be made in writing and submitted to Calgary City Centre Management for approval two (2) weeks prior to the required shutdown. Where electrical shutdowns will affect other Tenants, a minimum of twenty one (21) days notice will be required. When the power shutdown will affect common areas such as stairwells and freight lobbies, shutdowns are restricted to after hours between 10:00 PM to 6:00 AM Monday to Friday, and an alternate power source will be required in these areas.

3.12.4. Air System Shutdowns

Requests for air system shutdowns must be submitted to Calgary City Centre Management Office for approval at least 48 hours before the shutdown date. A Tenant's request for extra air-conditioning will take precedence over a contractor's request for a shutdown.

3.12.5. Water System Shutdowns

Requests for water system shutdowns (fire line, sprinkler lines, chilled water, domestic water, etc.) must be submitted in writing, (see Section 5 – Forms) for approval a minimum of twenty one (21) days in advance and is restricted to after hours between 10:00 PM to 6:00 AM Monday to Friday. The Tenant shall arrange and pay to provide temporary cooling systems and equipment that may be required by other tenants in the building affected by the chilled water system shutdown.

3.12.6. Plumbing

Any new domestic cold and hot water piping to be Type L hard drawn copper pipe ASTM B88 with wrought copper fittings using 95/5 tin/antimony solder joints. Any new sanitary drain or vent pipe 65mm in diameter or smaller to be DWV copper pipe with drainage fittings and 95/5 tin/antimony solder joints

Any new sanitary drain pipe 75mm in diameter or larger to be CSA Class 4000 cast iron soil pipe and fittings, with mechanical joints to CAN/CSA B602.

3.12.7. Carpet Laying

Carpets may not be glued to the floor, except when a "quick-release" type of glue is used and the Landlord's written approval has been obtained. This type of work is often sensitive and therefore, must be scheduled accordingly (see Section 3.5)

Please refer to Sustainable Tenant Design & Construction Guidelines for preferred adhesives and sealants.

3.12.8. Access Panels

Wall, ceiling and floor access panels must be provided by the Tenant at their own expense as directed by the Landlord. Access openings are to be suitable to equipment and minimum 610x610mm in size.

3.12.9. Tie-Ins

The Tenant must obtain the Landlord's permission before performing or verifying Tie-ins to mechanical, electrical, fire-protection, security or life-safety systems. All Tie-ins will be reviewed by the base Building Consultants and Building Operations Supervisor. All Tenant contractors performing such work must be approved by the Landlord. Tenants will be held fully responsible for any damage that results from such Tie-ins or tests thereof, whether or not the Landlord's permission for such work has been obtained.

Upon completion of any modifications to the base building lighting system, system verification and testing shall be completed by the Landlord's contractor at the Tenant's expense to ensure all lighting control systems are functioning as intended as defined by the base building design.

3.12.10. Statutory Declaration Form

The Tenant must complete and execute the Landlord's Statutory Declaration Form (see Section 5 - Forms) protecting against any and all liens, charges or claims for any work performed or material furnished.

3.12.11. Construction Checklist

Following construction, the Tenant, through its contractor/consultants, must complete the Calgary City Centre Construction Checklist (see Section 5 – Forms). The checklist covers base-building items that must be verified as fully operational and in compliance with all applicable codes.

All engineering items must be verified by the engineer's signature opposite the item in question. If the checklist is not completed to the Landlord's satisfaction, the Landlord will perform the work and charge it to the Tenant's account.

3.12.12. Air Balance Report

The Tenant must provide the Landlord with an air balance report upon completion of all leasehold improvement work. The report must be done by a balancing company acceptable to the Landlord, at the Tenant's expense, and must be reviewed by the Landlord's consultant prior to submission.

3.12.13. Special Landlord's Charges

In cases of specialized construction or renovation where the Landlord provides nonstandard facilities, equipment or services, additional charges may be levied. Calgary City Centre Management will inform the Tenant of such cost, whenever possible before the costs are incurred.

3.12.14. Fees Payable by Tenant

Charges for Tenant Coordination Fees are as per the lease agreement. Payments based on cost estimates, should be made when drawings are submitted. Any necessary adjustments will be made when final invoices are received.

3.12.15. Explosive Fasteners

Powder-activated fasteners may not be used. Walls cannot be mechanically fastened to vertical surfaces and the top track of walls must be mechanically anchored with removable fastenings.

3.12.16. Smoking

No person shall smoke within Calgary City Centre in accordance with City of Calgary Bylaw 57M92 and the requirements of LEED® CS (2009). This includes all common areas, mechanical floors, shipping and receiving, parking levels, stairwells and 7.5m of any entrance way. Those found committing this offence will be fined \$1,000.00. In addition the contractor will be asked to leave the site.

3.13. Work Completion

3.13.1. Signing-Off Procedure

Before the final payment is made to the Tenant, “sign off” approval must be obtained. This approval indicates that work has been carried out in a manner acceptable to the Landlord. If this approval is not obtained, the Landlord may have to complete or revise parts of the work in order to bring it into line with building standards. Such work will be done at the Tenant’s expense.

At the completion of work, the Tenant must provide the Landlord with a complete set of “as-built” drawings in current AutoCAD or Revit files on CD.

A City of Calgary Electrical Certificate of Approval must also be submitted. All elements of the base building, such as, but not limited to, light fixtures and hardware, etc., that the Tenant removes with the approval of the Landlord remain the property of the Landlord and must be turned over to him.

In addition to the foregoing obligations, Tenants are also responsible for ensuring, before premises are occupied or reoccupied, that the following areas and/or items are cleaned:

- Light fixtures and lenses;
- Clean inside face of the windows and mullions;
- Ceilings, grids and ceiling tiles if applicable;
- Floor tiles and carpets;
- Corridor walls and doors immediately adjacent to the leased premises;
- Detailed cleaning of the Service corridor;
- All service rooms, doors and frames;
- All hard surfaces;
- Roller blinds;

To avoid possible conflict with the building's cleaning program, all Tenant General Contractors are required to employ the Landlords cleaning contractor to perform post-construction cleaning.

All final paperwork from The City of Calgary Building Regulations & Inspection Department(s) is required and formal closure documentation for the issued building permit must be provided to the Landlord upon completion of construction.

3.14 Codes and Bylaws

Each Tenant is responsible for obtaining all necessary permits and approvals from all authorities having jurisdiction over the work to be carried out by the Tenant or its contractors, prior to the commencement of the work on site.

The Tenant must correct immediately any work which does not meet with the approval of the building inspector, notwithstanding the fact that the Tenant's drawings have been approved previously by the appropriate governmental authorities and the Landlord. Any revisions to the approved drawings requested by such authorities must be brought to the attention of the Landlord immediately. Should the Tenant unduly delay the required correction, the Landlord may make the correction at the Tenant's cost.

Building permits must be obtained from:

The City of Calgary
Department of Buildings Approvals
3rd Floor, Calgary Municipal Building
800 Macleod Trail SE,
Calgary Alberta T2P 2M5
(403) 268-5311

Health Department approval must be obtained from:

Environmental Public Health - New Business and Plan Approval
Southland Park III
10101 Southport Road SW
Calgary, Alberta T2W 3N2
Tel. (403) 943-2288
Fax. (403) 943-8056

The Principal Code Reference is the Alberta Building Code (Latest Edition), and the Occupational Health and Safety Act (Latest Edition including Regulations for Construction Projects).

SECTION 4

4. FINISHES, SYSTEMS AND STANDARDS

4.1. Design Considerations

4.1.1. Daylight & Views – Daylight for 90% of Space and Views for 90% of Spaces

The base building has been designed to enable 90% of each floor to have access to daylight by installing windows with a Visual Transmittance of 50 on tower floors. The floor plates also allow for 90% of spaces to have a direct line of site to the exterior. Tenants may refer to the attached Sustainable Tenant Design and Construction Guideline to optimize the daylight and views provided by the base building. The Sustainable Tenant Design and Construction Guidelines includes a sample floor plan that shows Tenants how they can achieve 90% views on typical floors.

4.2. Finishes

4.2.2. Floors

The floors are concrete. Finish material is by the Tenant.

4.2.3. Core Walls and Columns

The base building standard for the columns is exposed concrete that has been sealed. The core walls have been finished in gypsum board, taped, sanded, and primed ready for final paint.

4.2.4. Curtain Walls

Mechanical fastening to the curtain wall is not permitted.

4.2.5. Doors and Frames

Entrances to electrical rooms, janitor rooms, washrooms, stairways, etc., will be hollow metal doors in pressed steel frames, painted to base building standard. Tenant entrances on multi-Tenant floors will be full-height solid-core wood doors in metal frames with an approved 20-minute U.L.C. fire rating. The doors will be finished on both sides, and subject to the base-building standard.

4.3. Mechanical Systems

4.3.1. Carbon Dioxide Monitoring

The Tenant must install a permanent carbon dioxide monitoring system that provides feedback on space ventilation performance to ensure that ventilation systems maintain design minimum ventilation requirements and in a form that affords operational adjustments. The Tenant must configure all monitoring equipment to generate an alarm if under ventilation is detected, via either a building automation system alarm to the building operator or via an alarm that alerts building occupants.

A minimum of 1 CO₂ sensor per Tenant or 1 sensor per 500 m² (whichever is greater) must be provided. The CO₂ monitoring locations shall be between 0.9 metre (3 feet) and 1.8 metres (6 feet) above the floor. Additional sensors are required to be provided for high occupancy areas such as meeting and conference rooms.

Should the Landlord request an audit, the Tenant may be asked to provide drawings, specifications and cut sheets describing the installed carbon dioxide monitoring system. The Tenant shall include a narrative that describes the sequence of operation and control of building ventilation systems with initial control set-points and operational ranges for control parameters.

Commissioning

Tenants are responsible for developing a commissioning plan and implementing this plan for their alteration or addition.

A commissioning plan was developed for the base building. A Commissioning Authority (CA) independent of the project team was responsible for the commissioning process, which included:

- reviewing the Owner's project requirements, design documents, and contractor submittals;
- developing commissioning requirements for construction documents; verifying installation and performance of systems;
- developing a systems manual of information to optimally operate the commissioned system;
- verifying that operating personnel and building occupants training was completed;
- developing a commissioning plan and final commissioning report; and
- reviewing building operation within 10 months after substantial completion and plan for resolution of outstanding issues

The design intent includes the basis of design for mechanical and electrical systems. The building owner will provide this design intent to each prospective Tenant.

