

SERVICE AGREEMENT

DATED this 30th day of October 2019.

B E T W E E N

THE CADILLAC FAIRVIEW CORPORATION, as manager
(hereinafter collectively called the "**Owner**")

- and -

GREASE DUCKS MECHANICAL LTD.
(hereinafter called the "**Contractor**")

WHEREAS the Owner is owner and/or the manager of the properties set out in Schedule "A" (each a "**Property**", and collectively, the "**Properties**");

AND WHEREAS the Owner wishes to contract out **kitchen exhaust systems services**, the Property and the Contractor has agreed to perform such work;

NOW THEREFORE for good and valuable consideration, the Owner and the Contractor agree as follows:

1. **SERVICES:** The Contractor hereby undertakes to provide all labour, materials, products, equipment and services (collectively, the "**Services**") required to carry out, in good and workmanlike manner and to the complete satisfaction of the Owner, **kitchen exhaust systems services** in accordance with the terms and conditions of this Agreement and the specifications attached hereto as Schedule "C" (the "**Specifications**"), for the Properties.
2. **FEES:** In consideration of the performance by the Contractor of its obligations under this Agreement, the Owner undertakes to pay to the Contractor the fees set out in Schedule "B", plus all federal, provincial, municipal and other governmental taxes, subject to adjustments only as provided in this Agreement.
3. **TERM:** This Agreement shall commence at 12:01 a.m. on November 1, 2019 and expire at 11:59 p.m. on October 31, 2022 (the "**Term**"), unless sooner terminated pursuant to the terms of this Agreement.
- 3A. **EXTENSION OF TERM:** The Owner shall have the right to extend the Term of this Agreement upon at least thirty (30) days' prior written notice to the Contractor, for a further period of one, one (1) year upon the same terms and conditions as set out herein, except as otherwise set out in Schedule "B" and save and except that there shall be no further right of extension or renewal.
4. **SCHEDULES:** The following Schedules are attached hereto and form part of this Agreement:
Schedule "A"- Properties
Schedule "B" – Pricing
Schedule "C" – Service Specifications
Schedule "D" – ContractorCheck
5. **ENTIRE AGREEMENT:** This Agreement and any documents incorporated by reference herein constitute the entire agreement between the parties pertaining to the subject matter

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

6. **REMEDIES CUMULATIVE:** The duties and obligations imposed by this Agreement and the rights and remedies available thereunder shall be in addition to and not a limitation of any duties, obligations, rights and remedies otherwise imposed or available by law.
7. **NO WAIVER:** No action or failure to act by the Owner or Contractor shall constitute a waiver of any right or duty afforded any of them under this Agreement, nor shall any such action or failure to act constitute an approval of or acquiescence in any breach thereunder, except as may be specifically agreed in writing.
8. **NOTICES:** Any notice required to be given under this Agreement shall be given in writing at the address hereinafter mentioned (or at such other address as one party may notify in writing the other party), and shall be deemed to have been given either at the time of personal delivery to the addresses or on the business day following delivery by facsimile, or forty-eight (48) hours following mailing thereof by registered mail.

NOTICE TO OWNER:

The Cadillac Fairview Corporation Limited
Suite 910 – 609 Granville Street
Vancouver, BC
V7Y 1G5

Attention: General Manager
Telephone: 604-688-7236
Facsimile: 604-688-0394

NOTICE TO CONTRACTOR

Grease Ducks Mechanical Ltd.
200-100 Park Royal
West Vancouver, BC
V7T 1A2

Attention: Alex Collins
Telephone: 604-628-8881
Facsimile: 604-628-8882

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

9. **LAWS:** This Agreement shall be construed and enforced in accordance with the laws of the province in which the Property is located and the federal laws of Canada applicable therein.
10. **TRANSFERS:**
 - (a) It is expressly understood and agreed that this Agreement is personal to the Contractor and that the Contractor shall have no right to assign, pledge or

otherwise transfer (individually and collectively, “**Transfer**”) its interest in this Agreement or this Agreement or any portion thereof, either voluntarily or by operation of law, and that subject to Section 10(b), the Contractor shall not have any right to sublet, or subcontract or delegate any of the Services (but may subcontract portions of the Services in accordance with customary industry practice), without obtaining the Owner's prior written consent, which consent may be arbitrarily or unreasonably withheld. In the event of any Transfer consented to by the Owner, and in the event of a Transfer under Section 10(b), the transferee will execute an agreement directly with the Owner agreeing to be bound by this Agreement as if the transferee had originally executed this Agreement as Contractor but the Contractor will remain jointly and severally responsible with the transferee for the fulfilment of all obligations of the Contractor under this Agreement during the remainder of the Term and any renewal or extension thereof. The Contractor will execute any documents reasonably required by the Owner giving effect to the foregoing.

