TERMS AND CONDITIONS
SOCIAL FACILITY SPACE & PEDESTRIAN MEWS

1) Description of area being conveyed to the City in fee simple:

Generally as shown on the Ground Floor Plan A2.6 prepared by Kirkor Architects and Planners, dated December 28, 2016 (the "**Ground Floor Plan**"), The ground floor area labelled "City Retail" and having a floor area of not less than 324.59 m², this area may be subdivided into smaller units, the size of these units to be determined by the City, having a total area of not less than 324.59 m² and will be completed to base building standard and finished by the Owner as discussed in sections 3) and 4) below (collectively, the area and the improvements thereon are known as "**Social Facility Space**").

The Owner covenants that the Social Facility Space will have access to and use of all of the shared facilities, services and utilities of the Development reasonably necessary for the safe and efficient use of the Social Facility Space in a manner similar to a ground floor commercial unit in the Development as determined by the City acting reasonably (the **"Shared Facilities"**).

2) Particulars of the Social Facility Space being conveyed:

a) The Social Facility Space will be separate and apart from the rest of the Development and have separate access points as agreed upon between the parties and in particular, with access from the Social Facility Space onto the Pedestrian Mews. Each unit to be constructed within the Social Facility Space, and all washrooms within the Development serving the Social Facility Space, will be handicapped accessible and constructed in accordance with the Ontario Building Code and City of Toronto accessibility standards.

b) The Owner confirms that the interior service door shown as part of the Social Facility Space will provide internal access to the loading and garbage areas of the Development as determined by the City acting reasonably.

c) The Owner shall provide an access route that is functional and does not require special care and attention to gain access to the service door leading to the loading and garbage facility in the location as illustrated on the Ground Floor Plan.

d) Owner acknowledges and understands that the City will need to have the flexibility to determine the size and uses of these units consistent with the Amending By-laws as they may be amended from time to time. The Owner will follow the City's design and fit-up requirements for the Social Facility Space.

e) None of the Shared Facilities within the Development which are to be shared by the City with one or more of the condominium corporations to be formed on completion of the Development or other components of the Development, will be located in the Social Facility Space.

f) The Parties intend that the finishing of the Social Facility Space will be completed by the Owner prior to the conveyance to the City. Upon conveyance, the Owner shall have no

further obligations with respect to the Social Facility Space except as may be agreed upon by the parties in writing or is otherwise expressly provided for herein.

3) Exterior Finishes:

All exterior finishes shall be to the satisfaction of the Chief Planner, the Director of Real Estate Services and the local Councillor. As a minimum, the City requires a fixed door for each unit to be created within the Social Facility Space, and an overhead roll-up glass door or alternative design to achieve a similar objective that can open fully, creating open access/permeable walls in good weather. The exterior finishes shall be consistent with those chosen for the Beacon Project (hereinafter defined).

4) Interior Finishes:

a) The Owner entirely at its own cost shall pay for the design and construction of the Social Facility Space as turn-key space to the City, as determined by the City in its sole and unfettered discretion. Without limiting the generality of the foregoing, the Owner acknowledges and agrees that the design and finishes of the Social Facility Space and the unit(s) to be created therein will be developed in consultation with and to the satisfaction of the City (the "**Finishing Plans**"). Such finishing plans shall be consistent with those chosen for the Beacon Project. For the purposes of this Term Sheet, "turn-key" means Base Building Improvements plus the improvements to be undertaken as contemplated by the Finishing Allowance. "**Base Building Improvements"** means: (i) basic improvements including, but not limited to, concrete floors finished with ceramic tile, drywall walls taped, sanded and painted, dropped ceilings with acoustic tiles, life safety systems and emergency lighting, lighting, electric panel and heating, cooling and ventilation, plumbing (see also subsection (f) below and (ii) exterior finishes as described in section 3 above).

b) The flooring, ceiling and wall finishes shall be determined by the City in accordance with the type of use the unit will be constructed for. The Social Facility Space on turnover to the City must meet all the Ontario Building Code requirements, City By-law requirements and accessibility requirements, as well as any health and safety requirements. The City will work with the Owner's Architect and space design team to design and construct the Social Facility Space, at a quality of finishes consistent with City standards, the finishes described in Appendix "A", and requirements necessary to operate the business, to the satisfaction of the City and such design shall be consistent with those that are used for the Beacon Project.