4.3.2. Heating, Ventilating and Air Conditioning Systems

Perimeter area heating is served by continuous hot water radiant panels located at the ceiling of the curtain wall. Heating has one control zone per structural bay. Tenants are not to cut or in any way modify or remove the continuous radiant panel. Perimeter area air conditioning is served by ceiling mounted VAV boxes and distribution ductwork to perimeter slot diffusers located in a continuous slot near the perimeter of the building. Zones are typically coordinated with structural bays.

Interior VAV boxes, distribution and diffusers are to be provided by the Tenants at the Tenant's expense.

4.3.3. Base Building Cooling and Occupancy Design Parameters

The centralized ventilation system has been designed for a maximum of 0.18 cfm/sq.ft. of fresh air. The ventilation system is suitable for demand control CO2 sensors.

The base building compartment units have been designed for 1.5 W/sq.ft of lighting, 2.5 W/sq.ft of power and people density of 150 sq.ft/person.

Should the Tenant require more cooling, each typical floor is provided with 2" capped condenser water connection capable of delivering 2 W/sq.ft. of cooling per floor. The Landlord will provide a water flow meter and connection to the base building metering system at the Tenants cost. The Tenant will be charged based on condenser water volume, not based on BTUs.

4.3.4. New Equipment Installation

Before any new equipment is tied into the base-building condenser water system, a testing report charged to the Tenant's account must be submitted from the current service provider of water treatment for the Property. The report must guarantee that proper flushing and sampling has been carried out and verified by Calgary City Centre Building Operations.

4.3.5. Plumbing and Drainage

Plumbing into the main domestic cold-water supply and connections to the sanitary drain and vent risers are provided at the core to allow for the addition of a limited number of private washrooms in the leased premises, subject to the Landlord's approval. Tenants requiring hot water in coffee stations must provide their own hot-water tanks.

Capped domestic cold water provisions are provided on each side of the core.

Capped sanitary drain provisions are provided on both sides of the core on the floor below. The Tenant is responsible to ensure that any new drain can be routed to avoid exposed drain pipes at the ceiling below.

Capped sanitary vent provisions are provided on both sides of the core, tight to the underside of the slab above. The Tenant is to route the new vent piping across the ceiling of their own level.

Tenant installed water use devices (water coolers, ice makers, etc.) must be installed as per base building mechanical specifications.

Tenants are required to use fixtures that meet the following maximum flow/flush rates, in order for the base building to maintain its LEED® Platinum designation.

- Water Closets: 4.8 Litres per Flush (LPF)
- Urinals: 0.5 LPF
- Shower Heads: 5.7 Litres per Minute (LPM)
- Washroom Sink Faucets: 1.9 LPM
- Kitchen Faucets: 5.0 LPM

4.3.6. Fire Protection

All floors are provided with fire hose valves, portable fire extinguishers and fire detection automatic sprinklers. All equipment and devices are checked regularly by Cadillac Fairview Staff as per code requirement.

Typical floor base building automatic sprinklers are design for “Light Hazard” occupancy. The base building sprinklers are EXTENDED COVERAGE PENDANT TYPE HEADS. Any sprinkler modifications must account for this.

Each floor is provided with two 4” capped provisions for extra hose valves that may be required. The provisions are located near the exit stairs. The Tenant is responsible for adding portable fire extinguishers to suit interior partitioning.

4.3.7. Multi-Tenant Floors

On multi-Tenant floors, openings in the demising walls between the adjacent tenancies are required in order to provide proper return air routing.

If acoustic privacy and/or security concerns are an issue, the openings in the demising walls could have silencers added for acoustic privacy and security bars/meshes added. However, each of these measures will make the openings bigger.

The public corridor cannot be used for return air, as that is not allowed by code.

Once the return air gets back into a Tenant space, a clear path all the way back to the compartment unit is required. Any office layouts near the compartment unit room needs to keep the return air grilles exposed or above a ceiling with enough space so as not to obstruct air flow through the return air grilles.

4.4. Electrical Systems

Lighting and power panels on full floor Tenants shall be metered with building approved systems and arranged directly through current service provider.

4.4.1. Lighting

Lighting power is provided at 277 volts. The introduction of incandescent lighting (pot lights, spotlights, etc.) adds greatly to both electrical and air- conditioning loading. Metering of power consumption will be required for situations other than base-building standard.

Tenant's lighting design is to meet an average lighting power density of 6.1 W/m² in general office areas in order for the base building to meet its LEED® Platinum designation.

Ensure that exit lights and emergency lighting are provided to suit the requirements of the base building and the Alberta Building Code. Do not overload existing circuits.

Support all branch conduits for power and communications system from building structure.

Do not run Bx cables into panel boards or run over 10 feet in length. All new panel boards, disconnect switches, meters, transformers etc. to be same manufacture, rating and type as base building equipment. All new panel must be located within the Tenant premises and must be mounted to urea formaldehyde free plywood backboards.

All new panel boards are to be metered. All panel boards are to be provided with the best balance of current between phases. A report must be submitted to the Landlord.

All new panel boards must have a load summary submitted to the Landlord.

As built drawings to be submitted to both the Tenant and Landlord upon completion of the project and all panel directories are to be typed and updated, prior to the completion of construction.

The light fixtures are currently bagged with poly for temporary protection. The lights can be operated while bagged. It is the Tenant General Contractor's responsibility to remove and dispose of the bags at the conclusion of their work. Incandescent lighting is not permitted in the entire building.

4.4.2. Computerized Lighting Control

To conserve energy, the Landlord has provided motion sensors in each base building fixture to control all Tenant-area lighting, as installed under the base building contract. The lighting system includes both occupancy and light level sensors. Both sensors are used to control individual lighting fixtures.

4.4.3. Light Switches

To maximize energy savings the Tenant must provide motion activated switches for any non-base-building type lights in individual offices.

4.4.4. Power and Telephone

Power for duplex outlets at 120/208 volts is available on each floor at Receptacle Panel(s) located within the electrical Rooms of each floor. The available power to the Tenant is based upon 2 watts per square foot of connected load for the leased space. Supply, installation and connection of all circuit breakers, branch circuit wiring and devices beyond is the responsibility of the Tenant. All telephone and data communication lines must be completely enclosed in conduit or bundled plenum rated cable.

If you require access to the telephone room please contact **Cadillac Fairview's Service Centre at 604-688-7282** with an outline of the request to obtain a Work Order. This Work Order should be presented to Building Management in order to gain access to the riser facilities. To ensure that this request is not delayed, please provide at least 24-hours notice.

4.4.5. Life Safety System

The base building fire alarm system is a computerized, two stage, addressable, indicating fire alarm system as supplied by Chubb Edwards. Smoke detectors exist in selected rooms on each floor.

Addition, relocation, re-verification and testing of the life safety components is to be done by the Landlord's contractor at the Tenant's expense. Submit verification and testing report to the Landlord.

4.4.6. Security System

The security system consists of CCTV, cameras, card access control, monitoring and sensors as supplied by base building approved contractors/vendors. The Tenant can use the Landlord's card access control system or implement their own.

4.5. Structural systems

4.5.1. Typical Office Floors

The structure at the typical floors consists of a reinforced concrete flat slab spanning to columns and the core with drop panels at the columns.

Live load capacity (including partitions) is generally 4.0 kPa (83 psf). A single zone at one end of the core has a capacity of 8.2 kPa (170 psf) to support high density filing, storage, vaults, safes etc. Refer to drawings for layout of specific areas. Plans for such conditions are subject to the approval of the Landlord's structural engineer.

4.5.2. Parking Levels

The structure at the parking levels consists of a reinforced concrete flat plate slab spanning to columns and the core.

4.5.3. Lateral System

The central reinforced concrete core provides rigidity to the building and resists lateral wind and seismic forces.

4.5.4. Foundations

The building is founded on spread footings at the columns and a raft slab at the core bearing on bedrock.

4.6. Standards

4.6.1. Door Hardware

All door locks installed by the Tenant, on both entrance and interior doors, must be keyed to the building master keying system. The system allows complete freedom to the Tenant with respect to locking arrangements for its offices, while providing access to each office at all times for both normal cleaning and emergency situations.

The Landlord maintains the master keying system and the records on key coding and distribution. Outside locksmiths or lock manufacturers are not permitted to change the keying of any locks.

4.6.2. Window Blinds and Light Shelf

All windows are provided with manual roller blinds which may not be removed.

4.6.3. Signage

Tenant identification signs in the lobby directory, elevator lobbies and adjacent to Tenant entrance doors must be in accordance with the Landlord's design criteria for such items as style, location and size. The cost of signs is charged to the Tenant's account. Detailed drawings of the design parameters for such drawings are available from the Landlord. Requests for signs must be submitted in writing to the Landlord indicating the exact wording and spelling required. Requests should be submitted approximately one month prior to the actual move-in date.

4.7. Elevators

All work that involves modifying the elevator call buttons, cab indicator strips, or other internal working of the elevators is to be done by the base building elevator contractors, and paid by the Tenant's representative. All construction or demolition work near the elevator lobbies requires that adequate protection be taken to ensure that infiltration of dirt and debris does not occur in the elevator shaft. The Tenant General Contractor is required to protect the elevator openings with a plastic sheet, taped to ensure that there is a tight seal between the elevator doors and frames.

4.8. Access Control

The current Cadillac Fairview Base Building Access Control Management Service (BBACMS) is the Lenel Enterprise OnGuard Platform. The current Vendor of Record (VOR) for the Lenel ACMS is Diebold Canada and is the only provider that can program, configure, or perform any work on the master or regional servers associated to the BBACMS.

Base Building Access Control Management Service is not a mandatory requirement for tenants considering the installation of an access control platform within their premises. Tenants may choose to install their own product but it must remain detached from the base building access control management service (see section 4.8.2 below).