- (b) Notwithstanding anything to the contrary contained in Section 10(a), so long as the Contractor is **Grease Ducks Mechanical Ltd.** and has not failed or neglected to remedy or commence to remedy any default or breach of its obligations as set out in this Agreement after notice and within the times as set forth in this Agreement, the Contractor shall have the right, without the consent of the Owner, but upon prior written notice to the Owner, to assign this Agreement or undergo a change in effective voting control of the Contractor in favour of a corporation which is a holding body corporate, a subsidiary body corporate or an affiliate of **Grease Ducks Mechanical Ltd.**, (within the meaning of the *Canada Business Corporations Act*), but only so long as such holding body corporate, subsidiary body corporate or affiliate remains a holding body corporate, subsidiary body corporate or affiliate (as the case may be), of **Grease Ducks Mechanical Ltd.**.
- (c) The Owner may assign, transfer, pledge or otherwise deal with this Agreement in whole or in part upon written notice to the Contractor. Upon a transferee of this Agreement or any part thereof assuming the obligations of the Owner under this Agreement, or any part thereof, the Owner will be released automatically in respect of the performance of any obligation of the Owner that is to be performed by the transferee from and after the date of such Transfer.

11. **INSURANCE:** The Contractor shall, at its expense, obtain and maintain in force throughout the Term of this Agreement, and any extensions or renewals thereof, insurance in adequate amounts for all risks normally insured against by someone performing work like the Services. Without limiting the foregoing, such insurance shall include:

- (a) Insurance upon property of every description and kind owned by the Contractor or for which the Contractor is responsible to the full replacement value thereof;
- (b) Comprehensive General Liability Insurance on an "occurrence basis" with inclusive limits of five million dollars (\$5,000,000.00), including personal and bodily injury, property damage, contractual liability, contingent employer's liability and owner's and contractor's protective insurance coverage. Such policies shall contain a cross-liability clause, a severability of interest clause, and shall be primary;

- (c) Employee Dishonesty Insurance in the form of a commercial blanket bond with a limit of \$50,000;
- (d) Workers compensation insurance; and
- (e) Standard owner's form Automobile Insurance policy, providing third party liability insurance with five million dollars (\$5,000,000.00) inclusive limits, covering all licensed vehicles owned or operated by or on behalf of the Contractor.

All required insurance policies shall be in form and with insurers acceptable to the Owner. The Contractor shall provide satisfactory evidence of required insurance before commencement of the Services and from time to time thereafter within five (5) business days of the Owner's request therefore. All policies shall name the Owner and any persons, firms, or corporations as the Owner may reasonably require, as additional insureds as their interests may appear and shall be endorsed to require the giving to the Owner of thirty (30) days' prior written notice by registered mail of any cancellation or material change. All policies shall contain a waiver of any rights of subrogation against the Owner and each of the Released Persons (as defined below).