c) The Owner's requirement on the type and degree of finish includes but is not limited to this section and attached Appendix "A".

d) The Owner acknowledges and agrees that the use of the Social Facility Space is still to be determined and that the Owner at its sole cost will work with the City to design the Social Facility Space to accommodate uses of intensive cooking (estimated at 30%), light cooking (estimated at 40%) and no cooking (estimated at 30%), as determined solely by the City and to be constructed, all within the budget established by the Finishing Allowance.

e) The Owner acknowledges that, if there are any deficiencies in the Social Facility Space identified within one (1) year following closing, it will be the Owner's responsibility to correct any deficiencies at its sole cost within a commercially reasonable time frame.

f) The Owner acknowledges and agrees that it will be responsible at its sole cost for the initial responsibility to install, supply, repair and maintain all the mechanical components providing service to the Social Facility Space, which obligation shall continue for a period of one (1) year after substantial performance of construction of the Development. Without limitation, this responsibility includes the HVAC system servicing the Social Facility Space, the electrical power and panel coming into the Social Facility Space, the plumbing coming into and outgoing from the Social Facility Space, including the installation of check meters for incoming hot and cold water supply lines, the sprinkler system and life and safety equipment, the intake and exhaust ventilation system required for any food preparation (i.e. cooking) that is serving the Social Facility Space. On closing, the Owner shall assign to the City all warranties received from third party contractors and suppliers related to equipment and improvements installed within the Social Facility Space.

g) The Owner acknowledges and agrees that the Social Facility Space shall not have an HVAC system installed within the Social Facility Space but will be supplied from the main building HVAC system serving the complex as a whole. The City will not be required to pay for any costs related to the HVAC system of the complex other than the City's share of HVAC costs as addressed in the ECA (hereinafter defined).

h) The Owner acknowledges and agrees to provide, at its cost and within the Ground Floor Retail Space, all washroom facilities to meet the requirements of the Social Facility Space, in accordance with accessibility standards. Washroom facilities will be provided outside of the Social Facility Space.

5) Use of Units

a) The Social Facility Space is conveyed to the City as a social facility unit, and may be used for any use the City may decide in accordance with all permitted uses pursuant to the North York Centre Secondary Plan and the Amending By-laws, as they may be further amended from time to time.

b) Specific uses of the Social Facility Space are still unknown; some or all of the Social Facility Space may be divided into smaller units. All uses shall be legally permissible, and may include but not be limited to the following commercial/retail uses: restaurant or fast food, butcher shop, fish market, grocery store, bakery, deli, cheese store, general merchandise, and any other use that would be complementary to the area.

c) For clarity there shall be no restriction or prohibitions placed on title to the Social Facility Space. Restrictions such as not selling perishable food do not apply to the Social Facility Space

d) There shall be no non-competition clauses in the transfer documents.

6) Financial Matters

a) The Owner acknowledges that the Social Facility Space constitutes a social facility unit and is being conveyed to the City at nominal cost. The Owner will pay all costs associated with conveyance of the Social Facility Space to the City, including any land transfer tax payable by the City in respect of the conveyance.

b) The City will not be responsible for any costs associated with the construction of the Social Facility Space, all of which work will be completed by and costs will be paid by the Owner.

c) Because conveyance of the Social Facility Space will occur after the Owner has received the benefit associated with providing the Social Facility Space, prior to the issuance of the first above-grade building permit for the Development the Owner will provide the City with:

i. a letter of credit in the amount of $1.2 million, being the full value of unfinished Social Facility Space, and

a letter of credit in the amount of $1.3 million (the "**Finishing Allowance**"), being 125% of the full value of the estimated costs to finish the Social Facility Space in the manner more fully described herein.