As noted below, both BBACMS and TSACMS systems can result in single card solutions for the tenant, as long as the cards are purchased from Cadillac Fairview. Completely stand-alone systems, while acceptable to CF, will result in a 2-card solution for the tenant, one for base building access control and one for the tenant's premise access control. The CF provided BBACMS cards will have the minimal amount of memory required for access control only. If the tenant requires integrated or intelligent functions programmed onto their cards, this can be arranged through building operations, as long as they are made aware of the specific requirements. All costs associated with additional memory will be at the tenant's cost.

4.8.1. Base Building Access Control Management Service (BBACMS)

If a tenant chooses to integrate their internal access control program with the base building platform, they will be required to initiate the project with that intention, install a Lenel OnGuard system, and build out the platform according to the following requirements:

- The tenant will be responsible for the costs to supply, install and connect their Lenel OnGuard platform to the BBACMS,
- The tenant will be responsible for engaging the services of an approved Value Added Reseller (VAR). Note that the VOR, Diebold, is also listed as a VAR, and
- All contractors working inside a Cadillac Fairview property must be certified through ContractorCheck , which is a contractor pre- qualification program offered by RiskCheck.

If the tenant chooses to have the conduits supplied and installed by an electrical contractor instead of the VAR or VOR, the following items must be captured:

- The Tenant is responsible for all conduit runs from the card readers and field devices to the Data Gathering Panel (DGP), including conduit runs from the DGP to the CF network connection.
- The CF network connection can be on the floor or above or below by 1 to 3 floors maximum.
- The tenant is responsible to run the conduit and patch cable to the CF switch location as part of the BBACMS project.

To ensure the availability of competitive pricing, Cadillac Fairview would like to offer a list of pre-authorized VARs, who are approved by Cadillac Fairview to offer BBACMS pricing:

Diebold Canada Inc., VOR Stanley Security Solutions, VAR Simplex Grinnell, VAR

A selected VAR must provide the tenant with a complete quotation to supply and install the access control system inside the tenant premises. If the VAR is not the listed Vendor of Record, then the VAR must also make arrangements and carry the costs for having the final programming and configuration completed by the current VOR, Diebold Canada.

The following list of features are currently NOT supported or offered in the BBACMS:

- Room heat alarm
- Temperature alarm
- Tenant duress or panic duress systems or alarms
- Door hold open alarms
- Forcible entry alarms
- Moisture alarms
- Tenant motion alarms
- Tenant security systems
- Any system partitions (client stations)

Cadillac Fairview and the tenant must enter into an Access Control Services and an Access Control Implementation Agreement (see Section 5 Forms) before the tenant executes any VOR or VAR quotation. These Agreements delineate the respective responsibilities of the tenant, landlord and vendors in relation to the Base Building Access Control Management Service.

When installing a BBACMS:

1. All drawings relating to BBACMS must be reviewed by property-level CF Security & Life Safety representatives and Diebold Canada before any work is approved and/or started.
2. DGP's (Data Gathering Panels) can only be installed in a Cadillac Fairview base building riser room.
3. The tenant is responsible for the total cost to supply and install all components that are required to provide the service to the tenant within the tenant's space, including the final connection and programming by the VOR.

4. The tenant must buy or obtain access cards from Cadillac Fairview.
5. Cadillac Fairview cannot allow programming or use of any non CF HID cards on the CF Lenel OnGuard system. If a tenant wishes to install a stand-alone access control platform into their leased space, and require or desire to have a single card solution, the cards must be purchased from Cadillac Fairview.

4.8.2. Tenant Stand-Alone Access Control Management System (TSACMS)

If the tenant chooses to install a Tenant Stand-Alone Access Control Management System, there are a number of steps to follow. The tenant is not obligated to use any of the above mentioned VOR or VAR's when selecting a company to provide quotation for a TSACMS. When the tenant is selecting a TSACMS product they are NOT obligated to align with Lenel OnGuard. If the tenant does align with a similar Lenel product or Lenel OnGuard, Cadillac Fairview cannot allow the connection between any TSACMS and the current Lenel BBACMS through a process known as System Partitions.

A TSACMS is completely independent of any Cadillac Fairview base building infrastructure and will not be managed or supported by Cadillac Fairview.

A single card solution is possible when selecting a TSACMS, providing the reader head technology is aligned with the current reader head technology of the BBACMS.

When installing a TSACMS;

1. Tenant project drawings are required to be reviewed by the landlord and any of the Cadillac Fairview base building engineers or consultants denoted in this document.
2. All related equipment including the DGP must be installed in the tenant space when installing a TSACMS, noting the base building riser rooms are NOT deemed usable tenant space.
3. The tenant is not required to use Diebold Canada or any of the pre- authorized VARs for TSACMS installations, but is still obligated to follow the base building contractor requirements outlined in this document.
4. At no time will Cadillac Fairview monitor, support, or provide maintenance on a TSACMS.
5. If the tenant is installing TSACMS and has premises on more than one floor, or in different buildings within a single Cadillac Fairview property, the tenant is responsible provide the connection between floor plates for the TSACMS.
6. Additional options are available for card readers installing Bluetooth readers and mobile access solutions. See site Security Manager or Property Manager for details.

4.9. Pre-Construction Safety

Once a floor has been handed over to a Tenant General Contractor, the contractor is responsible for the floor even if work is confined to a section of the floor. All floors will be confirmed in writing with mutual acceptance to be in perfect condition unless, prior to start of any work, an inspection by the contractor and a Representative of the Landlord determines otherwise.

If during the construction period, should the Tenant General Contractor or other forces working for the Tenant cause damage to the premises or common areas of the building, the Landlord, at its option, will carry out repairs at the Tenant's expense.

The Landlord reserves the right to conduct their own site inspections at any time without notice.

4.10 Project Documents

The documents outlined in Section 5 will be required to be submitted to the General Manager, Calgary City Centre. This submission of information shall be in the form of a checklist for ease of administration.

SECTION 5**5. FORMS****5.1. Construction Checklist**

TENANT: _____

PROJECT: _____

CALGARY CITY CENTRE PERMIT: _____ DATE: _____

The Tenant must ensure that all the following applicable items are confirmed upon completion of construction. It is the Tenant's responsibility to verify, through its contractors/consultants, that all engineering-related items are completed in accordance with the <u>Landlord's</u> approved drawings and specifications.	Completed (Initial)	Not Applicable
1. SERVICE CORRIDOR AND HARD SURFACES Service corridors and hard surfaces must be thoroughly cleaned and finishes restored/repaired to base-building standard. In accordance with the Tenant Leasehold Improvement Manual, all cleaning must be performed by the building cleaning contractor to the Tenant's account.		
2. DDC UNIT CONTROLS Engineering drawings and specifications must ensure that all DDC unit controls are calibrated and checked by the base building controls contractor.		
3. LIGHT SWITCHING All fluorescent luminaries within each office floor are controlled automatically by occupancy sensors or photo sensors in the perimeter and also by the master building computer.		
4. EMERGENCY LIGHT COVERAGE Entire building is powered by emergency lighting. Minimum emergency lighting levels per ABC must be maintained.		
5. ELECTRICAL, MECHANICAL, LIFE SAFETY and TELECOMMUNICATION ROOMS These rooms must be left tidy and clean with all equipment installed properly and all base building panels and directories to be typed and installed in electrical panels. All new sleeves into the access floor must be sealed with 2h fire rated material to the approval of the AHJ and the ABC.		

The Tenant must ensure that all the following applicable items are confirmed upon completion of construction. It is the Tenant's responsibility to verify, through its contractors/consultants, that all engineering-related items are completed in accordance with the <u>Landlord's</u> approved drawings and specifications.	Completed (Initial)	Not Applicable
6. FIRE HOSE CABINETS Ensure all extinguishers (5lb, dry chemical, ABC type) located in the fire hose cabinets are fully charged and that fire hoses are connected properly and in good condition.		
7. TEST SPRINKLERS After completion of any work to sprinkler or standpipe systems, Tenant General Contractor to pressure test the system in accordance to all applicable codes and to meet any requirements of the Authority Having Jurisdiction.		
8. PROVIDE AIR and WATER- BALANCE REPORT(S) Provide the Landlord with an air and/or water-balance report upon completion of construction. The balancing report must be done by a contractor approved by the Landlord at the Tenant's expense.		
4. EMERGENCY LIGHT COVERAGE Entire building is powered by emergency lighting. Minimum emergency lighting levels per ABC must be maintained.		
9. PROVIDE CLOSE OUT DOCUMENTATION As Built: A complete set of "as built" drawings and electronic files using the most current version of AutoCAD or Revit are to be submitted to the base-building engineering consultants. Two (2) sets of black-line prints of these drawings are to be submitted to the Landlord. One set of architectural "as-built" drawings is also to be sent to the Landlord along with documentation for closure of issued Building Permit and final City of Calgary Building Department inspection.		

The Tenant must ensure that all the following applicable items are confirmed upon completion of construction. It is the Tenant's responsibility to verify, through its contractors/consultants, that all engineering-related items are completed in accordance with the <u>Landlord's</u> approved drawings and specifications.	Completed (Initial)	Not Applicable
Fire Alarm: Two copies of fire-alarm verification report(s) are to be submitted to the Landlord (prior to Tenant occupation of the floor). Verifying the location, operation and supervision of the following: • Duct smoke detectors • Smoke detectors (core-area rooms) • Fireman's handsets • Fire-alarm speakers • Fire-alarm pull stations • Sprinkler flow switch and supervised valve All devices and components are to be verified per national Standard of Canada "CAN/ULC-S 537-97" Upon completion of final tie-in to the base building fire alarm system, Mulvey & Banani (AB) personnel must verify proper annunciation of all life-safety devices at the fire- alarm panel. Mulvey & Banani (AB) personnel must verify that sound- pressure levels in all areas of the floor are: • For alarm or alert signal – at least 15 dBA above the equivalent sound Level of 5 dBA above the maximum sound level having duration of at least 60 seconds, whichever is greater, measured 1500 millimeters above the floor, but not less than 90 dBA. • For voice communication – at least 9 dBA above equivalent sound level or 3 dBA above the maximum sound level having duration of at least 60 seconds, whichever is greater, measured 1500 millimeters above the floor. But not less than 85 dBA The Landlord is to be notified in writing 48 hours prior to testing. LEED®: Refer to Calgary City Center Sustainable Tenant Design & Construction Guidelines for specific requirements.		

