



Tenant Design & Construction Manual Royal Centre

ROYAL
CENTRE

fashion | health | services | food

ROYAL CENTRE

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1. GENERAL INFORMATION

1.1 Introduction

The Tenant Design Criteria Manual has been written to assist the Tenants and their Designers in developing retail designs, which reflect and complement the overall concept of the Complex. This manual is intended to clarify the design concept for the retail premises and guide the Tenant, designer and/or contractor for the purpose of expediting the outfitting of the Tenant’s premises. It is intended to supplement the lease or offer to lease and shall not contradict either of those documents in any way.

The Tenant’s work must be designed in accordance with the laws and regulations of the authorities having jurisdiction; in compliance with the requirements of the Landlord’s insurer; and in conformity with these design criteria.

The Landlord reserves the right to revise this manual at any time. Full compliance with this guide does not obligate the Landlord to approve a Tenant Improvement Proposal.

1.2 Tenant Responsibility

The Tenant is responsible to ensure that the information contained in this manual is communicated to all parties associated with their project work within the facility.

1.3 Designers and Engineers

The Tenant must engage a registered Architect or Interior Designer and Professional Engineers for structural, architectural, graphic, heating, ventilation, air-conditioning, fire protection, security systems and electrical design of their premises. The Designers and Engineers services must include on-site inspections of construction and consultation on problems arising during construction. In addition, the Consultants must allow for a final letter of compliance. The Tenant must ensure that all changes to the contract receive written approval from the Designers, Engineers and the Landlord.

The Tenant may wish to retain the Landlord’s Base Building Engineers under direct contractual arrangement for the production of working drawings. If the Tenant chooses to employ consultants other than the Base Building Consultants for its design work, the Landlord will have such drawings reviewed by the Base Building Consultants in order to ensure compatibility with the building systems. All requirements as a result of the review must be incorporated into the design and construction. The cost of this review will be charged to the Tenant.

Electrical Engineer

Roy Campbell Ltd.
#100, 565 17th Street
West Vancouver British Columbia V7V 3S9

Contact - Bruce Campbell Phone -
604-926-3251

Electrical Engineer

WSP - MMM Group Ltd.
1000- Howe St. #840
Vancouver British Columbia V6Z 2A9

Contact - Andy Phone -
604 -676-1540

Mechanical Engineer

Rodier Mechanical Consultants Ltd.
#206 - 13281 72nd Avenue Surrey,
British Columbia V3W 2N5

Contact - Paul Charlton Phone -
604-502-8362

Mechanical Engineer

MCW Consultants
1400-1185 West Georgia
St Vancouver BC V6E 4E6

Contact - Willie Perez Phone -
604-687-1821

Sprinkler Engineer

Jensen Hughes Consulting Canada Ltd.
#228, 1185 West Broadway
Vancouver, British Columbia V6H 1X5

Contact - Ed Chow
Cel Chow

Phone -
604-732-3751

Fire Alarm System

Roy Campbell Ltd.
#100, 565 17th Street
West Vancouver British Columbia V7V 3S9

Contact - Bruce Campbell

Phone -
604-926-3251

Environmental Consultant

Shield EHS Solutions Ltd.
691 MacIntosh St.
Coquitlam, British Columbia V3J 4Y4

Contact - Greg Tan

Phone -
604-218-5950

Any revisions to Base Building systems, including Life Safety Systems, must be designed by the above noted Base Building Consultants.

1.4 Tenant Coordination

The Landlord will appoint a Tenant Construction Manager to guide and assist the Tenant throughout the design and construction period and act as a point of contact within the Landlord's organization. All documentation pertaining to the Tenant's construction is to be sent to the Tenant Construction Manager for review. A minimum of five business days is required to review and approve all submissions.

Royal Centre (KREC) Inc.

Suite 219, R2 Level
1055 West Georgia Street PO Box 11111
Vancouver, British Columbia V6E 3P3
Ph - (604) 689-1711
Fax - (604) 685-1294

The Tenant shall promptly pay all reasonable charges and expenses pertaining to the Landlord's review, inspection and/or supervision including the fees, costs and expenses of the Landlord's Base Building architects, engineers or other qualified consultants and all changes, fees and expenses charged by the Landlord's external architects, engineers or other qualified consultants plus an administrative fee equal to fifteen percent (15%) of all such fees, charges and expenses.

During the Tenant's construction, all additional changes or modifications to the approved drawings must be submitted to the Landlord and, if required by the Landlord, the Base Building Consultants for review and approval prior to implementation.

1.5 Dimensions & Site Conditions

The Tenant is responsible to ensure that their Designer(s), Engineer(s) and contractor(s) visit the site to verify all dimensions and familiarize themselves with the site conditions.

The Landlord will provide the Tenant with any drawings indicating major elements of the Tenant's premises, if available. The Landlord at the Tenant's expense will supply any additional drawings requested by the Tenant.

1.6 Permits

The Tenant is responsible for all permits and approvals required by both the Landlord and all governmental authorities. The Tenant must provide the Landlord with copies of such permits and approvals prior to the commencement of the Tenant's construction. The Tenant is responsible for the correction of any items of work which do not meet with the approval of the Landlord and

governing authority or its building inspector, notwithstanding the fact that the Tenant's drawings may have been approved previously by such authority and the Landlord. The Tenant will be given a specified time to complete the corrections; should the Tenant delay the required correction unduly, the Landlord will make the correction at the Tenant's cost.

1.7 Tenant Drawing Submission

Prior to the start of construction the Tenant must submit to the Landlord a sample board detailing the Tenant's finishes as well as (3) three copies in 24" X 36" size of the following drawings:

- ◆ Architectural - Specifications, Demolition Plan, Key Plan, Partition Plan, Furniture Plan, Reflected Ceiling Plan; Elevations, Sections and Details as necessary, Finish Legend
- ◆ Mechanical - Specifications, Demolition Plan, HVAC Plan, Sprinkler and Plumbing Plan
- ◆ Electrical - Specifications, Demolition Plan, Lighting Plan, Power and Systems Plan, Security Systems, Communication Plan and Details, Fire Alarm, Exit and Emergency Lighting Plans
- ◆ Life Safety Systems

The Landlord, at the Tenant's expense, has the right to request additional information at his sole discretion. All drawings are to be size 24" X 36".

Any revisions to Base Building systems, including Life Safety Systems, must be designed by the Base Building Consultants.

1.8 As Built Drawings

The Tenant is responsible to submit to the Landlord the following As Built information and drawings no later than 30 days after the completion of construction:

- ◆ Architectural - Specifications, Partition Plan, Furniture, Reflected Ceiling Plan, Finish Legend
- ◆ Mechanical - Specifications, HVAC Plan, Sprinkler & Plumbing, Air Balancing Reports
- ◆ Electrical - Specifications, Lighting Plan, Power and Systems Plan, Security Systems, Communication Plan and Details, Fire Alarm, Exit and Emergency Lighting Plans
- ◆ Life Safety System - Base Building Life Safety Consultants are to be responsible for as-building this information
- ◆ Structural - Detailed location, relative to the base building gridlines, and description of any special concentrated loading installed
- ◆ Structural - Detailed location, relative to the base building gridlines, of any openings through the base building structure
- ◆ Maintenance Manuals

This information shall be provided to the Landlord, via e-mail to the Tenant Construction Manager, in CAD format electronically as well as one set of 24" X 36" size drawings. The Landlord in its sole discretion approves "As-built" drawings. If the Tenant fails to provide this information within 30 days or in the required format, the Landlord will have the drawings completed or modified so that they conform. The Tenant shall pay to the Landlord, upon demand, all fees, costs and expenses associated with the preparation or modification of such drawings plus an administrative fee equal to fifteen percent (15%) of all such fees, charges and expenses.

Maintenance manuals shall include the care and cleaning of all finishes; all operating and maintenance instructions for all mechanical and electrical components, all mechanical and electrical shop drawings. Two copies of the Maintenance manuals are to be provided to the Landlord prior to completion of construction.

1.9 Deficiencies

All project deficiencies must be rectified within 30 days of Substantial Completion. After this time the Landlord reserves the right to rectify any remaining deficiencies; all costs associated with this work will be billed back to the Tenant at cost plus an administration fee of 15%.

1.10 Base Building Contractors

The following is the list of base building contractors:

Air Balancing	Precision Air Balancing	Ph - 604-592-6321
	Western Mechanical Services	Ph - 604-324-1434
Cleaners	Bee Clean	Ph - 604-278-0236
Electrical	Corporate Electric	Ph - 604-879-0551
	Harborview Electric	Ph - 604-430-4777
	SASCO Systems Ltd.	Ph - 604-299-1640
Security System	Houle Security	Ph - 604-434-2681
Elevator	Otis Technologies Canada Inc.	Ph - 604-412-3400
Fire Alarm	Corporate Electric	Ph - 604-879-0551
Fire Alarm	Tyco Integrated Fire & Security	Ph - 604-515-8872
Verification	(Simplex/Grinnell Canada)	
Locksmith	Al Scott Lock & Safe	Ph - 604-581-5000
Mechanical	Total Energy Systems	Ph - 604-655-0223
	MCR Mechanical	Ph - 604-939-8258
	Ainsworth	Ph - 604-576-1355
	Pacific Flo Mechanical	Ph - 604-817-5745
	Davidson Bros	Ph - 604-522-4798
Controls	ESC Automation	Ph - 604-574-7790
Sprinklers/HVAC	Simplex/Grinnell Canada	Ph - 604-515-8872
	Priority Fire Systems Ltd.	Ph - 778-952-9399
Cleaning	Clean Air Services	Ph - 604-888-7488
Concrete	Applied Coatings & Restoration	Ph - 604-460-9104
Restoration & Parkade Systems		

In order to protect the integrity of Base Building Systems within the building, the above named Base Building Contractors must perform the following work:

The Base Building Electrical Contractor must perform the following electrical work -

- ◆ Electronic Metering - including identifying route for Tenant pipes, installation of metering components and termination, verification of pt cabinets which have to be built by Tenant's contractor, modification of communication lines and connections, testing of the system.
- ◆ Power - co-ordination of electrical shut-down with Landlord, performance of shut-down, any installation into the primary side of the building power system, connection of feeders for the secondary side, disconnect or breaker. Additionally any installation into the primary side of the building security system.
- ◆ Lighting - installation of Tenant supplied components within the relay cabinet, termination of all field wiring within the relay cabinet, rezoning and testing of lighting zones.
- ◆ Telecommunication riser work (tie-ins)
- ◆ The Base Building Fire Alarm Contractor must perform all modifications to the Life Safety Systems, including all Fire Alarm Systems work
- ◆ Security - All modifications and installations into the base building security system including testing and commissioning of the security system installation

The Base Building Security Contractor must perform the following work -

- ◆ All modifications and installations into the base building security system.
- ◆ All modifications to the base building locks on all doors in the building.
- ◆ Power - co-ordination of electrical shut-down with Landlord, performance of shut-down, any installation into the building security system.