The Owner agrees to keep the City fully informed as to the progress of construction, the anticipated date of completion of the Development, and the estimated time the Owner will need to complete construction and finishing of the Social Facility Space to the City's specifications. Not more than eighteen (18) nor less than sixteen (16) months before the anticipated substantial completion date of the Social Facility Space, the Owner will provide the City with notice of the date and arrange for an initial meeting to discuss the City's intended uses for and finishing of the Social Facility Space. The Parties agree to work diligently thereafter to finalize plans and specifications for completing and finishing the Social Facility Space and the Owner agrees to undertake the work as specified and agreed upon. The superstructure of the office tower, within the meaning of the Ontario Building Code, will be completed and the Social Facility Space will be completed and conveyed to the City prior to any residential occupancy of the proposed residential condominium or occupancy of the proposed office tower, whichever is earlier.

d) The terms upon which the City may draw on the letter of credit for the Finishing Allowance will include the Owner failing to complete the Social Facility Space prior to conveyance of the Social Facility Space to the City Save for *force majeure*, in the event the Owner fails to complete the Finishing Work as required, the City shall be entitled after appropriate cure periods and notices, to engage its own trades or utilize the trades that were already in place from the Owner and draw down from the Letter of Credit to pay for such costs. Notwithstanding the foregoing, the City shall be entitled to charge a fifteen percent (15%) management fee to manage the process of completing the Finishing Work provided however that in no event shall the City be entitled to collect more than the face amount of the Letter of Credit.

7) Easement and Cost-Sharing Agreement

The City, all the condominium corporations or freehold owners having use of the Shared Facilities, and the owner of the stratified fee simple segment of the Development containing the rental housing units will enter into an Easement and Cost-Sharing Agreement to facilitate the integration of the various elements of the Development. The Easement and Cost-Sharing Agreement ("**ECA**") will be in a form and content satisfactory to the City Solicitor and Chief Corporate Officer and shall include but not be limited to the following:

a) The City, its employees, tenants, patrons, et al. of the Social Facility Space shall have access and use of the Shared Facilities, including the right of access to the public washrooms located on the ground floor of the retail area.

b) The City shall not be responsible for repair and maintenance, including capital expenditures, for any of the Shared Facilities except to the extent of its contribution for such costs as discussed below.

c) The Development shall have an easement for access to the Social Facility Space in order to fulfill its repair and maintenance obligations as they relate to services connected to or amenities and services located within the Social Facility Space, as set out in the ECA.

d) In allocating responsibility for the costs associated with the Shared Facilities among the parties to the ECA, the City's liability for such costs shall be limited to twenty-five percent (25%) of the rate per square foot (or such other method of allocation among the parties as may be appropriate under the circumstances) that would be paid by the other parties to the ECA.

e) The ECA will include arrangements for access to Shared Facilities after business hours, including notification, and appropriate arrangements to accommodate such requests.

f) The ECA will provide that the City will not be required to make any payments in respect of the Shared Facilities until such time as the Mews are completed, such that the Social Facility Space can be commercially used and operated by the City.

g) The Owner shall register the ECA on title to the appropriate components of the Development, as determined by the City, including the Social Facility Space and upon completion of such registration, the Owner shall provide its lawyer's legal opinion, addressed to the City and in a form satisfactory to the City Solicitor, confirming that the registration of the ECA is first in priority, free and clear of all encumbrances save and except the any other easements required to be granted pursuant to this Section 37 Agreement.

8) Transfer and Ownership

a) The Social Facility Space shall be conveyed by the Owner to the City nominally as a freehold stratified fee simple interest, free of all encumbrances.

b) The superstructure of the office tower, within the meaning of the Ontario Building Code, will be completed and the Social Facility Space will be completed and conveyed to the City prior to any residential occupancy of the proposed residential condominium or occupancy of the proposed office tower, whichever is earlier.

c) Upon completion of the conveyance, the Owner shall provide its lawyer's legal opinion, addressed to the City and in a form satisfactory to the City Solicitor, confirming that the City is obtaining marketable title in fee simple to the Social Facility Space free and clear of all encumbrances save and except the easements contemplated in the Easement and Cost-Sharing Agreement discussed above and any other easements required to be granted pursuant to this Section 37 Agreement.

d) The Owner shall provide a full covering warranty for all the base building systems, including mechanicals, and the finishing work, as well as all other construction related matters with respect to the Social Facility Space, for a one year period from the date of transfer of the Social Facility Space to the City. The Owner shall assign to the City all warranties and guarantees from contractors, subcontractors and suppliers which continue past the Owner's one year covering warranty.