The Tenant must ensure that all the following applicable items are confirmed upon completion of construction. It is the Tenant's responsibility to verify, through its contractors/consultants, that all engineering-related items are completed in accordance with the <u>Landlord's</u> approved drawings and specifications.	Completed (Initial)	Not Applicable
10. TIE-INS TO BASE BUILDING CONDENSING OR CHILLED-WATER SYSTEM All "hot-tapping" into the base-building chilled-water system must include the following: An X-ray after the hot-tap Systems flush and clean prior to going on-line by current water treatment service provider. All results must be submitted to the Landlord.		

**** ALL THE ABOVE ITEMS ARE TO BE COMPLETED PRIOR TO TENANT OCCUPATION AND A SIGNED COPY RETURN TO THE LANDLORD,**

**** LANDLORD WILL PERFORM THE ABOVE WORK TO THE TENANT'S ACCOUNT IF ANY APPLICABLE ITEMS ARE NOT COMPLIED WITH.**

TENANT: _____ DATE: _____

AUTHORIZED SIGNATURE: _____

5.2. Application for Fire Protection System Work Permit

TENANT: _____

FLOOR: _____

REQUEST

- ☐ SPRINKLER SHUT DOWN
☐ FIRE STAND PIPE SHUT DOWN
☐ BYPASS SMOKE DETECTOR(S)
☐ BYPASS MANUAL PULL STATION(S)
☐ BYPASS THERMAL DETECTOR(S)
☐ BYPASS FIRE ALARM BELLS
☐ OTHER _____

DURATION:

FROM (DATE): _____ TIME: _____

TO (DATE): _____ TIME: _____

1. GENERAL CONTRACTOR: _____ PHONE #: _____

NAME: _____ SIGNATURE: _____
(Print)

2. CONTRACTOR: _____ PHONE # _____

NAME: _____ SIGNATURE: _____
(Print)**ACTIVATION OF THE FIRE ALARM SYSTEM WITHOUT JUST CAUSE WILL RESULT IN A \$1,500.00 FINE.
THE PAYMENT OF THIS FINE IS THE RESPONSIBILITY OF THE TENANT GENERAL CONTRACTOR.****THE CADILLAC FAIRVIEW CORPORATION LIMITED AT CALGARY CITY CENTRE**

WORK PERMIT APPROVED BY:

NAME: _____ SIGNATURE: _____
(Print)

5.3. Statutory Declaration

IN THE MATTER OF a Lease (the "Lease") between THE CADILLAC FAIRVIEW

CORPORATION LIMITED (the "Landlord") and (the "Tenant")

Suite No. (The "Premises") in (the "Office Tower").

I, of the City of, in the Province of

DO SOLEMNLY DECLARE THAT

1. I am the (title) of the Tenant and as such have knowledge of the matters stated in this Declaration.
2. All Tenant's Work required to be performed pursuant to Schedule "C" of the Lease relating to the Premises has been completed and all accounts for work, services and materials with respect to the Tenant's Work have been paid in full.
3. All Tenant's Work has been carried out and performed in accordance with all applicable by-laws, rules, regulations and orders of any lawful authority.
4. The last date on which any work was done or materials were provided in connection with the Tenant's Work is, 20.....
5. There are no liens, encumbrances or other charges outstanding against the Office Tower, the Premises or the Tenant's interest in the Premises as a result of the performance of the Tenant's Work.
6. All assessments under the Workers' Compensation Act against the Tenant, it's contractors, subcontractors and other persons or business entities who performed work on the Office Tower or the Premises in connection with the Tenant's Work have been paid in full.

AND I make this solemn Declaration conscientiously believing it to be true, and knowing that it is of the same force and effect as if made under oath.

DECLARED before me at the City of)

....., in the Province of)

..... this day)

of , 20.....).....
Representative of the Tenant

.....
A Commissioner in and for the Province of

5.4. Tenant Hot Work Information and Responsibilities

The Cadillac Fairview Corporation Limited strongly believes that fires caused by hot work can have a significant adverse effect on our ability to do business. Because of this, we have established procedures and trained our employees to help minimize this hazard.

As a Tenant at this facility, you are a partner in our continued success in preventing losses. We encourage your suggestions on how hot work can be avoided by using alternative methods. If hot work cannot be avoided, you and your contractor are expected to strictly follow our procedures.

The Calgary City Centre Fire Safety Supervisor will help you and your contractor follow our procedures for hot work. If appropriate, the supervisor will introduce your contractor to other workers in the area to discuss unique conditions he should be aware of before beginning your work.

Please read our Corporation's hot work rules (below) and any other documentation provided by the fire safety supervisor, and thank you for helping us to improve our property and protect against loss.

Cadillac Fairview Corporation Limited Hot Work Rules

1. A hot work permit is required for any temporary operation involving open flame or producing sparks. This includes, but is not limited to: brazing, cutting, grinding, soldering, pipe thawing, torch-applied roofing and welding.
2. If there is a practical and safer way to do the job without hot work, we require that method be used.
3. No hot work is permitted without authorization from _____, the Fire Safety Supervisor, in the form of a signed hot work permit. This permit will be valid for a maximum of one shift, or eight hours, whichever is shorter. After this time period, another permit must be obtained from and signed by, _____, before any hot work can continue.
4. Specific fire fighting equipment and protection material will be required at the hot work site before any work can be started. Some or all of these materials will be provided by us. This should be discussed with the fire safety supervisor before your contractor arrives at our facility.
5. No hot work is permitted without a designated fire watch present. One of our employees will serve that role. This employee will have total control over the hot work area for fire prevention. If unsafe conditions are observed during the hot work operation, the work will be stopped until the hazard can be neutralized or eliminated. The cost of providing a fire watch may be charged back to you.

6. The contractor will verify that all hot work equipment is in proper working order and in a fire safe condition. An inspection of the equipment will be conducted by the fire safety supervisor, before the hot work permit is issued. Any unsafe equipment will be removed from the property.

7. Any contractor equipment or material that is to be stored in the facility overnight must be properly secured in an area designated by the fire safety supervisor.

Violation of these rules will result in termination of the work and the contractors' personnel will be escorted from the property.

I have read and understand The Cadillac Fairview Corporation Limited Hot Work Rules and other documentation supplied by the Corporation, and agree to follow all rules and guidelines:

SIGNATURE: _____ DATE: _____
(Tenant)

COMPANY: _____

5.5. Contractor's Hot Work Indemnification

The Contractor shall defend, indemnify and hold The Cadillac Fairview Corporation Limited and Ontrea Inc. (the "Owner") harmless from and against all liability, claims, demands, damages, losses and expenses (including reasonable attorney's fees) on account of property loss or damage of any kind, which arises out of or is in any way connected with the Contractor's performance or its hot work or the hot work of any of its agents, employees or subcontractors. This Defense & Indemnity shall include the right of the Owner to retain counsel of its choosing, and to be reimbursed for all reasonable attorneys' fees and costs.

The Contractor, its employees, agents and subcontractors agree to fully cooperate with the Owner, its employees, agents, subcontractors and insurers in the investigation and resolution of all claims and demands.

SIGNATURE (Contractor)

COMPANY:

DATE:

5.6. Pre-Construction Acknowledgement Letter

Date

Contact Name (General Contractor) Company Name
Address
City and Province
Postal Code

Attention:

Re: Calgary City Centre
Tenant Improvements on Floor #
Tenant name

The contractor acknowledges that they have been given the property "Construction Guidelines" and "Property Rules and Regulations" and will abide by those rules and regulations, otherwise fines will be imposed per the standard Cadillac Fairview Policy.

A Construction Deposit (certified cheque made payable to legal owner) will be provided prior to the commencement of construction in the amount of \$ _____. Other charges (i.e. system drain downs, tile, etc.) may also be applied to the deposit.

Upon final inspection of the said premises and property, all, part or none of the deposit will be returned within 45 days.

If deficiencies and/or property damage is found, the contractor will be given _____ days to make good, or the Landlord will make good and pass along all related charges, plus an administration fee of 15%.

Yours truly,

THE CADILLAC FAIRVIEW CORPORATION LIMITED

(Name)

I, the above mentioned contact, acknowledge and agree to the rules, as set out by the Landlord.

Contact Name: _____ Date: _____
(Print)

Contact Signature: _____ Title: _____
(Signature)

5.7. Access Control Services Agreement

DATED this _____ day of _____, _____.

Between

("Tenant")

and

THE CADILLAC FAIRVIEW CORPORATION LIMITED

("Landlord")

Whereas

- A) The Tenant leases office premises from the Landlord located at 215 – 2nd Street SW, Calgary Alberta (the "**Premises**") at Calgary City Centre (the "**Property**").
- B) The Landlord, through its security contractor, has installed a base building security system in the Property (the "**Base Building Security System**").
- C) The Tenant wishes to purchase and the Landlord has agreed to provide certain access control services to the Tenant, on the terms and conditions set out herein.

NOW THEREFORE for good and valuable consideration, the Landlord and the Tenant agree as follows:

1. **SCHEDULES:** The following Schedules are attached hereto and form part of this Agreement:

Schedule "A" – Specifications and Pricing

2. **SERVICES:** The Landlord hereby undertakes to provide all labour, materials, products, equipment and services (collectively, the "**Services**") required to carry out, in good and workmanlike manner building access control services in accordance with the terms and conditions of this Agreement and the specifications attached hereto as Schedule "A" (the "**Specifications and Pricing**").
3. **FEES:** In consideration of the performance by the Landlord of its obligations under this Agreement, the Tenant undertakes to pay to the Landlord the fees set out in Schedule "A", which amounts include all federal, provincial, municipal and other governmental taxes, subject to adjustments as provided in this Agreement.

The fees will be paid on a monthly basis upon receipt of an invoice from the Landlord.

4. **TERM:** This Agreement shall commence at 12:01 a.m. on _____ and expire at 11:59 p.m. on _____ (the “**Term**”), unless sooner terminated pursuant to the terms of this Agreement. This Agreement shall automatically renew for successive twelve (12) month periods thereafter unless either party gives the other party at least 30 days’ notice that it does not wish to renew this Agreement. Notwithstanding the above, upon the expiry or earlier termination of the Tenant’s lease for its Premises, this Agreement will automatically terminate on the date of such expiry or earlier termination.