The Base Building Mechanical Contractor must perform the Following Mechanical Work -

- ◆ Any cutting into base building mechanical piping
- ◆ Connections to base building sanitary or ventrisers
- ◆ All system testing
- ◆ Shutdown of Base Building System

The Base Building Contractors as noted must perform the Following Miscellaneous Work -

- ◆ Simplex/Grinnell must complete any alterations to the sprinklers system.
- ◆ control work unless otherwise indicated by the Landlord.
- ◆ Air and water balancing must be performed by a base building approved contractor
- ◆ Chemical cleaning and degreasing of the new piping
- ◆ Telecommunications vertical riser work (electrical contractor)

1.11 Demolition

The Tenant is responsible to remove all redundant architectural elements, mechanical, electrical, security and life safety systems within their leased premises as part of the demolition and construction of their Tenant Improvements. The Tenant's contractors must remove all redundant elements back to the base building connection point, in a manner acceptable to the base-building consultants.

Also, the Tenant's contractor must remove any lead, combustibles or unprotected fibreglass insulation that are discovered existing in the ceiling space.

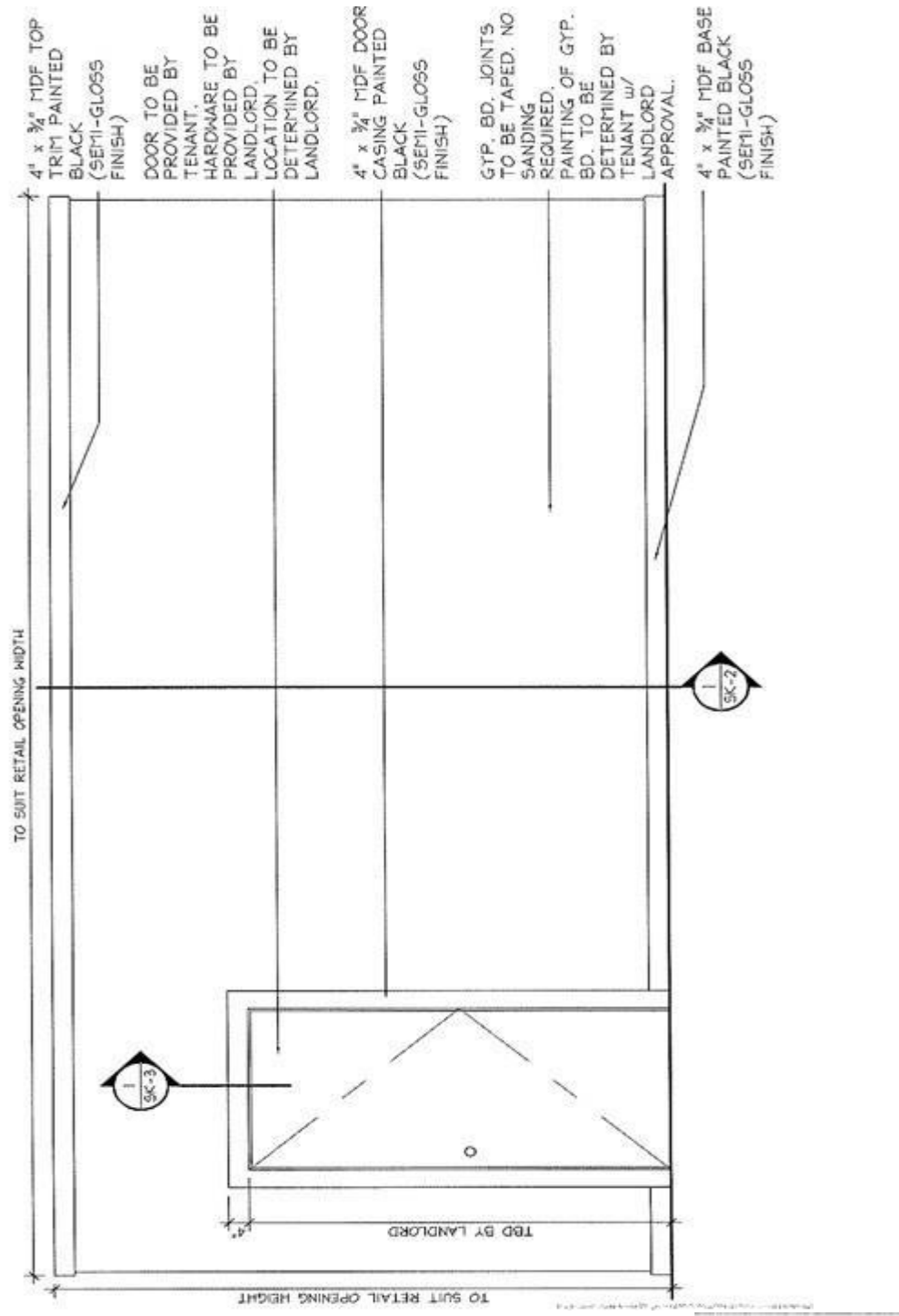
All openings in floor, core walls or any other rated partition resulting from the demolition shall be firestopped to maintain the original fire rating.

The Tenant's contractor is responsible to supply and install temporary filters (MERV 8 or higher rated) at the mechanical compartment room, replace media throughout construction and remove prior to air balancing and/or occupancy. The Tenant's contractor must thoroughly clean all induction and/or radiation units and filters at completion of project, as well as ensure that all open-ended ducts are sealed off during construction and any seals removed prior to connection or occupancy. The Tenant's contractor must inform the Landlord of any special air handling requirements prior to the start of demolition.

The Landlord reserves the right to assess the impact of proposed demolition on building systems and request additional protection as required. Please be advised that the Tenant's contractor may be required to complete a Safety Work Permit prior to starting any demolition work.

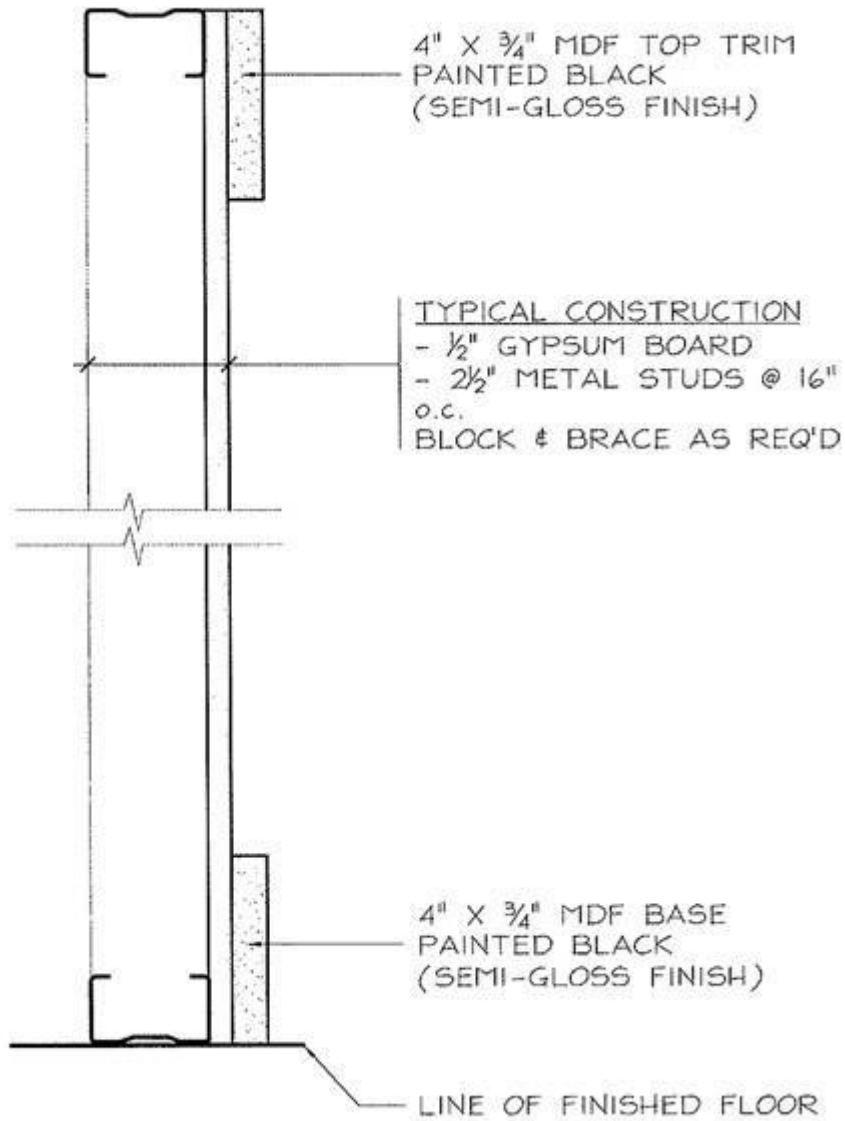
1.12 Hoarding

During construction the Tenant's is responsible to supply and install a hoarding consisting of drywall with masking-taped joints, base and no visible fasteners. Poly may be required above the hoarding to prevent dust from escaping into the retail area. The Landlord will specify the colour of base and paint to be used on the hoarding; the Tenant will be responsible for vinyl graphics signage as required by the Landlord. The Tenant may be required to provide a locking door for access to their premises during construction, a key to access the hoarding must be provided to Security. If the storefront is a glass storefront the Tenant will be responsible for the having the storefront glass painted to block the view from the public side of the space during construction. The Tenant must use the base building contractor to supply and install the temporary glass masking. See the following drawings SK-1, SK-2 and SK-3 for exact specifications.