12. **RELEASE AND INDEMNITY:**

- (a) In this Agreement, "Released Person" means the Owner, all and any of the leasehold, freehold or other owners of the Properties, every mortgagee, chargee, secured lender or other entity with a secured financial interest in the Properties, and the officers, directors, employees, agents, and contractors of each of the entities mentioned in this sentence. For the purpose solely of any release, exculpatory provision, or indemnity provided for in this Agreement, the Owner acts as agent or trustee for each of the Released Persons with the intent that each Released Person may enforce the benefit of each release, exculpatory clause, or indemnity, as the case may be, against the Contractor and the Contractor's insurers.
- (b) The Contractor hereby acknowledges and accepts all risks arising from any occurrence occasioned, whether in whole or in part and whether directly or indirectly, by any act or omission of the Contractor and/or those for whom it is in law responsible.
- (c) The Contractor releases each and every Released Person from all claims in respect of any death or injury to persons or for any loss or damage of or to the property of the Contractor or of others regardless of how caused (including theft), and whether or not any such death, injury, loss or damage results from the negligence of any Released Person which are occasioned or in any way arise from the performance of the Services by the Contractor. Without limiting the general nature of this release, no Released Person will be responsible or liable for any death or injury to persons or loss or damage to property resulting from fire, explosion, falling plaster, steam gas, electricity, water, rain or snow, leaks of appliances, or leaks from the plumbing works, or from the roof, street or subsurface or from any other place or by dampness, or from any environmental hazard, pollutant, or contaminant. All property of the Contractor kept or stored in the Properties will be so kept or stored at the sole risk of the Contractor.
- (d) The Contractor shall indemnify each of the Released Persons and save each of them harmless from and against any and all loss, costs, expenses, claims, actions, damages, liabilities and expenses in connection with loss of life, personal injury or

damage to property arising from or out of any breach of this Agreement by the Contractor, any act or omission of the Contractor, its agents or employees, or any occurrence that takes place arising out of the performance by the Contractor of its obligations under this Agreement. In case the Owner, or any other Released Person, through no fault of its own, shall be made a party to any litigation commenced by or against the Contractor, the Contractor shall protect and hold harmless the Owner and any other Released Person and shall pay all costs, expenses and reasonable legal fees incurred or paid by the Owner or any other Released Person in connection with such litigation. The Released Person may, at its option, participate in or assume carriage of any litigation or settlement discussions relating to the foregoing, or any other matter for which the Contractor is required to indemnify the Released Person under this Agreement. Alternatively, the Released Person may require the Contractor to assume carriage of and responsibility for all or any part of such litigation or discussions. The indemnities contained herein shall not be prejudiced by and shall survive expiry or termination of this Agreement.

13. PERFORMANCE OF SERVICES:

- (a) The Contractor is an independent service provider and is not an employee of, partner of, or in a joint venture with the Owner. Neither the Contractor nor any proprietors, partners, officers, directors, employees, and agents of the Contractor (the "Contractor's Personnel") are entitled to any benefits which the Owner gives or is required to give to its employees.
- (b) The Contractor shall employ such trained, skilled and efficient personnel as required to perform the Services; shall ensure that they are dressed in clean uniforms, supplied at the Contractor's cost, bearing the Contractor's name or insignia; shall supervise their work at all times; shall be solely responsible for all taxes, premiums, levies, charges and costs in respect of its personnel under any income tax, employment standards, labour relations, privacy, workers' compensation or any other enactment concerning its engagement of personnel; and shall supply the Owner with current personnel lists, showing the names, and addresses of the Contractor's Personnel and any changes as they occur. The Contractor shall promptly replace any personnel whose performance or conduct the Owner, in its sole opinion, regards as unsatisfactory. The Contractor assumes the responsibility for assuring that its working forces are compatible with other forces at the Properties and is responsible for making itself aware of those forces. The Contractor acknowledges that the Owner or others may employ non-union labour or may employ employees in the executing of work on or in the Properties.
- (c) The Contractor warrants that the Services shall be performed with due care and diligence, in a first class manner and with regard to the health and safety of the building occupants or any other person; that all materials, products and equipment used in performing the Services shall be of first class quality and as specified by the Owner; that all machinery and equipment used in performing the Services shall be provided by the Contractor and maintained by it in good repair; that all such materials, products, machinery and equipment shall be tidily and safely stored when not in use; that all rubbish and debris created in the performance of the Services shall be promptly removed from the subject location; and that all of the foregoing shall be at the Contractor's expense. In performing the Services, the Contractor shall not commit any damage to the

Properties or interfere with, disturb or annoy any tenant or occupant of the Properties or their business or their invitees.

(d) The Contractor hereby agrees to report to the Owner in conjunction with the Owner's annual reporting requirements any and all circumstances where opportunities exist for environmental sustainability (green) improvements, including with respect to products, equipment, Contractor practices, power savings or improved operating efficiencies through equipment changes.