9) City's Future Responsibility

The City acknowledges that it will be responsible for the future repairs and maintenance of the interior of the Social Facility Space, including operating equipment, fixtures and chattels installed by the City or future tenants within the Social Facility Space boundaries and for all other improvements supplied by the Owner following expiry of the warranty period. Furthermore upon completion of the Owner's Work as required hereunder, there shall be no further obligation of the Owner arising from any subsequent revisions to the Social Facility Space made by the City.

10) Costs to be paid by the City under ECA

a) The City shall pay for utilities consumed in the Social Facility Space, where possible these utilities will be separately metered and paid by the City (or its tenant) directly to the utility company. The meters will be installed by the Owner at its sole cost.

b) The units will be heated and cooled by the central building HVAC system. The City will be responsible to pay for the heating and cooling of the Social Facility Space, in a manner to be provided for in the ECA.

c) The City shall pay a pro-rata share only for Shared Facilities it has continuous and regular use of, this being the loading area, and garbage disposal area, the public washrooms and service corridors to get to the above areas. The ECA will provide that the City will only pay 25% of the pro-rata share of these operating costs.

11) Ingress and egress to the loading area and garbage disposal area

a) The Social Facility Space will be provided with access to loading areas, garbage storage and pick-up areas, public washrooms and vehicle and bicycle parking areas as are provided to serve the other components within the Development.

b) The Owner shall provide the City with non-obstructed and accessible interior access to the loading and garbage disposal area in the Building, as discussed and noted herein.

c) The Owner shall provide at their cost the required containers and operational arrangements to be able to meet the City's waste diversion program, including organic waste disposal.

12) The Pedestrian Mews

a) The Owner acknowledges that the Social Facility Space is intended to form part of a larger City initiative which will involve both the Development and a proposed development immediately to the south of the Development (currently known as the "**Beacon Project**"). The Pedestrian Mews is intended to be operated in conjunction with a similar pedestrian mews to be constructed as part of the Beacon project (collectively, the two walkways together will be known as the "**Mews**") flanked by the Social Facility Space to the north and a similar initiative to be established by the City in connection with development of the Beacon Project. Design and finishing of the Social Facility Space and the Pedestrian Mews shall be consistent with those for the Beacon Project, as determined by the City in its sole and unfettered discretion. The Mews will be managed by a single entity as chosen and determined by the City in its sole and unfettered discretion.

b) As a condition of its development approvals to permit construction of the Development, including site plan approval (the "**Approvals**"), the Owner will be granting to the City for nominal consideration a non-exclusive surface easement for public pedestrian access over the southerly 7.0 m (approximate) of the property commencing at Yonge Street and extending approximately 57.24 m to the west, together with an easement for the exclusive right to program and carry out related activities within the Pedestrian Mews (the "Pedestrian Mews Easement").

c) The Pedestrian Mews Easement shall be granted, for nominal consideration, to the satisfaction of the City Solicitor prior to the transfer of ownership of the Social Facility Space.

d) The Pedestrian Mews will form part of the completed Mews. Prior to creating the Pedestrian Mews, the City and the Owner will establish a design for the entire Mews, entirely at the Owner's own cost in accordance with City specifications and to the satisfaction of the Chief Planner and Chief Corporate Officer, so that if the Pedestrian Mews is not constructed concurrently with the corresponding area of the Beacon Project, the segment first constructed will be consistent with and complementary to the overall design of the Mews.

e) The Owner acknowledges that prior to site plan approval, which is to be considered for the Lands as a whole and not in segments or phases, the Owner shall provide to the City a letter of credit in an amount sufficient to construct and finish the Pedestrian Mews. The timing required for completion of site plan works is 2 years, unless the City agrees in future that it might be appropriate to amend the site plan agreement to extend such time frame for the completion of the Pedestrian Mews.

f) The Pedestrian Mews shall be designed and constructed in accordance with the conditions of site plan approval for the Development. The parties acknowledge that an overland stormwater easement will be granted for overland stormwater flow that may occur beneath the Pedestrian Mews and that the design of the Pedestrian Mews will consist of structural walkway elements that will not impede the stormwater flow and that can be lifted or raised

to enable servicing of the stormwater area from time to time. In addition, a storm sewer easement shall be granted, together with a storm sewer easement beneath the Pedestrian Mews.