**Typical Elevation
Retail Storefront Hoarding**

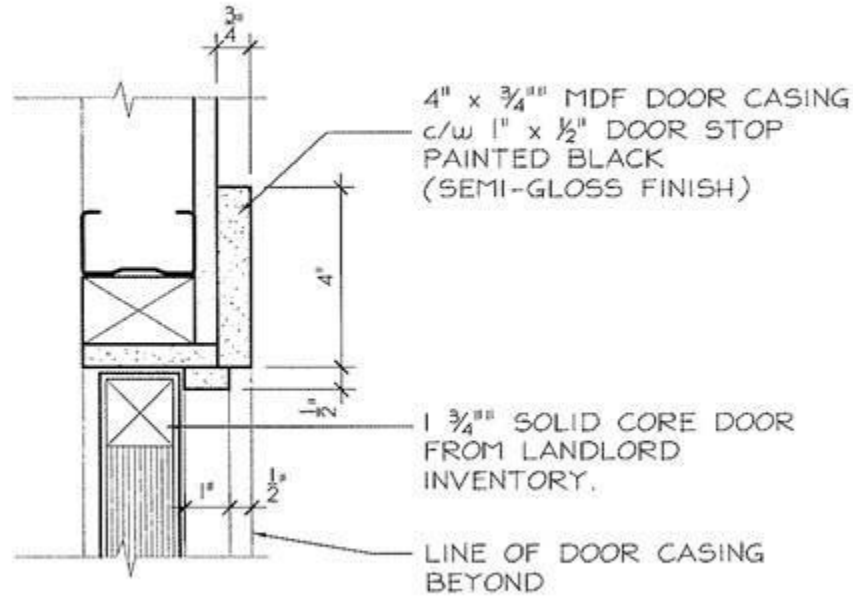
drawn by	gjh
checked by	gjh
date of issue	Sept 16/05
drawing scale	1/2" = 1'-0"
project number	05-038
revision	-
sheet no.	SK-1



Typical Wall Section

drawn by: gth
 reviewed by: gth
 date reviewed: Sept 16/05
 drawing scale: 3" = 1'-0"
 project number: 05-008

revision: -
 number: **SK-2**



Typical Door Header

drawn by: gfh
 reviewed by: gfh
 date drawn: Sept 16/05
 drawing scale: 3" = 1'-0"
 project number: 05-038

revised: -
 number: **SK-3**

1.13 Standard of Workmanship & Materials

All work by the Tenant, their contractor and sub-contractors shall be completed with new materials and all workmanship shall be performed in accordance with the very best standards of practice. Interior materials and workmanship that does not meet with the Landlord's approval or conform to governing codes shall be replaced at the Tenant's expense. For Tenants who are interested in Green practices, a copy of WPM's Green Purchasing Policy is available by contacting the Manager of Operations at 604-602-4800.

1.14 Miscellaneous

The Tenant is responsible for all miscellaneous work, including garbage removal and storage facilities, refrigeration equipment if the Tenant handles perishable items, all finishing work and the installation of millwork, finishes, fixtures, furnishings and equipment necessary to properly complete the Premises for use and occupancy by the Tenant and the proper conduct of the Tenant's permitted use therein.

1.15 Hazardous Materials

The Landlord shall provide to the Tenant and their contractors with the most recent Summary Letter of Report for Hazardous Building Materials Assessment prior to the start of construction, as required by Section 20.112 of the British Columbia Occupational Health & Safety (OHS) Regulation.

Should the Tenant or their contractors come across any suspect material, they are to immediately stop work and notify the Tenant and the Landlord's Manager of Construction Services. The Tenant and their contractors will then be responsible to contact, coordinate with and pay for the Base Building Environmental Consultant to test the suspect material.

A copy of the test results and recommendations from the Base Building Environmental Consultant is to be provided to the Landlord's Manager of Construction Services when available. In the event the test results of the suspect material and the recommendation by the Base Building Environmental Consultant is to remove the suspect material, then the Tenant and their contractor will make the necessary arrangements with a qualified abatement company for timely removal at their cost. Removal must conform to Occupational Health & Safety's requirements.

The following 11 substances are among those designated by the *Occupational Health and Safety Act* as toxic:

- ◆ Acrylonitrile
- ◆ Arsenic
- ◆ Asbestos
- ◆ Benzene
- ◆ Core Oven Emissions
- ◆ Ethylene Oxide
- ◆ Isocyanates
- ◆ Lead
- ◆ Mercury
- ◆ Silica
- ◆ Vinyl Chloride

1.16 Firestopping

The Tenant's Contractor is responsible for ensuring that all penetrations through fire rated assemblies are immediately fire stopped in accordance with local codes and authorities having jurisdiction.

1.17 Metering

Meters separately monitor gas and electricity in all Tenants spaces within the Retail area. The Tenant must apply for, procure and install at its own expense all consumption meters for the Premises as required by the Landlord, or if the Landlord elects to procure them, the Tenant shall reimburse the Landlord for the cost thereof upon demand. Electrical power meters shall be compatible with Base Building electronic metering system and shall be installed by the Base Building Electrical Contractor.

Tenant Contractor will be responsible for purchasing the required components, running the conduit and pulling the required wire, supplying the CT or PT cabinet as per specification if required.

The base building contractor will be responsible for identifying the location where Tenant pipes are to be run to, installing the metering components and termination, verification of CT or PT cabinets which will be built by the Tenant's contractor, modifications to communication lines. The base building contractor and any independent firms, as required by the Landlord will perform all base-building connections and system tests.

1.18 LEED Guidelines

For the benefit of those tenants who may choose to pursue a LEED Commercial Interior (LEED-CI) certification for their premises, the Landlord will provide, upon request, a copy of the LEED-CI screening and documentation survey that will identify the potential credits which may be applied to a tenant's application for certification.

2. ARCHITECTURAL BUILDING INFORMATION

2.1 Demolition

The Tenant is responsible to remove all redundant architectural elements, mechanical, electrical, security and life safety systems within their leased premises as part of the demolition and construction of their Tenant Improvements. The Tenant's contractors must remove all redundant elements back to the base building connection point, in a manner acceptable to the base-building consultants.

Also, the Tenant's contractor must remove any lead, combustibles or unprotected fibreglass insulation that are discovered existing in the ceiling space.

The Tenant's contractor is responsible to supply and install temporary filters (MERV 8 or higher rated), replace media throughout construction and remove prior to air balancing and/or occupancy. The Tenant's contractor must thoroughly clean radiation units and filters at completion of project, as well as ensure that all open-ended ducts are sealed off during construction and any seals removed prior to connection or occupancy. The Tenant's contractor must inform the Landlord of any special air handling requirements prior to the start of demolition.

The Landlord is committed to diverting waste generated by building alterations and additions from landfills and incineration facilities. As such, we have put a procedure in place to track this diversion for our projects.

The Landlord strongly supports Tenants taking the same measures. For more information on diverting construction waste from the landfills, please contact the Manager, Construction Services. The Landlord reserves the right to assess the impact of proposed demolition on building systems and request additional protection as required. Please be advised that the Tenant's contractor may be required to complete a Safety Work Permit prior to starting any demolition work.

2.2 Exterior

White precast concrete cladding on corner structure and window spandrels. Anodized aluminum window mullions, rails, doors and frames. No film is to be applied to the exterior window without the prior written consent of the Landlord.

2.3 Elevators

Office Tower - A total of 12 elevators serve the Office Tower as follows:

- ◆ There are six elevators serving the low rise (floors 1 -20)
- ◆ There are six elevators serving the high rise (floors 21 -36)
- ◆ There are two elevators serving the retail and parking

2.4 Partitions

All interior partitions must be of non-combustible construction and shall not interfere with base building systems, with supply air troffers or light fixtures. Partitions must terminate at a window mullion with adequate access to the perimeter radiation as required for building maintenance. No fasteners will be permitted to penetrate at the exterior wall of the building.

Interior partitions at the building perimeter must not prevent access to the mechanical equipment (induction fan or fan coil unit screen), controls or convector thermostats. To facilitate the removal of exterior windows, removable filler panels are to be used in order to extend partitions over the induction units or fan coils up to the window mullions. Screws are not to be used to anchor to window mullions or induction unit or fan coil enclosures. Where walls are installed over handholes or trench-covers, for the under-floor duct system, suitable access is to be provided.

Exterior partitions must align with a vertical mullion in the exterior window system.

2.5 Fastenings

Mechanical fasteners are not permitted to fasten to curtain walls, window frames, or special fire rated structures.

2.6 Access Panels

Solid ceilings are to be provided with painted metal access panels for maintenance of any equipment located in the ceiling. The Tenant is responsible to ensure that their design allows for adequate ceiling access to all equipment as required. The Landlord reserves the right to request the Tenant to install additional access panel as necessary for maintenance.

2.7 Ceiling Tile

For Tenant ceiling tile the Landlord will require a quantity for our stock to replace damaged tiles throughout the Tenant's tenancy. The Tenant will be responsible to ensure their contractor provides a 10% overage of installed tile to the Landlord.

2.8 Floor Loading

Royal Centre is a conventionally reinforced concrete building designed for a live load of 65lbs/sq.ft. plus 20lbs/sq.ft. partition load.

No suspended loads will be attached to the underside of the floor or roof except for normal suspended ceiling and lighting systems. No load greater than the live load specified above shall be uniformly distributed on any concrete floor. Special high-density items must be subject to floor load capacity approvals by the Base Building Structural Engineer.

2.9 Hardware

The hardware for all Office floors (Building Standard) is as follows:

For all heavy use doors (Examples: main entrance, corridors, etc.):

Schlage ND-Series Cylindrical Locks, Lever Style

Preferred Style: Athens Series Standard

Finish: Silver 26D

or

Schlage Mortise Cassette L9000 Series (Note: For glass doors a compatible Glass Keeper will also be required)

For all other doors (Examples: inner office, storage room, etc.):

Schlage AL-Series Cylindrical Locks, Lever Style Preferred

Style: Jupiter Series

Standard Finish: Silver 26D

Electric Strikes:

For Cylindrical Locks: Rutherford 6

For Mortise Locks: Rutherford F2164

Deadbolts:

Schlage B-500 Series, preferably B560 Single Cylinder Deadbolt Lock

Panic Bar:

Von Dürpin 98 Series Quiet Electric Latch (QEL)

Combination Locks:

Schlage CO-100 Battery Powered Push Button Combination Lock

Door Closers:

LCN 4040XP Series, preferably the LCN4040XP or DORMA RTS88

All locks will be installed by the Tenant's contractor at the Tenant's Expense. The cylinders will be turned over to the landlord representative no later than two (2) weeks prior to the Tenant's occupancy date. The Landlord's representative will re-pin the locks to the buildings Master Key system. All retail suites will be keyed to the buildings Master Key system (Abloy Protec 2), but the locks will be keyed Off-Master so a Master Key will not be able to access the suite doors. The Landlord's representative will re-install the cylinders in the locks when they have been re-pinned. Cylinders and keys are considered a part of the Tenant's leasehold improvements and must not be removed from the Tenant's premises without the prior written approval of the Landlord.

2.10 Signage

High quality dimensional signage is required to meet the Landlord's approval. Tenants are required to retain a qualified signage company to complete the design and installation of their signage. The Landlord encourages the use of innovative signage incorporated into each storefront through the use of decorative lettering styles, co-ordinated colours and creative use of high quality materials in combination with different signage styles.