5. **PERFORMANCE OF SERVICES:**

- (a) The Landlord is an independent service provider and is not an employee of, partner of, or in a joint venture with the Tenant.
- (b) It is expressly understood and agreed by the parties that the Landlord will not provide any monitoring or maintenance services in respect of the access control system inside the Premises (the “Tenant Access Control System”) except to the extent described herein under Schedule “A” – Specifications and Pricing. The Tenant will be responsible for its own monitoring, which will include all doorway-related alarms, panic and duress alarms, and intrusion alarms. The Tenant will ensure that it has adequate insurance coverage in place in respect of the Tenant Access Control System.

6. **TERMINATION:**

- (a) If any of the following events of default occurs, the non-defaulting party may terminate, at its sole and unfettered discretion this Agreement and all rights granted hereunder with respect to this Agreement effective immediately by notice in writing to the defaulting party:
 - (i) If a party makes an assignment in bankruptcy or a petition is filed against such party under any applicable insolvency legislation; a party is declared or adjudicated bankrupt; if a liquidator, trustee in bankruptcy, custodian, receiver, receiver and manager, monitor, administrator or any other person or entity with similar powers shall be appointed of or for a party or any of its property; or a party commits any act of bankruptcy or proceedings are instituted to adjudge such party bankrupt;
 - (ii) If a party assigns or otherwise transfers its interest in this Agreement or any portion thereof or sublets, or subcontracts or delegates all or any portion of the Services otherwise than in accordance with this Agreement; or
 - (iii) if a party breaches any term, condition or obligation of this Agreement and fails to remedy such breach to the full satisfaction of the other party within ten (10) days' written notice to defaulting party of such breach.
- (b) Notwithstanding anything in this Agreement, either party may terminate this Agreement, at their sole and unfettered discretion, without penalty, upon thirty (30) days’ prior notice to the other party and all amounts payable by the parties under this Agreement shall be adjusted as of the date of termination.

7. **RELEASE AND INDEMNITY:**

- (a) In this Agreement, "Released Person" means the Landlord, its affiliates and all and any of the leasehold, freehold or other owners of the Property, every mortgagee, chargee, secured lender or her entity with a secured financial interest in the Property, and the officers, directors, employees, agents, and tenants of each of the entities mentioned in this sentence. For the purpose solely of any release, exculpatory provision, or indemnity provided for in this Agreement, the Landlord acts as agent or trustee for each of the Released Persons with the intent that each Released Person may enforce the benefit of each release, exculpatory clause, or indemnity, as the case may be, against the Tenant and the Tenant's insurers.
- (b) The Tenant hereby acknowledges and accepts all risks arising from any occurrence occasioned, whether in whole or in part and whether directly or indirectly, by any act or omission of the Tenant and/or those for whom it is in law responsible.
- (c) The Tenant releases each and every Released Person from all claims in respect of any death or injury to persons or for any loss or damage of or to the property of the Tenant or of others regardless of how caused (including theft), and whether or not any such death, injury, loss or damage results from the negligence of any Released Person which are occasioned or in any way arise from the performance of the Services by the Landlord.
- (d) The Tenant shall indemnify each of the Released Persons and save each of them harmless from and against any and all loss, costs, expenses, claims, actions, damages, liabilities and expenses in connection with death or injury arising from or out of any occurrence, in, upon or relating to the Tenant's premises or damage to or loss of property of the Tenant or any others located on the premises or elsewhere in the Property regardless of how caused which death, injury, damage or loss directly or indirectly results from or arises in connection with this Agreement, and the Tenant hereby releases the Landlord from any liability in connection with such death, injury, damage or loss, except to the extent set out above. In case the Landlord, or any other Released Person, through no fault of its own, shall be made a party to any litigation commenced by or against the Tenant, the Tenant shall protect and hold harmless the Landlord and any other Released Person and shall pay all costs, expenses and reasonable legal fees incurred or paid by the Landlord or any other Released Person in connection with such litigation. The Released Person may, at its option, participate in or assume carriage of any litigation or settlement discussions relating to the foregoing, or any other matter for which the Tenant is required to indemnify the Released Person under this Agreement. Alternatively, the Released Person may require the Tenant to assume carriage of and responsibility for all or any part of such litigation or discussions. The indemnities contained herein shall not be prejudiced by and shall survive expiry or termination of this Agreement.
8. **COMPLIANCE WITH LAWS:** The Tenant undertakes to comply with all applicable federal and provincial privacy legislation in effect from time to time in the operation and maintenance of the Tenant Access Control System and any information provided by the Landlord in relation thereto, and it shall cause its officers, directors, and employees to abide by such legislation in the performance of their duties hereunder. The Tenant shall be responsible for and shall indemnify the Landlord for any breach of this provision by it or any of its officers, directors or employees.

9. **ASSIGNMENT:** The Tenant will not be permitted to assign or transfer this Agreement without the consent of the Landlord, which may not be unreasonably withheld. The Landlord will be permitted to assign this Agreement in connection with any sale or transfer of its interest in the Property.
10. **ENTIRE AGREEMENT:** This Agreement and any documents incorporated by reference herein constitute the entire agreement between the parties pertaining to the subject matter hereof and supersede all prior agreements, understandings, negotiations and discussions with respect to the subject matter hereof whether oral or written. Except as provided in such materials, there are no conditions, representations, warranties, undertakings, promises, inducements or agreements whether direct, indirect, collateral, express or implied made by either party to the other. No supplement, modification or waiver of this Agreement shall be binding unless executed in writing by both parties.
11. **REMEDIES CUMULATIVE:** The duties and obligations imposed by this Agreement and the rights and remedies available thereunder shall be in addition to and not a limitation of any duties, obligations, rights and remedies otherwise imposed or available by law.
12. **NO WAIVER:** No action or failure to act by the Landlord or Tenant shall constitute a waiver of any right or duty afforded any of them under this Agreement, nor shall any such action or failure to act constitute an approval of or acquiescence in any breach thereunder, except as may be specifically agreed in writing.
13. **NOTICES:** Any notice required to be given under this Agreement shall be given in writing at the address hereinafter mentioned (or at such other address as one party may notify in writing the other party), and shall be deemed to have been given either at the time of personal delivery to the addresses or on the business day following delivery by facsimile, or forty-eight (48) hours following mailing thereof by registered mail.

NOTICE TO LANDLORD:

Calgary City Centre
215 – 2nd Street SW, Calgary AB

Attention: _____

Telephone: _____

Facsimile: _____

NOTICE TO TENANT

Attention: _____

Telephone: _____

Facsimile: _____

In the event of any disruption of the postal service, actual or threatened, all notices hereunder shall be given by personal delivery or delivered by facsimile. Delivery by electronic means shall not be deemed valid delivery hereunder.

14. FORCE MAJEURE: The Landlord shall not be liable for any interruption of any of the services described in this Agreement, where the interruption of said service is due to system failure, strikes, floods, riots, fires, explosions, acts of God, or any other cause, and shall not be required to supply any service to the Tenant while interruption of such service due to any such cause shall continue. The Landlord shall use all reasonable efforts to restore the services as quickly as possible.

15. LAWS: This Agreement shall be construed and enforced in accordance with the laws of the province in which the Property is located and the federal laws of Canada applicable therein.

THE CADILLAC FAIRVIEW CORPORATION LIMITED

Per: _____
Authorized Signatory

Per: _____
Authorized Signatory

I/we have the authority to bind the corporation.

LEGAL NAME OF TENANT

Per: _____
Authorized Signatory

Per: _____
Authorized Signatory

I/we have the authority to bind the corporation.

SCHEDULE “A” – SPECIFICATIONS AND PRICING

The Landlord agrees to provide the following Services to the Tenant:

BASE AND TENANT BUILDING ACCESS CONTROL SERVICES

1. Base Building and Tenant Access Management

The Landlord will implement and manage the Base Building and Tenant Access Control System, which controls access to the following:

- (a) Base building and common areas using card readers and access cards. The costs for this service are absorbed within the monthly Common Area Management fees, and
- (b) Tenant-specific areas, costs of which are assessed on a “per card-reader” basis, at \$30.00 per reader per month for existing card reader installations. The monthly fee covers the cost of maintaining the Tenant-area access control system, including repair and replacement of card readers, system diagnostics and cabling.

2. Issue and Program Cards for Access Control System

- (a) The Landlord programs access cards for all Tenant personnel who need access to the Premises through the base building common areas. The fee for each new or replacement card issued by the Landlord to the Tenant is \$25.00 per card. Card issuing services include:
 - a. Provide and program cards for base building access,
 - b. Update cardholder data,
 - c. Replace and deactivate cards, and
 - d. Program access levels for base building and tenant access.
- (b) The Landlord may charge the Tenant, at Landlord’s sole discretion, a card programming fee in an amount of up to \$10.00 per card per instance for changes requested by Tenant including, but not limited to, name changes and access level changes.

3. Base Building and Tenant-area Access Reports

- (a) The Landlord will provide a semi-annual Tenant Access Control System report detailing the number and assignment of the entire Tenant’s authorized Tenant Access Control System access cards and their associated access levels. There is no charge for this service, provided that if the Tenant requests reports on a more frequent basis than semi-annually, the Landlord may charge the Tenant a fee in an amount up to \$50.00 for each additional report.
- (b) Requests for any other type of access report must be made in writing on Tenant’s letterhead to Cadillac Fairview’s Chief Privacy Officer at 20 Queen Street West, Suite 500, Toronto, ON M5H 3R4. The request must identify the purpose for which the information is being requested and must contain an acknowledgment that appropriate consent to such use has been obtained by the Tenant in accordance with application privacy legislation.