14. **COMPLIANCE WITH LAWS:** The Contractor represents that it has complied, and shall continue at its expense to comply, with all local, municipal, regional, provincial and federal by-laws, statutes, rules, regulations, standards and other enactments applicable to the performance of the Services, and shall ensure that the Contractor's Personnel comply with the rules and regulations applicable to the Properties. The Contractor shall maintain whatever permits or licences are required, and will provide the Owner with copies thereof upon request. The Contractor undertakes to comply with all applicable federal and provincial privacy legislation in effect from time to time in the performance of the Services and it shall cause its officers, directors, and employees to abide by such legislation in the performance of their duties hereunder. The Contractor shall be responsible for and shall indemnify the Owner for any breach of this provision by it or any of the Contractor's Personnel.

15. **HEALTH AND SAFETY:** The Contractor is solely responsible for the health and safety of all of the Contractor's Personnel and for ensuring the continued safe conditions in the Properties in connection with the Services. The Contractor shall at all times comply with all applicable federal, provincial and local laws, rules, regulations, notices and orders including, but not limited to, those respecting occupational health and safety, employment standards, workers' compensation and the safe condition of the Properties, workplace harassment or violence and any licensing, bonding, and permanent requirements in connection with the Services. All of the Contractor's Personnel shall at all times during the Term be fully trained in accordance with the Workplace Hazardous Material Information System ("WHMIS") and all materials and supplies used by the Contractor's Personnel shall be used, handled, stored, otherwise dealt with and properly labelled in accordance with WHMIS and the Owner's environmental policies regarding use, handling, storage and disposal of hazardous materials.

16. **ENVIRONMENTAL:** The Contractor shall at all times comply with all federal, provincial and local laws, rules, regulations, notices and orders respecting environmental matters and shall obtain and maintain all necessary permits, licences or approvals required by such environmental laws and requirements to perform Services. The Contractor shall be solely responsible for any environmental contamination or release which it causes or contributes to at the Properties or any adjacent or nearby property. Upon completion of the Services, the Contractor shall remove all of its materials and supplies from the Properties, including any chemicals or other products or waste owned by the Contractor which is left over after completion of the Services. The Contractor agrees to comply with any requests by the Owner to inspect, review documents or otherwise check that the Contractor has complied with this clause of the Agreement.

17. **STORAGE OF MATERIALS AND EQUIPMENT:** Any material and equipment stored by the Contractor at the Property is stored at the Contractor's sole risk and the Contractor hereby releases the Released Persons from any liability for damage, theft or other loss with respect thereto.

18. **INSPECTION BY OWNER:** The Owner shall have the right at any time to inspect the Services, with the Contractor, at various stages while the Services are being undertaken.
19. **SET OFF:** Without limiting the Owner's remedies for any breach of this Agreement by the Contractor, the Owner shall be entitled to set off, against any amount otherwise payable to the Contractor, the cost of any insurance premium paid by the Owner pursuant to Section 11, the amount of any indemnity claim under Sections 12 or 14 and the cost of any substituted performance under Section 22.
20. **LIENS:** The Contractor waives any statutory or other rights which it may have to claim a mechanic's or construction lien against all or part of the Property as a result of any work performed under this Agreement. Upon the Owner's written request, the Contractor shall deliver to the Owner, before commencing the Services, a clearance certificate under any workers' compensation legislation in the province(s) in which the Properties are located so as to ensure that none of the Properties are affected by any lien arising in respect of unpaid assessments or amounts owed by the Contractor under any such worker's compensation legislation.
21. **DEFAULT BY CONTRACTOR:**
 - (a) If any of the following occur, the Owner may terminate, at the Owner's sole and unfettered discretion, either: (i) this Agreement in its entirety; or (ii) this Agreement with respect to one or more Properties only; and all rights granted hereunder with respect to this Agreement or the terminated Properties, as applicable, effective immediately by notice in writing to the Contractor:
 - i. If the Contractor makes an assignment in bankruptcy or a petition is filed against the Contractor under any applicable insolvency legislation; Contractor is declared or adjudicated bankrupt or takes the benefit of legislation for the benefit of deletion; if a liquidator, trustee in bankruptcy, custodian, receiver, receiver and manager, monitor, administrator or any other person or entity with similar powers shall be appointed of or for the Contractor or any of its property; or Contractor commits any act of bankruptcy or proceedings are instituted to adjudge the Contractor bankrupt;
 - ii. If the Contractor assigns or otherwise Transfers its interest in this Agreement or any portion thereof or sublets, or subcontracts or delegates all or any portion of the Services without obtaining the Owner's consent in accordance with this Agreement;
 - iii. If the activities of the Contractor pose a threat to the health or safety of the Owner, the occupants of any of the Properties or the general public or endanger the safety or integrity of any of the Properties;
 - iv. If the Contractor breaches any term, condition or obligation of this Agreement and fails to diligently commence to remedy such breach within forty-eighty (48) hours written notice to the Contractor of such breach (or such shorter notice as may be appropriate in the case of a real or apprehended emergency);