The installation of all Tenant signage shall be in accordance with the Retail Design Criteria, whether during store construction or as a sign replacement during the term of the Lease. All signage must receive the Landlord's written approval prior to fabrication or installation. The installation of Tenant signage will be subject to the Rules and Regulations governing construction work in the Building.

Sign Guidelines

The materials, size, location and method of suspension shall be subject to the Landlord's approval. The sign contractor is responsible to include steel hangers, bracing, anchors, conduit, mounting grounds and electrical connections as approved by the Landlord in writing. The Tenant shall not erect or affix any sign or advertisement of the exterior of their leased premises including the windows and doors without the prior written approval of the Landlord; failure to comply will result in signage being removed immediately.

Retail Tenant signage must be dimensional and comply with the following guidelines:

- ◆ No floodlighting for illumination of Tenantsignage;
- ◆ No sign box signage is permitted;
- ◆ Neither moving signs nor moving light shall be permitted and no sign shall be illuminated by lighting of intermittent or varying intensity;
- ◆ No advertising slogans;
- ◆ All signage must be dimensional, minimum thickness of ¼";
- ◆ Sign manufacturers identification stickers visible to the public view must be removed; and
- ◆ All signage locations are subject to the written approval by the Landlord.

Tenant Sign Location

Each tenant will be permitted one sign and/or logo within the Design Control Zone. In certain cases, if approved by the Landlord in writing, a Tenant may be allowed an additional sign to suit their specific storefront.

Sign Contractors

The Landlord reserves the right to approve all signage contractors. The Tenant must obtain the Landlord's written approval prior to proceeding with the fabrication of their signage.

Signage Submissions

The Tenant must submit two colour copies of their signage shop drawings, including mounting details, drawn to scale for the Landlord's review and approval. The Landlord must issue written approval of all signage submissions prior to fabrication and installation.

Additional Signage

The Tenant may also be permitted the use of a suspended sign perpendicular to their storefront. A specific location will be determined for each Tenant.

The Landlord, at the Tenant's expense, will remove all unapproved Tenant signage including but not limited to: temporary signage, promotional signage, paper signage and unapproved signage.

Mounting

All supports must be contained within the signage itself. There are to be no visible fastenings; all mountings must be of a non-corrosive material or coating. Mounting details must be submitted with signage proposal, for Landlord's review and approval.

Electrical

The Tenant's electrical panel provides power to the Tenant's signage. No part of the signage power is to be visible or exposed to the public. The transformer for the Tenant's sign must be easily accessible through the Tenant's ceiling for maintenance.

2.11 Blade Signage Guidelines

Each Tenant is required to install, at the Tenant's sole expense, one blade sign outside of their lease line.

The Landlord will supply and install sign support poles. The Tenant will be provided a location for the support pole, as determined by the Landlord.

Contact the Landlord for the approval process.

2.12 Tenant Security/Access

The building is equipped with a fully integrated security system, controlling and monitoring perimeter doors, elevators, parking gates, utility rooms and other secure areas, as well as 24-hour security staff monitoring and patrolling of the complex. All proposed security system installations are to be submitted to the Landlord for approval.

2.13 Expansion Joint

The Tenant must be aware that there are expansion joints located in the retail area. If an expansion joint is located within a Tenant's premises the Tenant will be responsible to ensure that their design accommodates for the expansion joint. The Tenant may be required to retain the base building contractor to supply and install an approved expansion joint cover.

2.14 Design Control Zone

The Landlord has located a Design Control Zone from the Lease line to approximately 6'-0" inside the Tenant's premises; within this Zone the Landlord shall approve all aspects of the Tenant's design. The following controls must be maintained in the Design Control Zone:

Flooring:

The Tenant is responsible to install the Base Building mall floor finish to the closure line when exposed to the Public. The Tenant is responsible for retaining the Base Building contractor to supply flooring material and also is responsible for the cost of installation.

Storefront:

The design of the Tenant's storefront will be subject to the review and approval of the Landlord. The Tenant is responsible for the cost to design, supply and install their storefront.

Demising Walls:

When exposed to the public area and within the Design Control Zone the demising walls will be required to be finished in either base building materials or an alternate Tenant finish approved by the Landlord. Where base building materials are required in these instances they will be supplied by the Landlord at the Tenant's expense. The Tenant will be responsible for the installation of these materials. The Tenant is responsible to ensure that the construction of the demising wall complies with the current Building Code requirements.

The Tenant may propose a specific, high quality finish to the public side of the Tenant's demising walls for Landlord review and approval.

Showcases:

Within the Design Control Zone the Tenants may provide fixed showcases or portable showcases fixed into position within their premises, subject to the approval of the Landlord. Showcases shall be in approved materials and shall be internally illuminated.

Interior Tenant Lighting:

Tenants are responsible to ensure a high level of interior energy efficient illumination within the Design Control Zone, based on the following guidelines:

- ◆ All fixtures to be approved by the Landlord;
- ◆ No fluorescent lighting, unless approved by the Landlord;
- ◆ Neon may be permitted, exposed neon tubing must be protected if accessible to the public;
- ◆ Bare lamps must have a baffle to shield the lamps from the public walkway area; the Landlord reserves the right to adjust such baffles after installation has been completed;
- ◆ Energy efficiency must be a consideration when determining light fixtures to be used in Tenant's premises.

Demising Cap

The Tenant must maintain the Demising Cap detail. Where the Tenant's finishes meet the Demising Cap the Tenant must ensure that an appropriate transition material is installed, subject to the approval of the Landlord.

Additional Signage

The Landlord has located a Control Zone from the Lease line to approximately 6'-0" inside the Tenant's premises. Within this Control Zone the Tenant is not permitted to install any additional signage without the prior written approval of the Landlord. Please be advised that additional signage includes, but is not limited to the following: temporary signage, menu boards, seasonal signage, promotional signage and banners.

2.15 Material Controls

All materials installed by the Tenant must be specified as equal to and compatible with the Base Building purchased materials.

Base Building Materials

Mall floors - Travertine
Demising caps - Travertine
Base - Travertine
Columns - Travertine
Mall Ceiling - Coffered ceiling with acoustic tile inlay

2.16 Lighting

Public area illumination is provided by a combination of cove lighting and wall mounted luminaries. All Tenant lighting proposals will be subject to review and approval by the Landlord.

3. MECHANICAL

3.1 Demolition

The Tenant is responsible to demolish all redundant mechanical systems back to their connection point to the base building system. All locations of any capped services must be clearly marked on the Tenant's as-built drawings.

The Tenant is responsible to demolish and remove all abandoned/redundant equipment, piping, ductwork, etc., serving the Tenant space and shall repair affected area to as new conditions. Precautions must be taken to protect the building and occupants during the demolition period.

The Tenant's contractor is responsible to supply and install temporary filters (MERV 8 or higher rated) at the mechanical compartment room, replace media throughout construction and remove prior to air balancing and/or occupancy. The Tenant's contractor must thoroughly clean all induction and/or radiation units and filters at completion of project, as well as ensure that all open-ended ducts are sealed off during construction and any seals removed prior to connection or occupancy. The Tenant's contractor must inform the Landlord of any special air handling requirements prior to the start of demolition.

The Landlord is committed to diverting waste generated by building alterations and additions from landfills and incineration facilities. As such, we have put a procedure in place to track this diversion for our projects.

The Landlord strongly supports Tenants taking the same measures. For more information on diverting construction waste from the landfills, please contact the Manager, Construction Services.

3.2 Air Quality Standards

Industry standards are met or exceeded.

3.3 Base Building Mechanical System

Equipment

Retail tenant spaces, the mall concourse and some food court tenant spaces are equipped with chilled water fan coil units. Some fan coil units are equipped with electric reheat coils. Fan coil units are controlled by local pneumatic thermostats. The tenant shall be responsible to field verify the existing fan coil unit condition and capacity.

8" diameter chilled water risers run from the penthouse chillers down to the retail levels in a vertical shaft located in the building core. Chilled water is available on a daily basis from 6:00a.m. to 10:00 p.m. year round.

Tenant spaces requiring additional cooling shall provide and install supplementary chilled water fan coil units and shall connect the piping to existing risers in an approved manner.

The landlord will not assume any responsibility for interruption of chilled water delivery to the Tenant space.

System Design Conditions

The design supply air temperature is 55°F. Chilled water fan coil units shall be selected with 48°F entering water temperatures and 58°F leaving water temperatures.

Supplemental Cooling

Those tenant spaces unable to accept an interruption in chilled water service or require cooling outside of the normal operating hours shall be cooled by either independent City water-cooled A/C units or independent air-cooled equipment. All independent City water-cooled A/C equipment shall be provided and installed by the Tenant and shall be equipped with an automatic reset, low water pressure cut out control.

The use of independent city water-cooled and air-cooled systems may be used only with the written approval of the Landlord.

The Tenant may be required to install water and power meters to monitor his consumption. The Tenant is responsible for all costs associated with the supply and installation of the metering equipment.

Plumbing – Tenant

All plumbing clean outs must be in the Tenant's own space and located above the floor slab; all hot water heaters must be equipped with an overflow pan piped directly to the nearest drain. The relief valve shall be piped directly to a drain. A leak detection system must also be installed which should be connected in such a way as to turn off the water supply to the heater tank.

3.4 Exhaust Systems

Smoke Evacuation

The mall is equipped with a smoke evacuation system. The smoke evacuation system draws the air from the ceiling plenum of the CRU's into the ceiling plenum of the common mall. Each CRU must provide an opening above the bulkhead connecting the CRU and the mall ceiling plenums. The opening must be sized for a minimum of 6 air changes per hour in the CRU. All opening sizes are subject to the approval of the base building mechanical engineer.

Washroom Exhaust System

The mall is equipped with a central washroom exhaust system that serves most retail tenant spaces and some food court tenantspaces.

Where available, a capped washroom exhaust is provided for the Tenant to connect their staff washroom.

Food Court Tenant Exhaust

The food court grease hoods are exhausted by a central exhaust system. The make up air is provided throughout the mall ventilation system. Kiosk tenant spaces are not equipped with exhaust connections. Each grease hood shall be connected to an ecologizer before connection to the central exhaust system. The Tenant will be responsible for installing an appropriately sized ecologizer at each location, and modifying the ductwork and system as required. At completion of the Tenant's work, the Landlords balancing contractor will rebalance the entire exhaust system at the Tenant's expense. If the exhaust rates are higher than the present level the Landlord may require a make-up air system of air quantity equal to the required exhaust be installed. If a make-up air system or exhaust system is required, the Landlord's contractor shall install such systems at the Tenant's expense.