5.8. Tenant Access Control Implementation Agreement

Between

[Insert legal name of Tenant]
("Tenant")

- and -

THE CADILLAC FAIRVIEW CORPORATION LIMITED
("Landlord")

Whereas

- A) The Tenant leases office premises (the "**Premises**") from the Landlord known as suite(s) _____ in _____ (the "**Building**").
- B) The Landlord, through its security contractor, has installed a base building access control system (the "**Base Building Access Control System**") in the Building and the Tenant proposes to install its own access control management system in the Premises (the "**Tenant Access Control System**"), which will be connected to the Base Building Access Control System.
- C) The Landlord requires that the Tenant to use contractors approved by the Landlord to implement the Tenant Access Control System and adhere to certain Landlord standards with respect to the connection of the Tenant Access Control System to the Base Building Access Control System;

Now therefore this Agreement witnesseth that in consideration of the mutual covenants and agreements herein contained, other good and valuable consideration and the sum of ONE DOLLAR (\$1.00) now paid by each of the parties to the other (the receipt and sufficiency of which is hereby acknowledged) the parties agree as follows:

1. Installation and Maintenance.

The Tenant is hereby permitted to install the Tenant Access Control System in the Premises provided:

- (a) the installation of the Tenant Access Control System and any and all repairs, replacements, alterations to, or the removal of, the Tenant Access Control System (collectively, the "**Tenant Implementation Activities**") shall be performed only in accordance with plans and specifications approved in advance in writing by the Landlord and by contractors approved in advance in writing by the Landlord ("**Approved Contractors**"), at its sole and unfettered

- discretion;
- (b) the Tenant Implementation Activities comply with the Calgary City Centre Tenant Leasehold Improvement Manual and the Lenel “OnGuard” Implementation Guidelines;
- (c) all Tenant Implementation Activities shall be the Tenant’s responsibility and shall be performed at the Tenant’s sole expense; and
- (d) all agreements with respect to Tenant Implementation Activities will be solely between the Tenant and the Approved Contractors. The parties acknowledge that the Landlord shall have no involvement in any of the Tenant Implementation Activities, subject to providing the plans, specifications and list of Approved Contractors as described in Section 1(a) above.

2. Ownership of Data Gathering Panel.

The parties acknowledge that the data gathering panel and any associated equipment purchased by the Tenant as part of the Tenant Access Control System, installed in the Building but outside the Premises, shall become the sole property of the Landlord upon installation in the Building.

3. Connection to Base Building Access Control System.

- (a) The Tenant will provide the Landlord with a written notice upon completion of the Tenant Implementation Activities (the “Completion Notice”).
- (b) Upon receipt of the Completion Notice, the Landlord or its representatives will inspect the Premises to ensure the Tenant Access Control System complies with the standards set out in Section 1 above. If the Tenant Access Control System does not comply with such standards, the Landlord will provide the Tenant with a detailed list of deficiencies and the Tenant will be required to cure such deficiencies at its sole expense. Upon completion of such deficiencies, the Tenant will provide the Landlord with another Completion Notice and the Landlord or its representatives will re-inspect the Premises. The parties will follow the above process until the Landlord is reasonably satisfied that the Tenant Access Control System can be connected to the Base Building Access Control System.
- (c) Once the Landlord is satisfied in accordance with subsection 2(b) above, the Landlord will arrange to connect the Tenant Access Control System to the Base Building Access Control System at the Landlord’s sole expense.
- (d) The Tenant will notify the Landlord in writing regarding any problems it is experiencing with the Tenant Access Control System that it believes are related to the connection to the Base Building Access System. The Landlord will investigate the issue in consultation with the Tenant, the Tenant’s Approved Contractor and the Landlord’s then current vendor of record.
 - (i) The Landlord will use commercially reasonable efforts to promptly cure, at its sole expense, any problems it reasonably determines relate to the connection to the

Base Building Access Control System.

(ii) The Tenant will be responsible to cure, at its sole expense, any problems the Landlord reasonably determines do not relate to the connection to the Base Building System.

(iii) If the Tenant disagrees with the Landlord's determination, the Tenant may appeal the Landlord's decision to the General Manager of the Building. The General Manager's determination will be final and binding on the parties.

4. Monitoring Services.

Except as expressly set out in any additional written agreements between the Tenant and the Landlord, it is expressly understood and agreed by the parties that: (i) the Landlord will not provide any monitoring services in respect of the Tenant Access Control System; (ii) the Tenant will be responsible for its own monitoring in the Premises; and (iii) the Tenant will ensure that it has adequate insurance coverage in place in respect of the Tenant Access Control System.

5. Removal of Equipment.

Upon termination or expiry of this Agreement, the Tenant shall remove at its costs and expense all cabling and other equipment installed so as to enable the Tenant to connect the Tenant's Alarm System to the Landlord's Network and shall repair any damage to the Building caused by such removal.

6. Release and Indemnity.

- (a) In this Agreement, "Released Person" means the Landlord, its affiliates and all and any of the leasehold, freehold or other owners of the Building, every mortgagee, chargee, secured lender or other entity with a secured financial interest in the Building, and the officers, directors, employees, agents, and tenants of each of the entities mentioned in this sentence. For the purpose solely of any release, exculpatory provision, or indemnity provided for in this Agreement, the Landlord acts as agent or trustee for each of the Released Persons with the intent that each Released Person may enforce the benefit of each release, exculpatory clause, or indemnity, as the case may be, against the Tenant and the Tenant's insurers.
- (b) The Tenant hereby acknowledges and accepts all risks arising from the installation, operation, maintenance and monitoring of the Tenant Access Control System and any occurrence occasioned, whether in whole or in part and whether directly or indirectly, by any act or omission of the Tenant and/or those for whom it is in law responsible.
- (c) The Tenant releases each and every Released Person from all claims in respect of any death or injury to persons, for any loss or damage of or to the property of the Tenant or of others or any issues relating to the operation or maintenance of the Tenant Access Control System, regardless of how caused (including as a result of any failure of the Base Building Access Control System), and whether or not any such death, injury, loss or damage results from the negligence of any Released Person which are occasioned or in any way arise in connection with this Agreement.

(d) The Tenant shall indemnify each of the Released Persons and save each of them harmless from and against any and all loss, costs, expenses, claims, actions, damages, liabilities and expenses in connection with death or injury arising from or out of any occurrence, in, upon or relating to the Tenant's Premises, the Tenant Access Control System or damage to or loss of property of the Tenant or any others located on the premises or elsewhere in the Building regardless of how caused which death, injury, damage or loss directly or indirectly results from or arises in connection with this Agreement, and the Tenant hereby releases the Landlord from any liability in connection with such death, injury, damage or loss, except to the extent set out above. In case the Landlord, or any other Released Person, through no fault of its own, shall be made a party to any litigation commenced by or against the Tenant in connection with this Agreement, the Tenant shall protect and hold harmless the Landlord and any other Released Person and shall pay all costs, expenses and reasonable legal fees incurred or paid by the Landlord or any other Released Person in connection with such litigation. The Released Person may, at its option, participate in or assume carriage of any litigation or settlement discussions relating to the foregoing, or any other matter for which the Tenant is required to indemnify the Released Person under this Agreement. Alternatively, the Released Person may require the Tenant to assume carriage of and responsibility for all or any part of such litigation or discussions. The indemnities contained herein shall not be prejudiced by and shall survive expiry or termination of this Agreement.

7. Force Majeure.

The Landlord shall not be liable for any interruption of any of the services described in this Agreement, where the interruption of said service is due to system failure, strikes, floods, riots, fires, explosions, acts of God, or any other cause, and shall not be required to supply any service to the Tenant while 4 interruption of such service due to any such cause shall continue. The Landlord shall use reasonable efforts to restore the services as quickly as possible.

8. Compliance with Laws.

The Tenant undertakes to comply with all applicable federal and provincial privacy legislation in effect from time to time in the operation and maintenance of the Tenant Access Control System and it shall cause its officers, directors, and employees to abide by such legislation in the performance of their duties hereunder. The Tenant shall be responsible for and shall indemnify the Landlord for any breach of this provision by it or any of its officers, directors or employees.

9. Assignment.

The Tenant will not be permitted to assign or transfer this Agreement without the consent of the Landlord, which may not be unreasonably withheld. The Landlord will be permitted to assign this Agreement in connection with any sale or transfer of its interest in the Building.

10. Entire Agreement.

This Agreement and any documents incorporated by reference herein constitute the entire agreement between the parties pertaining to the subject matter hereof and supersede all prior agreements, understandings, negotiations and discussions with respect to the subject matter hereof whether oral or written. Except as provided in such materials, there are no conditions, representations, warranties, undertakings, promises, inducements or agreements whether direct, indirect, collateral, express or implied made by either party to the other. No supplement, modification or waiver of this Agreement shall be binding unless executed in writing by both parties.

11. Laws.

This Agreement shall be construed and enforced in accordance with the laws of the province in which the Building is located and the federal laws of Canada applicable therein.

12. Counterparts.

This Agreement may be executed in counterparts, or facsimile counterparts, each of which when executed by any of the signatories hereto will be deemed to be an original and such counterparts will together constitute one and the same Agreement.

THE CADILLAC FAIRVIEW CORPORATION LIMITED

Per: _____
Authorized Signatory

Per: _____
Authorized Signatory

I/we have the authority to bind the corporation.

LEGAL NAME OF TENANT

Per: _____
Authorized Signatory

Per: _____
Authorized Signatory

I/we have the authority to bind the corporation.

5.9. Passcard Authorization Form

CALGARY CITY CENTRE
(PLEASE COMPLETE ONE FORM PER EMPLOYEE)

DATE: _____

COMPANY NAME: _____

BUILDING ADDRESS: _____

EMPLOYEE'S FULL NAME: _____
(Please Print) (Last) (First)

AUTHORIZING PERSON'S NAME: _____
(Please Print) (Phone Number, including Area Code)

PLEASE COMPLETE THIS SECTION:

NEW EMPLOYEE: Yes___No___

ACCESS REQUIRED FOR FLOOR/LEVEL(S): _____

OTHER AREAS (please specify): _____

TIME RESTRICTIONS REQUIRED: _____

REPLACEMENT CARD: Yes___No___

CARD NUMBER: _____
(Insert card number being replaced)

Your privacy is very important to us. Personal Information collected from you, including your photograph, will be kept confidential and is to be used only for access control and security purposes by your employer and The Cadillac Fairview Corporation Limited and its affiliates ("Cadillac Fairview"). It will also be disclosed to any entity that acquires Cadillac Fairview provided such entity similarly agrees to protect your privacy. Cadillac Fairview may also use third parties to process some aspect of the personal information for its own internal purposes, provided such third parties similarly agree to protect your privacy.

An access log showing your name, card number, dates, times and areas of access and egress to the premises will be made available to your employer upon written request.