- v. Notwithstanding Contractor having diligently commenced to remedy a breach in accordance with Section 21(a)(iv) above, if the Contractor breaches any term, condition or obligation of this Agreement and fails to remedy such breach to the full satisfaction of the Owner within twenty (20) days' written notice to the Contractor of such breach (or such shorter notice as may be appropriate in the case of a real or apprehended emergency);
- vi. If the Contractor has breached any term, condition, or obligation under this Agreement three (3) times or more within any twelve (12) month period, regardless whether such breaches were cured in accordance with this Section, such third (or subsequent) breach will constitute a separate default under this Agreement that cannot be cured and the Owner may terminate this Agreement immediately upon the occurrence of such third (or subsequent) breach;
- vii. If the Contractor is unable to adequately staff the site due to any dispute or strike action;
- viii. If Contractor abandons the Services without prior notice to the Owner.

(b) Notwithstanding anything in this Agreement, the Owner may terminate, at the Owner's sole and unfettered discretion, this Agreement, without penalty, upon thirty (30) days' prior notice to the Contractor, in its entirety or in respect of any particular Property.

(c) All amounts payable by the Owner under this Agreement shall be adjusted as of the date of termination.

- i. If the Owner terminates this Agreement, either in its entirety or with respect to certain Properties only, pursuant to this Section 21.
- ii. In the event of termination of this Agreement, the Owner may, at its option, elect to use another company to restore the equipment to the standards set out in the Specifications and to charge the cost of this to the Contractor.
- iii. In the event this Agreement is terminated with respect to one or more Properties only, the fees payable to the Contractor hereunder shall be adjusted by removing the fees payable with respect to such Properties only (as set out on Schedule "B" of this Agreement) and all other terms and conditions of this Agreement shall remain in force, unamended, with respect to the remaining Properties, as applicable. For greater certainty, the Contractor shall not be eligible for any additional reduction in fees for volume or economy of scale considerations as the result of the Agreement being termination with respect to one or more units or Properties only.

22. **SUBSTITUTED PERFORMANCE.** Notwithstanding the Owner's right to terminate in Section 21 above, if the Contractor fails to do anything it is required under this Agreement to do, the Owner may, but shall not be required to, do such things or have it done by someone else at the cost of the Contractor and the Owner's cost of doing so will be deducted from the consideration payable under this Agreement or, where that consideration has already been paid, will be paid to the Owner within twenty (20) days after demand. In addition, the Owner reserves the right to

withhold payment in the event of non-performance of the Services by the Contractor or to pay only for that portion of the Services that have been executed.

23. **DEFAULT BY OWNER:** In the event that the Owner fails to make payments to the Contractor when due (other than as a result of amounts genuinely in dispute or as a result of the Owner exercising its set-off rights under this Agreement), the Contractor will be entitled to suspend and/or terminate this Agreement in whole or in respect of any particular Property upon providing the Owner with ninety (90) days' prior written notice. In the event the Contractor brings an action against the Owner for payment of the outstanding balance due, the Contractor will be entitled to interest on the unpaid amount at the rate of two percent (2%) in excess of the prime rate of interest charged by The Toronto-Dominion Bank at Toronto on Canadian dollar demand loans to its commercial customers, together with the Contractor's reasonable costs associated with collecting the outstanding balance.