3.5 Tenant Exhaust Requirements

The Tenant is required to exhaust all odours or substances that are determined by the Landlord to be objectionable. All such tenant spaces shall maintain a minimum 10% negative air pressure as a means to prevent odours from entering the common areas and other tenant spaces. Make-up air systems may be required to offset such exhaust based on the recommendation of the Landlord and the base building mechanical engineer. Exhaust and make-up air equipment controls must be interlocked to ensure simultaneous operation. The exhaust and make-up air systems must have the Landlord's approval for routing and termination points at the building's exterior. The Tenant will be responsible for all costs to revise the base building systems to accommodate the make-up air and/or exhaust system. The Landlord's contractor at the tenant expense will install the make-up air and exhaust systems.

3.6 General Mechanical Requirements

The Tenant shall provide all ductwork, insulation, diffusion grilles, controls and accessories required to distribute and/or exhaust air within the tenant space to maintain design conditions. All existing equipment to be reused must be repaired and reconditioned to the Landlord's satisfaction. The tenant must verify the condition and capacity of existing equipment by physical inspection. The Landlord does not warrant any existing equipment.

All openings, supporting structures, curbs, flashing, water-proofing, ducts, vents and grilles for such Tenant - installed equipment shall be the Tenant's sole responsibility and installed in accordance with the Landlord's building standards, local codes and authorities having jurisdiction. All openings through the roof for Tenant improvements shall be by the Landlord's contractor at the Tenant's expense and specific request.

3.7 Facility Management System

Trane "Tracer Summit" computerized management system for building automation. We also use Voyager Yardi and MRI Angus for Tenant Services and On Cite for preventative maintenance.

3.8 Utilities and Plumbing

Utilities and plumbing are only available to certain premises within the Retail area. When available, a Tenant is provided with a ¾" cold water supply, a 2" vent, a 4" sanitary line below the floor, all to the Landlord's designated point of entry into the Premises.

All floor penetration locations must be submitted to the base building structural consultant for review and written approval prior to proceeding with x-raying and coring. The contractor must ensure that fire stopping and sealant is installed to properly satisfy fire code requirements and to avoid leakage. Areas prone to water leakage are to be water proofed prior to installation of Tenant floor coverings. The Landlord will approve the proposed water proofing method prior to the Tenant proceeding with construction.

All internal plumbing and services including water meter are the responsibility of the Tenant. The Landlord does not supply domestic hot water; therefore the Tenant is responsible for the supply and installation of hot water heaters. All hot water heaters shall be installed complete with a water tight drain pan piped to an appropriately sized sanitary drain.

3.9 Gas Service

Gas connections are only available to certain Tenant premises within the Retail area. When available, the Tenant is responsible to confirm capacity and available pressure, as well as for the supply and installation of a meter and any pressure reducing devices required by the Landlord.

3.10 Metering

Meters separately monitor the consumption of gas and electricity in all Tenants spaces within the Retail area. The Tenant must apply for, procure and install at its own expense all consumption meters for the Premises as required by the Landlord, or if the Landlord elects to procure them, the Tenant shall reimburse the Landlord for the cost thereof upon demand. Electrical power meters shall be compatible with Base Building electronic metering system and shall be installed by the Base Building Electrical Contractor.

Tenant Contractor will be responsible for purchasing the required components, running the conduit and pulling the required wire, supplying the PT cabinet as per specification if required.

The base building contractor will be responsible for identifying the location where Tenant pipes are to be run to, installing the metering components and termination, verification of PT cabinets which will be built by the Tenant's contractor, modifications to communication lines. The base building contractor and any independent firms, as required by the Landlord will perform all base-building connections and system tests.

3.11 Floor Penetrations

All floor penetration locations must be submitted to the base building structural consultant for review and written approval. Slab penetrations must be x-rayed prior to coring. The contractor must ensure that proper fire stopping and sealant is installed to properly satisfy fire code requirements and to avoid leakage. Areas prone to water leakage are to be water proofed prior to installation of floor coverings. The Landlord will approve the proposed water proofing method prior to the Tenant proceeding with construction.

3.12 Maintenance

The Tenant is responsible to ensure that access is available to all mechanical equipment, including but not limited to valves, filters, etc. Access panels must be painted metal. The Tenant must confirm all access points on site with Royal Centre (KREC) Inc. Operations. Access to perimeter radiation is required for maintenance; Tenant must confirm adequate access is provided to Royal Centre (KREC) Inc Operations staff. Access panels shall be minimum 24 X 24 in size unless otherwise approved by the Landlord.

3.13 General Mechanical InformationGrease Interceptors

All food service facilities must connect all grease-laden waste pipes to an approved grease interceptor as per local codes and authorities having jurisdiction. Where possible, the interceptor shall be installed within the Tenant space. The Tenant shall acquire written approval from the Landlord to install grease traps outside of the Tenant space.

In an effort to reduce the amount of fats, oils and grease (FOG) passing through the grease interceptors and into the downstream piping and lift stations, we recommend the following proposed maintenance protocol to be followed by all food sector tenants in the building.

The scope of work described below complies with the Greater Vancouver Sewer and Drainage District - Food Sector Grease Interceptor Bylaw No. 268, 2018 as well as the GVS & DD - Sewer use bylaw 299, 2007.

1. The grease interceptor must be examined and cleaned at least once every 90 consecutive days, or
2. When the total thickness of fats, oils, grease and solids in the grease interceptor is equal to the lesser of 6" or 26% of the wastewater depth, whichever occurs earlier or any time a sewage control office directs.

Examination and cleaning of the grease interceptor must include:

- Full evacuation of the grease interceptor;
- Clearing of all inlet, outlet and air relief ports of any obstructions or other matter that may interfere with the proper functioning of the grease interceptor;
- Examination of all baffles, seals and internal components for damage and other defects or conditions that may interfere with proper functioning of the grease interceptor and;
- Replacement or repair of any damaged components and other defects or conditions that may interfere with proper functioning of the grease interceptor.

Records of each examination and cleaning must be kept and maintained on the premise for a minimum of two years. Records must include the date of inspection, date of cleaning and maintenance, the type and quantity of material removed and the disposal location of the evacuated material. We recommend that the thickness of the FOG and solids is measured and recorded in the report prior to commencing cleaning. In addition, photos of the before and after condition of the interceptor and its associated components shall be included in the report. This information shall be compiled into a single report to be submitted to the tenant with a copy submitted to the landlord within 5 business days of receipt.

The tenants must also be informed that the above-noted bylaws, as well as the City of Vancouver building bylaws and bulletins, prohibit the use of enzymes, solvents, hot water or other agents to facilitate the passage of FOG through a grease interceptor.

Contravention of the requirements listed in the above-noted bylaws can result in significant fines levied by the governing body.

City Water Cooled Units

City water-cooled units will only be permitted by the Landlord for special requirements. When used, the Landlord will assess the Tenant associated operating costs based on electrical charges as determined by the landlord's consultants. The Tenant's power consumption may be required to be metered.

Air Cooled Units

Air-cooled units will only be permitted by the Landlord for special requirements. When used, the Landlord will assess the Tenant associated operating costs based on electrical charges as determined by the Landlord's consultants. The Tenant's power consumption may be required to be metered.

Tenant Kitchen Equipment

Tenant's kitchen equipment must be noted on the drawings shall include gas input ratings, domestic cold water, hot water sanitary and vent requirements. The Tenant must provide and install approved backflow preventers as required by local codes and authorities having jurisdiction.

Waterproofing

The Landlord may require the Tenant to waterproof all or a portion of the slab including slab penetrations in their premises to avoid leakage into the Premises below. The Landlord will review the Tenant's proposed waterproofing specifications.

Firestopping

The Tenant's Contractor is responsible to ensure that all penetrations through fire rated assemblies are immediately firestopped in accordance with local codes and authorities having jurisdiction.

3.14 Environmental/Energy Initiatives

Tenant improvements shall be installed to maintain or upgrade the environmental standards of the complex. Environmental standards include:

- ◆ Non-hazardous materials
- ◆ Energy efficient lighting
- ◆ Minimize use of supplemental lighting
- ◆ Individual room and office switching
- ◆ Occupancy sensors to control lighting in low use rooms
- ◆ Plumbing fittings shall conform to VBBL 1999
- ◆ MERV 8 or higher filter media during construction/renovations
- ◆ Low Flow Fixtures
- ◆ Energy Star rated electronic equipment such as televisions, refrigerators, microwaves, monitors, projectors and computer

4. ELECTRICAL

4.1 Demolition

The Tenant is responsible to remove all redundant architectural elements, mechanical, electrical, security and life safety systems within their leased premises as part of the demolition and construction of their Tenant Improvements. The Tenant's contractors must remove all redundant elements back to the base building connection point, in a manner acceptable to the base-building consultants.

The Landlord is committed to diverting waste generated by building alterations and additions from landfills and incineration facilities. As such, we have put a procedure in place to track this diversion for our projects.

The Landlord strongly supports Tenants taking the same measures. For more information on diverting construction waste from the landfills, please contact the Manager, Construction Services.

4.2 Electrical & Lighting Systems

The Tenant may be responsible to supply and install the following: extension from the disconnect switch including, but not limited to the supply and installation of panels, breakers, meter, conduit, wiring, junction boxes, switches, lighting, smoke and/or heat detectors, fire alarm communication speakers, electrical distribution within the Premises, all receptacles and connections to electrical loads such as the HVAC equipment and all other work within the Premises.

The Tenant must provide a final electrical safety inspection certificate to the Landlord.

Storefront lighting should be on a timer, as the mall is accessible to pedestrian traffic beyond mall hours.

The Tenant is to provide switches for all lights except night-lights.

The Tenant is to provide self-contained battery packs for emergency lighting.

All branch circuit wiring shall be copper, minimum No. 12 AWG. All breaker panels shall be provided with "bolt-on" type breakers. All 3-phase transformers shall be of the three winding type. All wiring in finished areas is to be concealed where possible. Conduits shall be run on the square and parallel to the building lines. Conduit and wiring shall be grouped where possible and clipped in a neat and workmanlike manner. AC 90 (BX) may be used for wiring within partitions. Individual lengths are to be limited to 5m in the ceiling space. All horizontal runs between junction boxes in ceiling space and home run wiring are to be conduit and wire. Access panels must be provided in drywall or fixed ceilings to provide access to any and all electrical junction boxes, devices, etc. All openings should be sealed with approved fire rated sealing compound to the rating penetrated.

Emergency Power – Public Areas

- ◆ In the case of a power outage the building is able to provide emergency power to energize life safety systems, emergency lighting, exit lighting and essential services in the public areas of the complex.
- ◆ Emergency power comes online automatically in the event of a utility power failure and re-transfers upon the return of normal power.