If you wish to have a copy of Cadillac Fairview's privacy policy, or have a privacy question or concern, you may contact Cadillac Fairview's Chief Privacy Officer in writing at 20 Queen Street West, Suite 500, Toronto, Ontario, M5H 3R4.

I, the undersigned have read and acknowledge the above privacy statement and consent to the collection, use and disclosure of my personal information for the purposes stated therein.

Employee Signature

Date

TO BE COMPLETED BY PROPERTY

DATE ENTERED INTO DATABASES: _____

TOWER ID(S): _____

TIME ENTERED: _____

DEPARTMENT(S): _____

INITIAL: _____

PHOTO: YES _____ NO _____

CARD #: _____

PROXIMITY PASS # _____

Security and Life Safety Office Location:

Office Hours: Monday to Friday 9:00 am – 1:00 pm

SECTION 6

6. APPENDIX

6.1.1. Codes and Bylaws

Each Tenant and Contactor is responsible for obtaining all necessary permits and approvals from all authorities having jurisdiction over the work to be carried out. The Principal Code Reference is the Alberta Building Code (latest edition), and the related Mechanical, Electrical Fire Codes of the Province of Alberta.

6.1.2. Design Criteria - Introductory Preamble

Calgary City Centre has been designed to be a fully barrier free accessible environment in accordance with the requirements of the Alberta Building Code. The design of the Tenant must not reduce the level of accessibility in any manner. Generally, doors have been designed with sufficient clearance on the latch sides of the door for operation by persons in a wheelchair. Doors not providing sufficient clearance are equipped with automatic door operators.

Calgary City Centre is on target to achieve LEED Platinum Certification.

6.1.3. Perimeter Curtain Wall

The building perimeter consists of a unitized, aluminum fully glazed curtain wall system. Mechanical fastening is not permitted to the aluminum mullions. The use of double sided foam tape is permitted for walls abutting the mullions. Tenant Contractor to ensure tape product selected will not mar or damage finish of the mullion(s) in any manner.

The Tenant Contractor will be responsible for the cost of any repair as a result of mechanically fastening into the window mullions or any damage during construction.

An aluminum base extrusion extends beyond the interior face of the window mullions to cover the perimeter fire stopping. Tenant carpeting may extend under the base at the perimeter. The base is not to be cut at locations where walls extend to the building perimeter. **Any base cut or other wised damaged will be replaced at the cost of the Tenant.**

Pictures, visual markings, signs or decorations of any kind taped or attached to the glazing will not be permitted.

6.1.4. Ceilings (Tenant Leasehold Improvement Manual 4.2.1)

Alternations to the perimeter bulkhead consisting of roller blind pocket, metal filler panel, radiant heating panel and perimeter air boot will not be permitted. This includes, but is not limited to cutting or mechanically fastening to elements of the bulkhead including support grid sections. Modifications to the mechanical zones may be made to suit Tenant requirements subject to review and approval of the base building Mechanical Consultant.

The ceiling is designed as a 1 500 by 1 500 metric ceiling grid with 500 by 1 500 square edge, lay in acoustic ceiling tiles and light fixtures.

Packages of base building T-Bar grid will be provided stacked on the floor for installation by the Tenant Contractor. Any ceiling grid not being used is to be returned to the landlord in unopened packages and in good condition (no scratches, clips, holes, etc.). Base building T-Bar ceilings are not to be cut or screwed into. The Tenant Contractor is to use caddy clips to secure partition walls.

Packages of acoustic ceiling tiles will be stacked on the floor for installation by the Tenant Contractor. Any ceiling tile not being used is to be returned to the landlord in unopened packages and in good condition (no scratches, clips, holes, etc.). **Base building tile is Dune, as supplied by Armstrong.**

Any alterations required by the Tenant to the elevator lobby ceilings of multi-tenant floors must be first reviewed by the Landlord and approved prior to the work proceeding. Access panels are also required in gypsum wallboard ceilings; contact the Tenant Coordinator to arrange locations.

6.1.5. Lighting (Tenant Leasehold Improvement Manual 4.4.1)

Lighting designs of tenant spaces must comply with maximum allowable 6.1 W/m² for lighting for office areas.

Each base building fixture is equipped with motion sensor control lighting, as installed under the base building contract. The lighting system includes both occupancy and light level sensors. Both sensors are used to control individual lighting fixtures.

To maximize energy savings the Tenant must provide motion activated switches for any non-base-building type lights installed in individual spaces.

6.1.6. Perimeter Window Coverings

The base building is equipped with manually operated roller blinds supplied by RGO Window Coverings. The standard window covering fabric is TexScreen 9103-08, medium grey, 35% fiberglass/65% vinyl on fiberglass, SC-2008 with 3% visible light transmission produced by Sun Projects.

Alternate shade fabric to base building standard is not permitted.

The Tenants' Contractor is responsible for protection of the window coverings during construction. Upon termination of construction the tenant is responsible for the care, cleaning and maintenance of the window coverings.

6.1.7. Base Building Standard Door Hardware

All Tenants must incorporate base building Hardware Standard 4.6.1 as part of their tenant improvements. All interior & exterior doors that are capable of being locked must conform to the building master key system and meet the requirements of the Alberta Building Code.

6.1.8. Lobbies and Entrance Areas

Tenants occupying a complete floor with no other occupants are free to design the elevator lobbies on the floor(s) they occupy to fit with the design of the rest of their floor(s). Projecting walls containing elevator destination dispatch consoles must not be changed in either location or depth.

Entrance doors into reception areas are to be either single or double fully glazed glass doors either full height or with a glass transom. Choice of hardware and fittings is at the discretion of the designer providing it is compatible with base building hardware standard. Entrance doors to be flanked by full height glass sidelights with fittings to match glass doors. Door(s) and sidelight combination shall be a minimum of 2.7 metres in width. Doors and sidelights shall comply with the Alberta Building Code requirements for visibility and safety.

Non entrance doors into public corridors on floors with required cross over corridors shall be solid core wood, either full height or with flush transom over. Frames may be wood or steel. Doors and frames are to provide a fire resistance rating meeting Alberta Building Code requirements. Full floor tenants may finish doors and frames to be compatible with remainder of the Tenant space. Tenants sharing a floor with other tenants are required to match the finishes established on that floor. Please note, the hollow metal doors provided on cross over floors are intended for the purpose of obtaining Occupancy for the base building only.

Doors and frames for service spaces, exit stairs and washrooms are regulated throughout the tower. Full floor tenants may finish the tenant side of service room doors and frames to suit the design of their space. Please note that both sides of the door must be refinished to maintain equilibrium on both skins of the door(s). Base building signs for these doors must not be altered. When the tenant vacates the building, the doors are to be returned to applicable base building standards. Doors to exit stairs and washrooms are not permitted to be refinished. Tenants sharing a floor with other tenants are required to match the finishes established on that floor.

Tenant identification signs on the main lobby directory, floor elevator lobbies and adjacent to Tenant entrance doors must be in accordance with the Landlord's design criteria for such items as style, location and size. The criteria are currently under development by Cygnus. The cost of signs is charged to the Tenant's account. Detailed drawings of the design parameters for such drawings are available from the Landlord. All requests for signs must be submitted in writing to the Landlord indicating the exact wording and spelling required. Requests should be submitted approximately one month prior to the actual move-in date.

6.1.9. Moveable Walls

While moveable walls are currently considered by some to be furniture, for the purpose of this project, they will be considered the same as permanent partitions. The location of these walls is required to be reviewed as part of the fire code review by the Landlord before they may be installed.

Tenants not complying with this condition this will be required to remove the walls immediately at their own expense.



SUSTAINABLE TENANT DESIGN AND CONSTRUCTION GUIDELINES

**Calgary City Center
Phase 1 - 2014**



1. TENANT AWARENESS

Cadillac Fairview would like to encourage tenants to implement green building best practices in their own leased spaces. The base building is pursuing LEED certification. Through this initiative and others, Cadillac Fairview can support tenants that are incorporating green building features in their fit out projects.

This Tenant Guideline shall be distributed to each potential tenant in advance of signing a lease. Cadillac Fairview is actively involved in the tenant leasing, selection and engagement process.

2. SUSTAINABLE FEATURES

Calgary City Center Phase One has been designed in accordance with the Leadership in Energy and Environmental Design for Core and Shell Developments (LEED-CS) 2009 rating system. The rating system provides a set of performance measurements and criteria based on best practices in energy and environmental principles.

LEED-CS credits are earned by satisfying criteria organized into seven categories:

- Sustainable Sites (SS)
- Water Efficiency (WE)
- Energy & Atmosphere (EA)
- Materials & Resources (MR)
- Indoor Environmental Quality (EQ)
- Innovation in Design (ID)
- Regional Priority (RP)

The building was designed and constructed to increase occupant comfort and satisfaction while reducing the environmental impacts of construction and operation. The LEED-CS rating system influences the structure, enclosure, base building HVAC system, site, materials selection, and water systems and fixtures. LEED-CS certification makes it easier for tenants to incorporate environmentally responsible and healthy features into their own spaces.

2.1 Base Building Features

The Base Building includes the following green features:

- ▶ The site is close to a broad variety of services, amenities and public transit such as restaurants, malls, and LRT routes.
- ▶ Alternative commuting strategies are supported with designated preferred parking spots for carpools, all available for tenants use.
- ▶ The building is reducing its contribution to heat island effect with over 2,500m² of area dedicated to green roofs and locating all of its parking underground.
- ▶ The building and surrounding site is designed to reduce the quantity of storm water run-off in an effort to reduce the pollution of water ways.
- ▶ Potable water reduction strategies include low-flow water fixtures installed in washrooms (resulting in an estimated 40% annual savings over the LEED Baseline) and exterior landscaping requiring no irrigation.
- ▶ The base building HVAC and electrical systems are commissioned in order to ensure that systems were operating properly upon building occupancy.
- ▶ High efficiency lighting and occupancy sensors are installed.
- ▶ The base building uses environmentally preferable Low Mercury Lamps.
- ▶ The HVAC and fire suppression systems utilize environmentally preferable refrigerants and do not contain CFCs, HCFCs, or Halons.
- ▶ The building is estimated to use 44% less energy and have 56% lower energy costs than a typical building of its size.
- ▶ Building energy use will be sub-metered at the tenant and base building level.
- ▶ An enhanced waste diversion program is available for all tenants.
- ▶ Materials used in the base building's construction contain a high level of recycled and regional components.
- ▶ Improved indoor air quality with high level of fresh air delivery and air change effectiveness.
- ▶ Green Cleaning programs and products will be used by building maintenance staff.
- ▶ Low-Emitting materials such as adhesives, sealants, paints, coatings, and flooring systems were used during base building construction.
- ▶ The building incorporated ASHRAE 55 design guidelines in order to provide occupants with enhanced thermal comfort.
- ▶ The building was designed to facilitate tenants with the ability to have more than 90% of work stations to receive daylight and have a view to the exterior of the building.