g) Provisions respecting the stormwater flow beneath the Pedestrian Mews and the related surface stormwater easement are provided in the main body of this Section 37 Agreement as they relate to the stormwater flow and related easement beneath the Pedestrian Mews. The Owners agrees that the City shall not be responsible for the maintenance of the physical structure of the Pedestrian Mews, including the structural elements upon which people walk, and the hard surface below the mews over which stormwater flows. The Owner shall have primary responsibility to maintain and repair the surface stormwater area below the Pedestrian Mews. Should the City determine to access the surface stormwater area, the City shall provide the Owner with advance notice thereof, but the City will not be responsible to reinstate the hard surface over which stormwater flows.

h) The Owner shall be responsible for constructing the Pedestrian Mews in accordance with the agreed-upon design, including decorative paving, planters and trees, public seating**,** attractive railings, lighting and other enhancements as stipulated in the Approvals and to the satisfaction of the Chief Planner and Chief Corporate Officer.

i) The Owner shall be responsible for the repair and maintenance of the Pedestrian Mews.

j) The Owner releases the City from any claims it has or may have and shall indemnify the City from any claims made or proceedings which may be brought against the City for any injury or damages as a result of public use of the Pedestrian Mews and as a result of the stormwater flow which may occur in the surface stormwater area below the Pedestrian Mews.

k) The Owner and Beacon will construct, and the Owner shall be responsible for, all repairs, maintenance and capital expenditures related to their respective sections of the Mews.

l) The Owner will be responsible for the cleaning, snow removal, garbage and waste collection and disposal, as well as the security and supervision of the Pedestrian Mews, the particulars of which will be included in the ECA.

m) The Approvals will require the Owner to grant an easement to the City to run programs in the Pedestrian Mews. The City shall have full control of the planning and implementation of programming for the Pedestrian Mews and shall be responsible for all costs associated with the set-up and take-down of running the programs, including the clean-up of the Pedestrian Mews following the program.

n) The City shall have use of the Pedestrian Mews including, without limitation, uses for events, music staging, sponsorship booths, staging, market carts, moveable café style seating, spill-outs associated with the use of Social Facility Space, and any other use associated with City programming.

o) The ECA will require that a reserve fund will be created to ensure adequate funds are always available for the repair, maintenance and replacement of any chattels, fixtures or

capital components so as to keep the Mews in a state of good repair and as required to keep the Pedestrian Mews in an inviting and appealing condition for the general public.

p) The City and the Owner shall annually do an assessment of the state of good repair for the Pedestrian Mews and establish the amount required for capital expenditures that year.

q) Notwithstanding the City's programming rights, the City will not be liable for any issues arising related to the condition of the Pedestrian Mews or abutting properties both above and below the surface, save and except for damage to the Pedestrian Mews arising from the negligence of the City in setting up or taking down event-related equipment, which will be reflected in the ECA. Any problems in respect of the abutting properties shall be the responsibility of each party at their sole cost.

APPENDIX "A"

PLANS, OWNER'S APPROVAL AND CONDUCT OF WORK

1. After the completion of the architect and engineer's base building drawings, the Owner agrees to work with the City and to provide to the City a Base Building floor plan of the Social Facility Space and any other drawings required by the City for the review and design of the Social Facility Space, these drawings shall be free of charge. These drawings will form the baseline for the finishing plans.

2. The Owner shall work with the City to prepare the design plans and use of the units, upon determination of the design by the City working with the Owner's architect and engineers the City shall provide written approval to the Owner that the requirements, drawings, specifications, construction schedules, sketches or blueprints prepared by the Owner's architect or engineer and any other documents or permits necessary for the City's work, illustrating the interior design work within sufficient detail, including how it affects the mechanical systems, electrical systems, fire/life safety and structural elements affecting the building. All copies of as-built drawings with any changes are to be prepared by the Owner, which shall be retained by the Owner with a copies provided to the City.

3. The City shall not make any structural alterations or any alterations to the inside of the Social Facility Space, which shall alter the structural parts of the Building constituting part of the Shared Facilities.

4. No Owner's work on the Finishing Plans (hereinafter defined) for the City Space shall be commenced until the City has approved the Finishing Plans in writing and the City's work shall be performed strictly in accordance with the Finishing Plans as previously approved in writing by the City.