Design Capacities

- ◆ 120 volt power is supplied for each Tenant from a 120/208 volt, 3 phase, 4 wire panelboard. Load capacity for each Tenant is 10.0 watts/sq.ft.
- ◆ If 120 volt load capacities provided by the base building are not adequate, the Tenant shall inform the Landlord of the required capacity. The Tenant will pay for the increased costs to the Landlord to provide the required additional capacity.

Voltage

Power supply shall be 120/208 volts, 3 phase, 4 wire up to a maximum of 100 amps. Retail services above 00 amps 120/208 volt 3 phase capacity shall be supplied at 347/600 volt 3 phase 4 wire with local transformation to 120/208 volt for lighting, outlets, appliances and other Tenant requirements.

4.3 Communications

Please be advised that the Tenant is responsible to remove all unused communications cabling (wiring and conduit) in its entirety from the telephone outlet to the Tenant's panel.

The Tenant will be responsible to supply and install the communication cabling from the Landlord's termination blocks to the Tenant's premises. All communication wiring shall be installed in conduit.

Telephone

The building telephone distribution provides for a telephone conduit termination in most Tenant premises. Generally the telephone service conduit is terminated beside the panel board at the rear of the Tenant's space. Telephone wiring from the central phone room to the Tenant's premises is the responsibility of the Tenant. The cables and all other work required to provide telephone service from the Landlord's telephone room to each Premises will be the Tenant's responsibility.

Fibre Optics

Fibre optic cabling is installed in a riser cabinet with termination cabinets on each floor.

Satellite Telecommunication Capability

Access is available for Tenants to install satellite communication as per fit up.

Coax Cable for Data Transmission/Cable TV is available to Tenants through the Landlord's riser rooms.

4.4 Tenant Kitchen Equipment

Tenant's kitchen equipment must be noted on the drawings. All domestic water piping and connections to base building valves must be Type 'L' copper or braided steel enforced tubing with threaded fittings. All piping and connections to base building sanitary or vent systems shall be cast iron or DWV copper.

4.5 Tenant Domestic Water Filtration Equipment

For tenant supplied domestic water filter systems, pressure regulators and safety relief valves are required to be installed. Piping and connections from water supplies up to the required pressure regulator and safety relief valve shall be soft copper with threaded fittings. Plastic tubing with threaded connections and an operating pressure rated at 200 psi is acceptable downstream of the regulator/safety valve to the filtration unit[s] and or chillers, provided this piping is not installed within a ceiling plenum. Safety relief valves shall be piped to drain with an approved air gap. If the safety relief valve drain connection is piped to a sink P-trap the relief drain connection shall not interfere with normal access to the sink P-trap. All installations shall be reviewed by Royal Centre (KREC) Inc or its representative prior to occupancy.

4.6 Metering

Meters separately monitor the consumption of gas and electricity in all Tenants spaces within the Retail area. The Tenant must apply for, procure and install at its own expense all consumption meters for the Premises as required by the Landlord, or if the Landlord elects to procure them, the Tenant shall reimburse the Landlord for the cost thereof upon demand. Electrical power meters shall be compatible with Base Building electronic metering system and shall be installed by the Base Building Electrical Contractor.

Tenant Contractor will be responsible for purchasing the required components, running the conduit and pulling the required wire, supplying the CT or PT cabinet as per specification if required.

The base building contractor will be responsible for identifying the location where Tenant pipes are to be run to, installing the metering components and termination, verification of CT or PT cabinets which will be built by the Tenant's contractor, modifications to communication lines. The base building contractor and any independent firms, as required by the Landlord will perform all base building connections and system tests.

4.7 Floor Penetrations

All floor penetration locations must be submitted to the base building structural consultant for review and written approval. Slab penetrations must be x-rayed prior to coring. The contractor must ensure that proper fire stopping and sealant is installed to properly satisfy fire code requirements and to avoid leakage. Areas prone to water leakage are to be water proofed prior to installation of floor coverings. The Landlord will approve the proposed water proofing method prior to the Tenant proceeding with construction.

4.8 Life SafetyMonitoring

- ◆ All fire/life safety systems are controlled by Simplex 4120 system, which is located in the Tower Lobby with an auxiliary panel on the Mezzanine floor. There is 24 hour monitoring by onsite security personnel and an outside monitoring company (Vancouver Alarms), 365 days per year.

Sprinklers

- ◆ The retail area is wet sprinklers system.

Fire Hose Connections

- ◆ Exit stairwells contain the connections.
- ◆ Fire hose cabinets can be found in the back corridors and at exit locations throughout the Retail areas.

Emergency Exits

- ◆ The emergency exits are clearly marked through the main entrances to the Retail and through clearly marked back corridors.

Emergency Voice Communication

- ◆ Fully functional throughout the Retail (CR's, Main Retail hallways, and back corridors).

Fire-fighter's Elevator

- ◆ #13 elevator is the designated elevator in the Retail area.

Life Safety Personnel

- ◆ All maintenance and security personnel have WHMIS, CPR, Heart Saver AED and First Aid Training.

4.9 Seismic Requirements

Supply and install seismic restraints from the building structure for lighting fixtures and other electrical equipment in accordance with requirements of the City of Vancouver Building By-Laws.

Lighting fixtures, which are in or on inverted t-bar ceilings and other similar suspended ceilings, shall be supported independently from the ceiling. They shall be supported from the building structure at both ends of each fixture.

4.10 CCTV

Any CCTV installations within or outside of the Tenant's space must comply with the requirements of all applicable codes, privacy regulations and directives of the governing authorities and remain in affect once commissioned. All installations, expansion, upgrades or changes to the CCTV system must receive written approval by the Landlord. The Landlord will not provide monitoring services for Tenant installed systems.

5. CONSTRUCTION RULES AND REGULATIONS

5.1 Inquiries

The following Rules and Regulations have been created by Royal Centre (KREC) Inc. and govern construction in the Complex. Please contact the Management Office directly at (604) 689-1711 with any inquiries.

5.2 Pre-Construction Approvals

Tenant construction will not be permitted to start until the Tenant has received the written approval of the Landlord.

5.3 Construction Trades

The Landlord reserves the right to approve the Tenant's Contractors, subcontractors and Consultants. Please be advised that certain work is limited to mandatory trades.

5.4 Construction Documentation

Prior to the start of construction, the following documentation must be provided to the Landlord by the Tenant's approved Contractor(s):

- Certificate of Insurance in the amount of five million dollars (\$5,000,000.00) per occurrence of liability insurance. **Kuehne, Real Estate Canada Ltd., Warrington PCI Management, Royal Centre (KREC) Inc., and The Canada Life Assurance Company**, added as Additional Insureds under the contractor's general liability policies;
- ◆ WSIB clearance letter;
- ◆ Building Permit;
- ◆ Construction schedule;
- ◆ List of all subtrades requiring access;
- ◆ Prime Contractor assignment letter;
- ◆ COR certification or equivalent;
- ◆ Workplace Hazard Assessment

The contractor shall provide, at its expense, Commercial General Liability Insurance of not less than \$5,000,000 per occurrence including non-owned car coverage, contractual liability and containing severability of intents, cross liability clauses. Coverage shall include loss, damage or personal injury (including death) the contractor may cause to any independent work, building, equipment or structure on the Owner's property. The insurance shall contain a deductible clause not to exceed \$5,000.

The contractor shall carry a full employee's liability insurance for the whole of the work in accordance with the Workplace Safety Insurance Board.

5.5 Access Request Form

The Access Request Form (the "Request") is used to control and co-ordinate access to the Complex while maintaining building security and safe working conditions, as well as to transmit information between Tenants, Building Management, Building Operations and Security. Contact the Management Office or Security Control Centre to obtain an Access Request Form. If you require access to another Tenant's premises a separate Request needs to be issued.

The process itself to get into the Complex starts with the "Work Authorization Permit/Access Request Form". The permit is co-ordinated through Security. This form is created when either the Tenant or a Department within Royal Centre (KREC) Inc. wishes to have some form of work or service completed. For different departments, different information is requested to satisfy internal reporting and record keeping requirements.

Once all information is verified and approved, the Tenant and/or Warrington PCI Management and Royal Centre (KREC) Inc. Security receive copies of the Permit.

Contractors then arrive at the Central Security Control Office located on the main floor between the East and West Towers, to gain access to the Building.

Security will deny access to any contractor employee who does not meet the access requirements, who fail to adhere to building rules, who fails to follow building staff instructions or staff who are considered verbally abusive to the building staff.

5.6 Keys and Identification Tags

Only authorized workmen named on the Request will be allowed to sign out badges as well as keys and/or access cards in exchange for a piece of photo identification in the Security Desk in Tower Lobby. The identification posted as security will be returned when badges, keys and access cards are surrendered to building security at the end of each day. The badges must be worn in plain view while on site. Any workman on site without a badge will be escorted to the Security Desk.

The Contractor assumes full responsibility for all keys, access cards and badges signed out and shall be responsible for all costs associated with the replacement of such keys and the re-keying of any locks necessitated by the loss.

When a contractor requires access to a secured Tenant premise the contractor must complete an access request form and submit for approval to the Management Office at least 24 hours prior to access. Cards will be returned at the end of each working day.

5.7 Safety Work Permit

A Safety Work Permit is a 24-hour permit that authorizes certain types of work that may be potentially dangerous to building occupants or disruptive to building services.

Royal Centre (KREC) Inc., is committed to providing a safe and healthy work environment and will meet or exceed the requirements of the Health and Safety Act, WHMIS Regulations and all other related legislation. While working in the Building all Contractors are required to follow the same philosophy and put the utmost importance on the safety of their crew, building Tenants and Royal Centre (KREC) Inc. employees.

All construction involving the following work requires a Safety Work Permit:

- ◆ Hot Work
- ◆ Coring
- ◆ Lock-out or Disabling of Base Building Systems (Note: Sprinklers and Smoke detectors cannot be disabled at the same time)
- ◆ Fire Alarm Systems
- ◆ Sprinkler System Modification
- ◆ Dust Producing Activities
- ◆ Confined Space Entry
- ◆ Any Testing or Verification of any Life Safety System in the Complex.

All contractors and Tenants must be aware that both the Sprinkler and Fire Alarm systems, such as smoke detectors, cannot be simultaneously disabled or bypassed in a single work area at any one time during Tenant construction. The Tenant and their contractor are responsible to schedule their work in such a way that only one of these systems will be affected at any one time, and shutdowns will be scheduled accordingly.

Any contractor failing to adhere to the above will be subjected to their work being shut down until such time as the proper safety measures are put in place.

5.8 Fire Alarm System

The building fire alarm system is sensitive to more than just smoke and heat. Painting, grinding dust, drywalling, sanding, coring, smoking, flame, etc. could cause the building to go into alarm. Please be aware that your activities could induce alarms and act accordingly.