3. LEED FOR INTERIOR FIT-UPS

LEED for Commercial Interiors (LEED-CI) Version 1.0 is a rating system applicable to tenant improvements of new or existing office space. The rating system provides a set of performance measurements and criteria established on globally-accepted best practices in energy and environmental principles.

3.1 Why Certify?

There are several advantageous reasons to pursue LEED certification. They include:

- ▶ Recognition for environmental stewardship among your peers, community, competitors, industry and your organization;
- ▶ Third party validation and acknowledgement of achievement;
- ▶ Qualify for government and private-sector funding opportunities;
- ▶ Marketing exposure through the Canada Green Building Council communications and promotions;
- ▶ Lowered operating costs, energy use and carbon emissions due to high performance design features and the enhanced commissioning of building energy systems; and
- ▶ Providing best-in-class levels of Indoor Air Quality through the use of products with low levels of volatile organic compounds, increased ventilation and a permanent monitoring system. Improved levels of Indoor Air Quality have been proven to reduce employee absenteeism and improve productivity.

3.2 The Certification Process

To earn LEED-CI certification, the project must satisfy all of the established prerequisites and a minimum number of points to achieve one of four certification levels (below). Since prerequisites of the program are required for all certification levels, the applicant targets credits to pursue with assigned point values.

Projects are rated according to their level of compliance with each targeted credit and certification is awarded based on the point total.

CERTIFICATION LEVEL	CERTIFIED	SILVER	GOLD	PLATINUM
POINTS	21-26	27-31	32-41	42-57

For more information on pursuing LEED-CI, visit the Canada Green Building Council's website, or speak to your property manager.

4. TENANT PERFORMANCE AND LEED OPPORTUNITIES

The following section outlines how the Base Building contributes to LEED Commercial Interiors v1.0 credit performance requirements. These measures also help tenants pursue LEED-compliant additions and alterations at this building. These are recommended targets for any tenant leasing a space in this building.

Please note that, even when tenants are not pursuing LEED Commercial Interiors V1.0, tenant design features for the following credits must be adhered to. Please refer to the sections below for additional information.

WEc1 – Water Use Reduction: Tenants must install fixtures at or below the prescribed flow rates.

EAc1.1 – Lighting Power: Tenants must install lighting systems with an overall Lighting Power Density of 6.1W/m

EQc1 – Outdoor Air Delivery Monitoring: Tenants must maintain CO2 sensors every 5,400ft² and in densely occupied spaces (25 people/1000 ft²).

Please refer to Table A1 in Appendix A for a complete list of credits that are reasonable for tenants to target at Calgary City Center Phase One.

SUSTAINABLE SITES

4.1.1 SSc1 – Select a LEED Certified Building – 3 Points

Calgary City Center Phase One should be certified by the CaGBC within one year of construction's completion. This will enable tenants pursuing LEED CI v1.0 in this building to earn LEED points.

4.1.2 SSc2 – Development Density and Connectivity – 1 Point

In order to achieve this credit, the tenant space must be close to more than 10 basic amenities and be within 800m of a residential zone.

Calgary City Center Phase One meets these requirements.

4.1.3 SS3.1 – Public Transportation Access – 1 Point

In order to achieve this credit, Tenant space should be within 800m of Light Rail Transit or be within 400m of two or more Bus Stations.

Calgary City Center Phase One has been constructed on a site that meets the requirements of this credit.

4.1.4 SS3.3 – Parking Availability – 1 Point

In order to achieve this credit, carpooling must be encouraged through a carpool management plan and tenants cannot have more parking provided than local bylaws suggest. Additionally, 5% of tenants must have access to carpool parking.

Tenants must mandate these requirements within their lease with Cadillac Fairview to earn this credit.

WATER USAGE REDUCTION

4.1.5 WEc1 – Water Use Reduction 20/30% – 1-2 points

The base building currently utilizes the following water fixtures:

- a) Water closets 4.8 LFP
- b) Urinals 0.5 LFP
- c) Faucets 1.9 LPM (Metered)
- d) Kitchen Sink 5 LPM
- e) Showers 5.7 LPM

Tenants must install fixtures which are at or below these flowrates. A tenant space utilizing these flowrates can earn up to two points under this credit category.

ENERGY AND ATMOSPHERE

4.1.6 EAp2 – Minimum Energy Performance - Required

The base building has been designed to have an energy use reduction of 44% and a cost use reduction of 56% as compared to baseline energy costs. Any new equipment installed under the tenant scope of work must be in compliance with ASHRAE/IESNA Standard 90.1-2004.

4.1.7 EAp3 – CFC reduction in HVAC&R Equipment – Required

The base building utilizes no CFC refrigerants. This meets the requirements of this credit. Any refrigerant using equipment installed under the tenant scope of work must also meet these requirements.

4.1.8 EAc1.1 - Lighting Power – 1-3 Points

The Tenant Lease Agreement for Calgary City Center Phase One requires that tenants implement a lighting power density of less than 6.1 W/m². Designing and installing a lighting system with lower lighting power density can contribute up to three points for a tenant fit-up.

4.1.9 EAc3 – Energy Use, Measurement and Payment Accountability – 1-2 Points

Sub-metering equipment will measure energy use within tenant spaces, allowing tenants to earn one point under this credit. Tenants who pay for their sub-metered energy consumption can earn an additional point.

MATERIALS AND RESOURCES

4.1.10 MRp1 – Storage and Collection of Recyclables - Required

Calgary City Center Phase One incorporates recycling storage within the base building. This helps to facilitate recycling programs in tenant spaces, which is required for all LEED CI v1.0 applications.

Indoor Environmental Quality

4.1.11 EQp1 – Minimum IAQ Performance – Required

Calgary City Center Phase One has been designed to exceed the requirements of ASHRAE 62.1-2004. Any tenant renovation which modifies the base building ventilation system should be discussed with the property manager prior to design. Tenant design should comply with ASHRAE 62.1-2004 requirements and will subsequently be eligible to achieve this LEED prerequisite.

4.1.12 EQp2 – Environmental Tobacco Smoke Control - Required

Calgary City Center Phase One is smoke-free. In addition to being smoke-free inside, any smoking must be at least 25 feet away from entries, outdoor air intakes, and operable windows. The base building provisions meet the intent of this prerequisite and no further work must be undertaken by the tenant.

4.1.13 EQc1 – Outdoor Air Delivery Monitoring – 1 point

The base building has incorporated Outdoor Air Delivery Monitoring Stations for base building systems, which helps tenants meet the requirements of this credit. In addition to the Outdoor Air Delivery Monitoring Stations, tenants must install LEED compliant CO2 monitors within densely occupied spaces.

4.1.14 EQc7 – Thermal Comfort – 1-2 Points

The base building was designed to the standards of ASHRAE 55-2004. This design consideration enables tenants to pursue this credit. Having a thermal comfort monitoring program as part of the tenant renovation is required to achieve 2 points under this credit.

4.1.15 EQc8.1/8.2 – Daylight 75-90% Spaces – 1-2 Points

The base building has been designed to enable 90% of each floor to have access to daylight by installing windows with a visual transmittance of 38 on tower floors. Open concept tenant floor layouts can earn up to two credits under this category.

4.1.16 EQc8.3 – Daylight: Views – 1 Point

All floors within Calgary City Center Phase One base building scope are designed to facilitate a tenant fit up that allows for 90% of spaces to have a direct line of site to the exterior environment.

Halsall Associates is the base building LEED consultant. Their role to date has been to develop and implement a LEED CS Gold Certification strategy.

Should you require additional information about the base building LEED strategy or require support in your LEED CI pursuit, please contact Halsall Associates for a more detailed analysis of feasible credits.

5. STRATEGIES AND PRODUCTS

Tenant alterations and additions should complement and enhance base building features to ensure that the property's energy targets, occupant comfort objectives and environmental performance are maintained.

5.1.1 Products

Products installed in the base building have been selected based on environmental attributes and indoor air quality benefits. Tenant alterations and additions are highly encouraged to meet the following material standards:

Table 1: Suggested Materials Criteria

MATERIALS	STANDARD
Adhesives & Sealants	South Coast Air Quality Management District (SCAQMD) Rule #1168
Paints & Coatings	Green Seal GS-11 (Interior Paints) Green Seal GC-03 (Anti-Corrosive and Anti-Rust Paints) SMAQMD Rule #1113 (All other Architectural Coatings, Primers, and Undercoats)
Composite Wood and Laminate Adhesives	No added urea-formaldehyde.
Wood	Forest Stewardship Council Certified (50% by cost)
Material Reuse	Utilize reused, salvaged, refurbished building materials (5-10% by cost), and furniture (30% by cost).
Regionally Extracted and Manufactured Materials	Specify locally extracted and manufactured materials in gypsum, steel, and office equipment (10% extracted and manufactured, 20% manufactured regionally by cost)
Carpet and Carpet Pad Systems	Carpet and Rug Institute's Green Label Plus

5.1.2 Strategies

The Table 2 outlines suggested energy performance criteria for potential tenant systems. Systems not listed below, will, at a minimum, meet or exceed local codes and standards.

Table 2: Building Design Strategies

INTERNAL LOADS	
Ventilation	Meet ASHRAE 62.1 2004
Lighting	Meet 6.1W/m2 Lighting Power Densities, or lower.
Lighting Controls	Occupancy and Daylight sensor should be installed.
HVAC	
Motors	NEMA Premium efficiency
AC Units	SEER of 13 for AC-4



NOTES