5. The Owner shall keep the Social Facility Space insured during the period of time in which the Owner is carrying out the City's work as may be required by the City. The Owner shall be responsible for and keep insured all fixtures and improvements made to the Social Facility Space and shall assume all liability in respect of same.

6. Prior to performing any work, the Owner shall obtain all necessary consents, permits, licenses, certificates and inspections from all municipal, governmental and regulatory authorities having jurisdiction, and shall make available to the City copies of same and shall post permits as required.

7. The opinion in writing of City approved architect or other qualified consultants shall be binding on both the Owner and the City respecting all matters of dispute regarding the Owner's work, including the state of completion and whether or not the Owner's work is completed in a good and workmanlike manner and in accordance with the City's requirements and Plans as approved by the City and Owner.

8. The Owner shall be responsible, at the Owner's cost, for performance of fire protection work in the Social Facility Space together with any other Owner related work in the Shared Facilities of the building.

9. The Owner shall be obliged to obtain any occupancy permit required by any municipal, governmental or regulatory Authority having jurisdiction and shall make it available to the City Five (5) days prior to any business operation or opening.

10. All of the work by the Owner shall be performed by competent workmen whose labour affiliations are compatible with those employed by the City and its contractors and which will not result in work stoppages or delays in the construction and completion of the Building, or other components of the Development, including exterior work on the Development. All work related to alterations to fire/life systems and HVAC equipments is to be performed by the base building contractor or a contract or approved by the Owner at Owner's expense.

11. The Owner shall pay the total fee or expense charged or incurred by the Owner's architect and consultant's work in approving the drawings and the as-built architectural and engineering plans, the Owner will also at his sole cost review, and do periodic inspection of the site and construction.

12. Owner installed ceilings, bulkheads, etc. are to be removable type (t-bar ceiling) to provide easy access to areas above the dropped ceilings of the Social Facility Space.

13. Upon the City obtaining possession of the Social Facility Space, the City shall maintain the required insurance for the Social Facility Spaces as follows:

    (a) general liability insurance with limits of not less than Two Million Dollars ($2,000,000.00) for bodily injury, death, and damage to the property;

    (b) all risks property insurance insuring not less than the total costs of the City's work; and

    (c) such other insurance as the Owner or any mortgagee of the Property may reasonably require.

    The Owner acknowledges that the City may self-insure without Owner consent.

    All policies of insurance required to be obtained by the City as set out above shall be in the name of the City and shall include the Owner (and any mortgagee, if requested) as additional insureds, shall be in a form reasonably acceptable to the Owner and shall be taken out with an insurer acceptable to the Owner. The City shall provide the Owner with certificates of insurance issued by the City's insurers and directed to the Owner upon thirty (30) days' notice from the Owner. Notwithstanding the foregoing, the Owner acknowledges and agrees that the City may self-insure its operations, in whole or in part and in the event that the City self-insures its operations, or parts thereof, then the City shall not be required to obtain such insurance as set out herein.

14. The Owner is responsible for the cost of the removal of all construction debris.

15. The Owner shall be responsible for construction of all hydro and public utilities during the construction period of the interior work.

16. In the event the Owner has not completed part of the work, which must be done in order for the City to occupy the Social Facility Space, the City may complete the work for which the Owner is responsible and charge the Owner for such work.

OWNER'S WORK:

1. The Owner agrees to, at his/her own expense, install or perform for the City on or before receiving occupancy for the Development the following work in the Social Facility Space:

INTERIOR FINISHES :	Owner at his sole cost shall provide all leasehold improvements and interior finishing all electrical, mechanical, plumbing, partitioning, and any fire rated assemblies, mill work, interior painting, as noted below.
WALL :	All demising walls, interior walls and columns and City's demising partitions are on light gauge metal studs, including painting suitable for the proposed use. Exterior walls are glazing.
STOREFRONT/ ENTRY :	ENTRY: Tempered glass door and hardware as per Owner's plan for exterior units. STOREFRONT: Supply and install main door and overhead roll-up glass doors or alternative design to achieve a similar object that can open fully, creating open access/permeable walls in good weather in accordance with the Owner's architect's design.
FLOORS :	Steel troweled concrete for Base Building. City's finishes as may be selected by City.
CEILING :	Drop ceiling shall be installed suitable for the proposed use.
PLUMBING & DRAINAGE:	The Owner at his sole cost shall install the necessary plumbing system in the Social Facility Space that would be required or requested by the City. As a minimum, there will be at least one washroom meeting accessibility requirements in the Shared Facilities servicing the Social Facility Space, to be provided for in the Finishing Plans. The number and location of washrooms, including those meeting accessibility requirements, will depend on how the Social Facility Space is divided and the uses of the units. If the building code requires more than one washroom the Owner at his sole cost shall provide the required washrooms for each unit, as well as a janitorial closet, kitchen and any other requirement is needed by the City for the proposed use. The Owner will also provide to the Social Facility Space that may be designed for a restaurant or fast food operation the required sanitation sinks and grease traps to meet the health and safety requirements. The Owner at their sole cost shall install a minimum of one (1) water check within the Social Facility Space.
EXHAUST SYSTEM:	The Owner at his sole cost will provide the necessary exhaust system to accommodate the use of the Social Facility Space as shown in the Finishing Plans.

Exhaust system unit or related duct work to the Social Facility Space from the main exhaust duct line will be connected and distributed by the Owner at Owner's expense.

MECHANICAL SYSTEM :

The Owner shall, at his sole cost, install an energy efficient heating and cooling system to provide year round heating and cooling at cooling capacity of approximately 1 ton/250 sq. ft. of purchased premises or as otherwise may be required by the City. Mechanical ventilation in compliance with Ontario building Code and best industry practice, including fresh air and exhaust air, from a central system will be ducted and distributed to the Social Facility Space.

The Owner at his sole cost shall also provide the following:

- Full interior air distribution system and any additional cooling requirement over the Owner's provision of 1 ton/250 sq. ft.
- HVAC system installed to service the Social Facility Space shall be designed and constructed in such a manner to provide indoor air quality that complies with current ASHRAE standards.
- Any additional and /or special ventilation/ intake and exhaust system necessary for use of a Unit over the Owner's provision, including necessary equipment or the legal operation of a restaurant, fast food outlet, or any other operation that requires an air make-up unit.

ELETRICAL SYSTEM :

Electrical distribution including power panel, wiring, lighting fixtures, receptacles and wiring of HVAC equipment within the Social Facility Space shall be at the expense of the Owner. It is noted that some Social Facility Space may require a higher amperage to accommodate any freezer installations, if so, Owner shall provide the appropriate power as determined by the City's engineer.

For Restaurant – Owner will provide a 200 amp, 600 volt, 3 phase, 4 wire electrical service with a fused panel and disconnect switch in the restaurant. If additional power is required Owner shall provide at his sole expense this additional power requirement. Distribution and step down transformer shall be at Owner's expense.

For Fast Food - Owner will provide a 100 amp, 120/208 3 phase, 4 wire electrical service with a fused panel and disconnect switch in each unit. If additional power is required Owner shall provide at his sole expense this additional power requirement. Distribution and step down transformer shall be at Owner's expense.

For Retail Units - Owner will provide a 100 amp 120/208 3 phase wire, electrical service with a fused panel and disconnect switch in each unit up to 1,500 sq. ft. If additional power is required Owner

	shall provide at his sole expense this additional power requirement. Distribution and step down transformer shall be at Owner's expense. Electrical service for City's Units will be check metered and power consumption within the Units shall be City's expense.
GAS :	**For Restaurant/Fast Food Outlet –** Gas service for the City Unit(s) will be terminated inside the Social Facility Space in a location to be determined by the City, with a check meter, for connection by the City. All Fast Food Outlet Units and Restaurants shall use gas-fired equipment for cooking and gas consumption shall be at City's expense. Gas load for the Restaurant/Fast Food Outlet shall be confirmed by the City.
SPRINKLER SYSTEM :	Owner at his sole cost shall provide alternations to the basic sprinkler system such as drops, changes in location and additional sprinkler, required by the City's interior plans shall be performed by the Owner's approved Contractor at the Owner's expense. The City will coordinate with the Owner the design of its lighting, ceiling, profiles and interior partition layout to accommodate this sprinkler system.
COMMUNICATIONS:	One 1" empty conduit will be provided from telephone room to the Social Facility Space.