5.9 Nuisance Fire Alarm Fees

A fee is now being charged to Building Owners whenever the Fire Department personnel respond to an alarm that has been determined to be a 'nuisance alarm'.

We define a nuisance alarm as the activation of a fire alarm system directly, or by an emergency system monitored through the fire alarm system, or one of the following:

- ◆ Equipment malfunction or failure;
- ◆ Improper, or inadequate, installation or maintenance;
- ◆ Work taking place on system, or system activation as part of a fire drill, where the fire department has not been notified; or
- ◆ Negligent or intentional misuse including building activities such as, but not limited to, construction, maintenance or cooking

A nuisance fire alarm does not include activation of a fire alarm system under circumstances that would cause a careful and prudent person to believe that a fire-related emergency was in progress in the Complex served by that system.

If it is determined that the fire alarm was caused by actions of Tenants or their contractors, the fee will become the Tenant's responsibility. The Tenant will be invoiced \$500 per event, plus a 15% administration fee, plus GST.

Contractors who have not taken steps to prevent nuisance alarms will be shut down until such time as the proper precautions are put in place.

5.10 Pre-Construction Inspection/Start-up Meeting

Once the requirements specified in this document have been met to the Landlord's satisfaction, the Contractor must contact the Management Office to arrange a pre-construction start-up meeting with all subcontractors, Building Services, the Construction Co-ordinator and the Safety Advisor. At this meeting an inspection of the Tenant's premises and any common areas affected by construction will be conducted and a report issued detailing any deficiencies or damaged materials in that area. Failure to complete the inspection prior to the start of construction will result in the contractor being fully responsible for the cost of remedial action deemed necessary by the landlord.

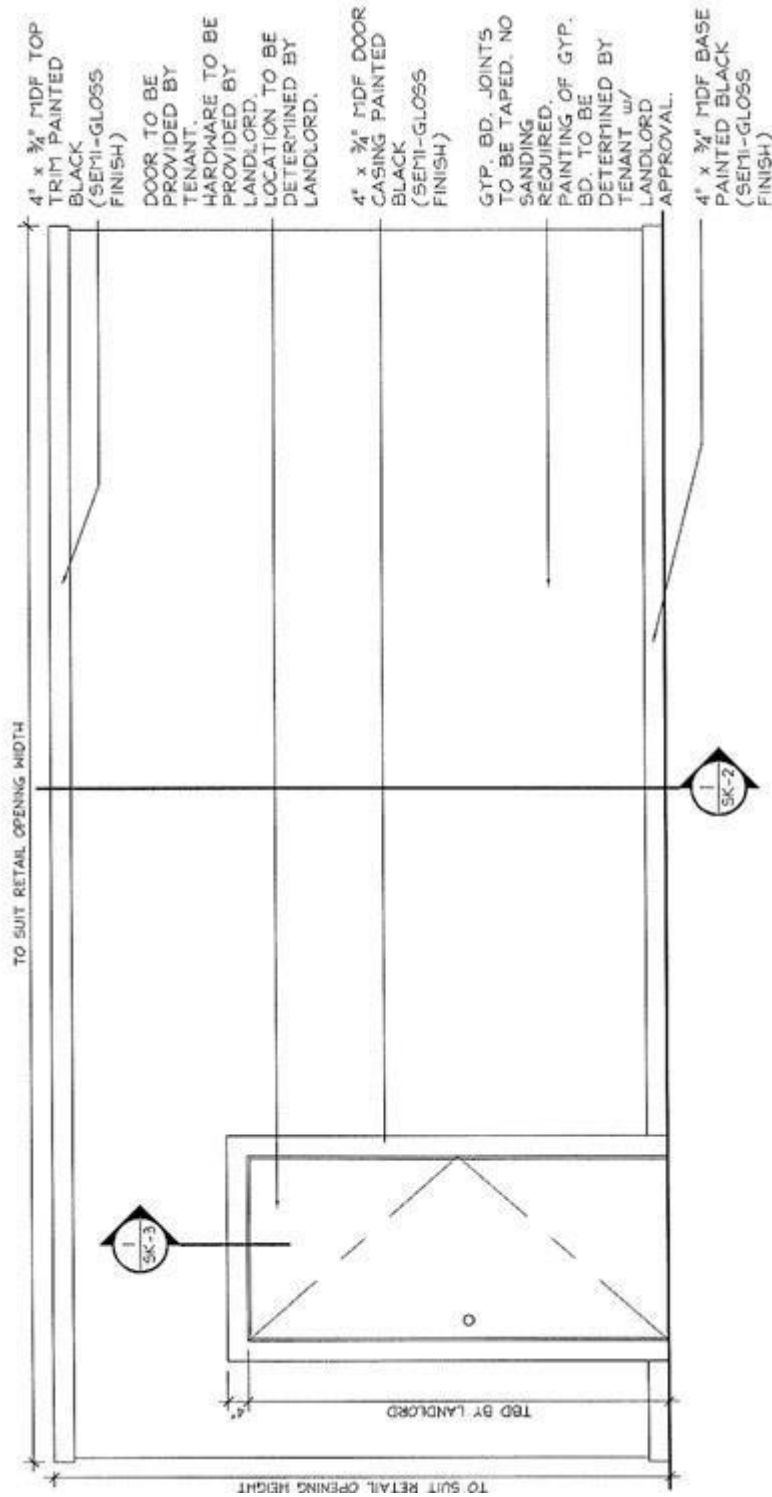
5.11 Worksite Security

The Contractor is solely responsible for the security of the leased premises during the construction period; the Landlord shall have no liability for loss or damage howsoever caused.

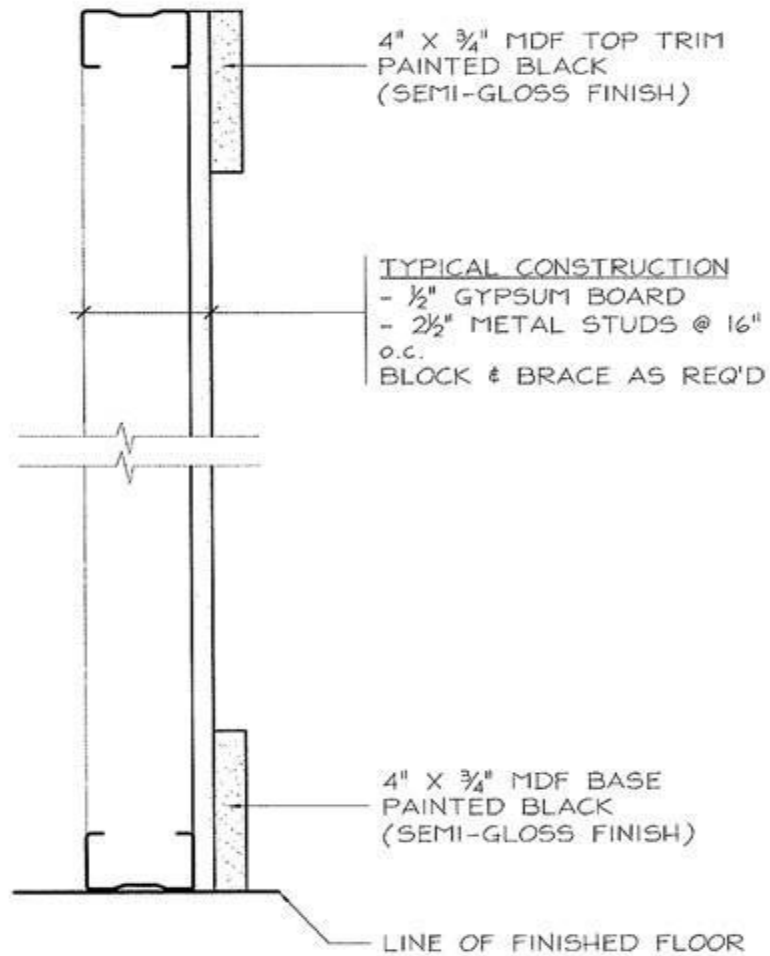
Contractors are NOT allowed to remove any item for personal or other use, whether it is labelled garbage or not, unless authorized to do so. Please note that authorization must be approved by the Security Manager and either the Tenant or the Landlord, depending upon the Premises where the work is being performed.

5.12 Hoarding

During construction the Tenant's is responsible to supply and install a hoarding consisting of drywall with masking-taped joints, base and no visible fasteners. Poly may be required above the hoarding to prevent dust from escaping into the retail area. The Landlord will specify the colour of base and paint to be used on the hoarding; the Tenant will be responsible for vinyl graphics signage as required by the Landlord. The Tenant may be required to provide a locking door for access to their premises during construction, a key to access the hoarding must be provided to Security. If the storefront is a glass storefront the Tenant will be responsible for the having the storefront glass painted to block the view from the public side of the space during construction. The Tenant must use the base building contractor to supply and install the temporary glass masking. See the following drawings SK-1, SK-2 and SK-3 for exact specifications.



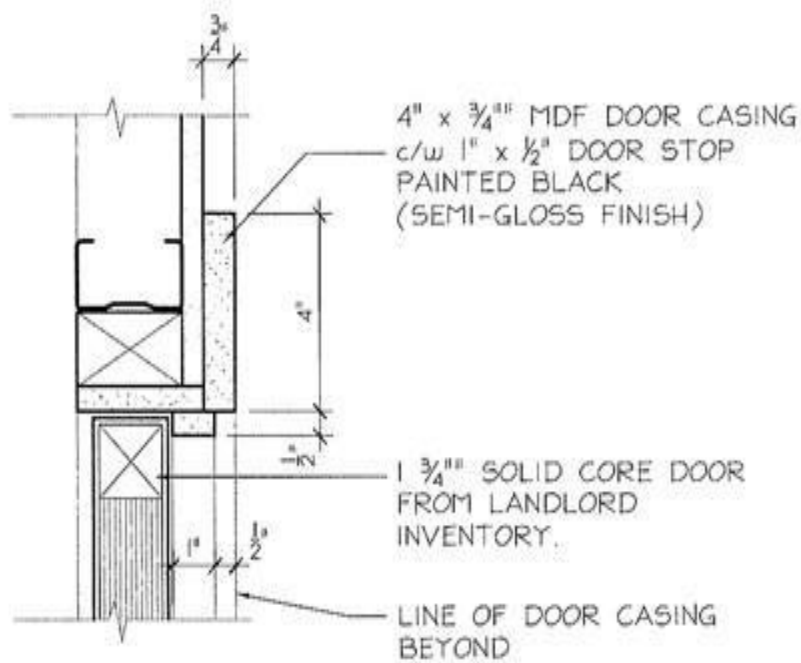
**Typical Elevation
Retail Storefront Hoarding**



Typical Wall Section

drawn by: gth
checked by: gth
date: 16/05
drawing title: 3" - 1'-0"
project number: 05-008

revision: -
number: **SK-2**



gm
gm
Sept 16/05
3" - 1.0"
05-008

SK-3

Typical Door Header

5.13 Damage

The Contractor is responsible to protect all base-building elements from damage during the Tenant’s construction. Any damage to the base building elements as a result of the Tenant’s construction will be repaired by the Landlord and charged back to the Contractor. The Contractor is responsible to ensure that all workmanship to the public corridor side of the Tenant’s premises is of a standard that is equal to or higher than the existing construction.

5.14 Access & Deliveries

Personnel access and material deliveries to the Premises are only permitted through the loading dock accessed off Melville Street. Construction deliveries are permitted on a first-come-first-served basis from 6 a.m. to 6 p.m., Monday to Friday, unless booked 48 hours in advance. There is a 20 minute maximum limit for deliveries on the loading dock. Any delivery that exceeds 20 minutes should be booked for delivery after hours. After-hours deliveries and use of the loading dock (between 6 p.m. and 6 a.m.) must be approved and co-ordinated through the Management Office and Security.

5.15 Freight Elevator

Three freight elevators are available for the use of moving tools, equipment and materials. The dimensions and weight restrictions are as follows:

	Low Rise	High Rise	Retail
Door			
Height	83.75"	83"	95"
Width	42"	42"	80"
Cab			
Height	101" / 137"	101" / 126"	97"
Width	87"	83"	79"
Depth	55"	55"	81"
Weight Allowance	3498.74lbs	3498.74lbs	

The freight elevator cannot be locked off during normal working hours from 7:30am to 6:00pm Monday to Friday. All after hour’s bookings must be made through the Management Office and will require a minimum 48 hours’ notice. Any damage caused by or cleaning necessitated by the Contractor’s use of the freight elevator will be rectified by the Landlord and charged back to the Contractor.

5.16 Parking

The Contractor is responsible for locating adequate parking. Under no circumstances are vehicles to congest visitor parking or block access to the loading dock facilities. Any Contractor parking in the loading dock for more than 20 minutes will be ticketed and/or towed.

5.17 Working Hours

Regular working hours in the office tower are from 6:00am to 6:00pm Monday to Friday, and in the retail 9:00am to 9:00pm Monday to Saturday. During regular retail operating hours the Tenant will not be permitted to perform any disruptive construction work. If the Landlord determines any construction-related noise is too loud or disruptive during normal working hours the contractor will be instructed to cease the activities immediately and the work will be restricted to after-hours ONLY.

The Contractor shall perform all noisy, dusty and odorous work, or any other work that, in the Landlord’s opinion, would disrupt other Tenant’s daily retail operations before 6:00am or after 9:00pm and only after receipt of written authorization from the Landlord.

5.18 Cleanliness

Construction materials and waste are not to be stored in the public areas of the building or adjacent to any vacant areas unless prior written approval is obtained from the Landlord. The Contractor is responsible for ensuring that the construction site, as well as all adjacent areas affected by the construction site, is kept clean. If the Contractor fails to do this, the Landlord will arrange to have the area cleaned and charge the cost back to the Contractor. The Contractor is responsible to supply their own bin and ensure the regular removal of all garbage from their worksite. Under no circumstances will the Contractor use the Landlord's compactor. With the prior approval of the Landlord, the Contractor may place a garbage container in the loading dock temporarily.

The Contractor shall provide a damp piece of carpet of 10 sq.yd. (minimum) at the entrance to the construction area as a dust absorber. Carpet shall be vacuumed clean at the end of each workday.

5.19 Tenant Contractor Garbage Bin Information

The following regulations must be followed at all times:

- ◆ Tenant contractors must notify the Royal Centre Operations Manager or Engineering Lead Hand at least 24 hrs. in advance of their needs
- ◆ Monday - Friday - Tenant contractors can place bins in the loading dock from 6:00 p.m. to 6:00 a.m. (removed by 6:00 a.m. - AT THE LATEST).
- ◆ Weekends and Holidays - they can keep the bins coming and going, as often as required.
- ◆ The bins must be dropped straight and between the lines. Any contractor bin that does not comply with this instruction will be required to either reposition their bin or remove it from the loading dock.
- ◆ The Operations Manager or Engineering Lead Hand will determine where the container will be located on the loading dock.
- ◆ The Tenant's contractor is responsible to keep the area around their garbage bin swept clean. If the area is not kept clean the Landlord will perform the cleaning and charge back the contractor for all costs incurred.
- ◆ The garbage bin must be covered with a tarp before it is removed from the site, in order to prevent garbage from spilling onto the dock and street.
- ◆ The largest garbage bin that can reasonably be placed on the loading dock is a 30 cu. yd. bin. The dimensions of the 30 cu. yd. bin are 8' wide, 17' long and 6' - 10" high. The empty weight of the bin is 6,500 lbs. and may accommodate 8 metric tons of waste.
- ◆ The Landlord's preferred contractor is Wasteless Environmental. Please contact the Royal Centre (KREC) Inc. Operations Manager or Engineering Lead Hand to arrange containers.
- ◆ Any cleaning or damage caused by the Tenant's contractor will be rectified by the Landlord and charged back to the Tenant.

5.20 Worksite Conduct and Safety

No smoking is permitted in the Building.

The use of illegal substances, consumption of alcoholic beverages and the use of profane language on the work site are strictly prohibited. Moreover, the Contractor must ensure that workers are not under the influence of drugs or alcohol at any time while working. Violation will result in all work being stopped.

Royal Centre (KREC) Inc. has determined that wooden ladders will not be allowed in our properties, due to safety concerns. Please ensure that all ladders used on the worksite conform to this procedure and are in good repair.

5.21 Slab Openings & Penetrations

Tenants Contractors are not permitted to drill, cut or chase openings of any description in any part of the base building structure without prior written approval of the Landlord and the Landlord's structural engineers. Once the proposed work is deemed necessary and acceptable, it will be carried out after regular retail working hours by the Tenant's Contractor at the Tenant's cost under the supervision of the structural engineer. Any floor penetrations shall be adequately fire stopped and waterproofed in accordance with applicable codes. Any work of this type will require an x-ray inspection of the slab prior to drilling, at the Tenant's expense. Any damage to cast-in electric wiring will have to be repaired by the Landlord's Contractor at the Tenant's expense. Please be advised that the Tenant may be required to schedule all coring between midnight and 6:00am.

5.22 Fastenings

No mechanical fasteners or screw penetrations will be permitted to window mullions, convector cabinets or T-bar ceiling components. Use of Powder Actuated fasteners into the ceiling to support any suspended load will not be permitted. Only drilled inserts are permitted.

5.23 Plumbing

Prior to the start of Tenant construction, the Operations Supervisor will dispatch the appropriate person who will determine and advise the Contractor of any valves that need to be shut off and identify the locations for any tie-ins. Running plumbing lines through the electrical rooms of the building is strictly prohibited. The base building mechanical contractor must perform all base building shut-off and tie-in work at the Tenant's expense.

Any Tenant Contractors connecting air conditioning units to the Base Building condenser system will be required to complete a pressure test on the Tenant piping for 24 hours at a pressure greater than our system pressure. Please be advised that the Tenant's Contractor is responsible to contact the Operations Supervisor to arrange to have a member of the Landlord's staff look at the pressure at the start of the test and again after the test. Once this is completed to the satisfaction of the Landlord the Tenant's Contractor will be required them to contact Betz Dearborn to arrange to have the piping cleaned and the water tested by a water treatment company to confirm that the pipe is clean of all oil's, contaminates and cleaners. Once this has been done a copy of the report must be forwarded to the Landlord. The Tenant's Contractor must contact the Operations Supervisor prior to filling the Tenant's system as the Operations Supervisor must arrange for a member of the maintenance staff to be present.

5.24 Electrical

All base building electrical work including, but not limited to, high voltage connections, riser room connections, electrical shutdowns, fire alarm, metering and security must be performed by the appropriate base building contractor. Demolition will not be permitted to start until the contractor has received written confirmation from a certified electrician that all power has been disconnected from the area to be demolished.

5.25 Pre-Occupancy Inspection

The Building Renovation and Tenant Improvement Checklist will be used by the Landlord to ensure completion of all pertinent items relating to Tenant occupancy. A copy of this checklist is available through the Management Office.

5.26 Pre-Occupancy Cleaning

Prior to occupancy the Tenant's Contractor(s) must remove all construction debris, equipment and tools from the premises. A final cleaning must be performed including, but not limited to the following:

- ◆ All floor coverings
- ◆ Light fixtures and lenses;
- ◆ All glass including the inside of exterior windows;
- ◆ Window frames and mullions;
- ◆ Window coverings;
- ◆ Public areas and service areas affected by the Tenant's work;
- ◆ Ensure that radiators and ceiling space are clean of all construction dust and debris.

The Landlord reserves the right to retain the base building cleaning staff, at the Tenant's expense, to complete a thorough cleaning if the quality of the cleaning completed by the Contractor's forces is not higher than or equivalent to the quality of the building cleaning staff.

5.27 Completion & Occupancy

Upon completion of the Tenant's work, prior to occupancy of the premises for the purpose of carrying on business, the Contractor must submit to the Landlord:

- ◆ Statutory Declaration;
- ◆ WCB ;
- ◆ Certificate of Substantial Completion from designer;
- ◆ Sprinkler verification;
- ◆ Fire Alarm verification;
- ◆ Final inspection and sign-off from Building Inspector.
- ◆ Final inspection certificate and sign-off from Electrical Inspector.

No later than 30 days from the Tenant's occupancy of the premises the following must be submitted to the Landlord:

- ◆ Air balancing reports (3 copies)
- ◆ As-built drawings

6 LEGAL DESCRIPTION

"Building Lands" means the lands located in Vancouver, British Columbia legally described as:

- (a) Parcel Identifier: 002-486-199
LOT 1, BLOCK 3, DISTRICT LOT 185, PLAN 14002
- (b) Parcel Identifier: 002-485-150
LOT 2, BLOCK 3, DISTRICT LOT 185, PLAN 14002
- (c) Parcel Identifier: 002-487-594
THE EAST 1/2 OF LOT 13, BLOCK 3, DISTRICT LOT 185, PLAN 92
- (d) THAT PART OF MELVILLE STREET LYING BETWEEN THURLOW AND BURRARD STREETS AND BEING ADJACENT TO LOT 6, DISTRICT LOT 185, PLAN 18929 AND LOT 2, DISTRICT LOT 185, PLAN 14002;
DESIGNATED AS:
PARCEL N (EXPLANATORY PLAN 18945).