24. **ADDITIONAL PROPERTIES AND EQUIPMENT:** Upon thirty (30) days' prior written notice to the Contractor, the Owner shall have the right to extend the Services to additional properties, without limitation, on the same terms at the same rates as set out in Schedule "B".

25. **DIRECTION BY MANAGER:** The Contractor will abide by and will ensure that each of the Contractor's Personnel abides by the directives issued by the manager of the Property from time to time concerning, without limitation, deliveries of equipment, machinery and materials, restricted access areas and other access routes, use of utilities and anything else that pertains to the operation of the Property or the provision of Services under this Agreement.

26. **REPRESENTATIONS AND WARRANTIES:** The Contractor acknowledges that were it not for the representations and warranties of the Contractor which are set out in this Agreement and in Schedule D attached hereto, the Owner would not have entered into this Agreement.

27. **FORCE MAJEURE:** Except arising from financial inability, if the performance of this Agreement is interfered with, in whole or in part, by circumstances beyond the reasonable control of either party including, without limitation: fire, explosion, power failure, acts of God, war, revolution, civil commotion, actions of public enemies, law, order, regulation, ordinance or requirement of any government or its representative or legal body having jurisdiction, or labour unrest such as strikes, slowdowns, picketing or boycotts, then the party affected shall be excused from such performance on a day-by-day basis to the extent that such party's obligations relate to the performance so interfered with; provided that the party so affected shall use commercially reasonable efforts to expeditiously remove such causes of non-performance.

28. **CONFLICT:** In the event of any conflict between the provisions of this Agreement and the Specifications attached hereto as Schedule "C", the provisions of this Agreement shall apply.

29. **ENUREMENT:** The provisions of this Agreement enure to the benefit of and are binding upon the parties hereto, the successors and assigns of the Owner and the permitted successors and permitted assigns of the Contractor.

30. **HEADINGS:** The section headings are inserted for convenience of reference only and are not to be considered when interpreting this Agreement.

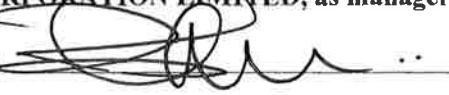
31. **LANGUAGE:** The parties hereto have required that this Agreement be drawn in the English language only. Les parties présentes ont exigé que la présente entente soit rédigée en langue anglaise seulement.

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

IN WITNESS WHEREOF, the parties hereto have executed this Agreement under the hands of their proper signing officers, duly authorized in that regard.

OWNER:

THE CADILLAC FAIRVIEW
CORPORATION LIMITED, as manager

By: 

By: 

I/We have authority to bind the corporation.

CONTRACTOR:

GREASE DUCKS MECHANICAL LTD.

By: 

By: 

I/We have authority to bind the corporation.

Schedule "A"

Properties

Pacific Centre Mall located at 701 W. Georgia Street, Vancouver B.C.

Schedule "B"

Pricing

Fees: The Owner will pay the following fees to the Contractor upon completion of the performance of Services:

The fees payable to the Contractor shall remain fixed for the Term without escalation. No extra fees will apply unless clearly identified in this schedule.

Extra Fees: At the request of the Owner, the Contractor will provide the Owner with such evidence as may be reasonably required by the Owner substantiating the costs and charges incurred in respect of labour, materials and services in connection with the extra fees.

UV Hood, Vent & Duct Maintenance:

	Frequency	Per Service Cost	Total Annual Cost – Year 1 & 2	Total Annual Cost – Year 3
Common Duct				
Vent Inspection and Duct Cleaning	4/Year	\$1,100.00	\$4,400.00	\$4620.00
Fire Suppression Testing	2/Year	\$250.00	\$500.00	\$525.00
Total Annual Cost			\$4,900.00	\$5145.00
Vina				
UV Hood Maintenance, vent & duct inspect/clean x3	4/Year	\$537.50	\$2,150.00	\$2257.50
Full UV Bulb change during above x1	1/Year	\$948.00	\$948.00	\$995.40
Fire Suppression Testing	2/Year	\$125.00	\$250.00	\$262.50
Drain Line Cleaning from tenant suite to grease trap	2/Year	\$250.00	\$500.00	\$525.00
Total Annual Cost			\$3,848.00	\$4040.40
Umi Sushi				
UV Hood Maintenance, vent & duct inspect/clean x3	4/Year	\$537.50	\$2,150.00	\$2257.50
Full UV Bulb change during above x1	1/Year	\$948.00	\$948.00	\$995.40
Fire Suppression Testing	2/Year	\$125.00	\$250.00	\$262.50
Drain Line Cleaning from tenant suite to grease trap	2/Year	\$250.00	\$500.00	\$525.00
Total Annual Cost			\$3,848.00	\$4040.40
Flaming Wok				
UV Hood Maintenance, vent & duct inspect/clean x3	4/Year	\$537.50	\$2,150.00	\$2257.50
Full UV Bulb change during above x1	1/Year	\$948.00	\$948.00	\$995.40
Fire Suppression Testing	2/Year	\$125.00	\$250.00	\$262.50
Drain Line Cleaning from tenant suite to grease trap	2/Year	\$250.00	\$500.00	\$525.00
Total Annual Cost			\$3,848.00	\$4040.40
New York Fries				
UV Hood Maintenance, vent & duct inspect/clean x3	4/Year	\$537.50	\$2,150.00	\$2257.50
Full UV Bulb change during above x1	1/Year	\$948.00	\$948.00	\$995.40
Fire Suppression Testing	2/Year	\$125.00	\$250.00	\$262.50
Drain Line Cleaning from tenant suite to grease trap	2/Year	\$250.00	\$500.00	\$525.00
Total Annual Cost			\$3,848.00	\$4040.40

Thai Express				
UV Hood Maintenance, vent & duct inspect/clean x3	4/Year	\$537.50	\$2,150.00	\$2257.50
Full UV Bulb change during above x1	1/Year	\$948.00	\$948.00	\$995.40
Fire Suppression Testing	2/Year	\$125.00	\$250.00	\$262.50
Drain Line Cleaning from tenant suite to grease trap	2/Year	\$250.00	\$500.00	\$525.00
Total Annual Cost			\$3,848.00	\$4040.40
Edo Japan				
UV Hood Maintenance, vent & duct inspect/clean x3	4/Year	\$537.50	\$2,150.00	\$2257.50
Full UV Bulb change during above x1	1/Year	\$948.00	\$948.00	\$995.40
Fire Suppression Testing	2/Year	\$125.00	\$250.00	\$262.50
Drain Line Cleaning from tenant suite to grease trap	2/Year	\$250.00	\$500.00	\$525.00
Total Annual Cost			\$3,848.00	\$4040.40
Taco Time				
UV Hood Maintenance, vent & duct inspect/clean x3	4/Year	\$537.50	\$2,150.00	\$2257.50
Full UV Bulb change during above x1	1/Year	\$948.00	\$948.00	\$995.40
Fire Suppression Testing	2/Year	\$125.00	\$250.00	\$262.50
Drain Line Cleaning from tenant suite to grease trap	2/Year	\$250.00	\$500.00	\$525.00
Total Annual Cost			\$3,848.00	\$4040.40
La Prep (No UV, Just hood)				
Hood Maintenance, vent & duct inspect/clean	4/Year	\$537.50	\$2,150.00	\$2257.50
Fire Suppression Testing	2/Year	\$125.00	\$250.00	\$262.50
Drain Line Cleaning from tenant suite to grease trap	2/Year	\$250.00	\$500.00	\$525.00
Total Annual Cost			\$2,900.00	\$3045.00
Opa Souvlaki				
UV Hood Maintenance, vent & duct inspect/clean x3	4/Year	\$537.50	\$2,150.00	\$2257.50
Full UV Bulb change during above x1	1/Year	\$948.00	\$948.00	\$995.40
Fire Suppression Testing	2/Year	\$125.00	\$250.00	\$262.50
Drain Line Cleaning from tenant suite to grease trap	2/Year	\$250.00	\$500.00	\$525.00
Total Annual Cost			\$3,848.00	\$4040.40
A&W				
UV Hood Maintenance, vent & duct inspect/clean x3	4/Year	\$537.50	\$2,150.00	\$2257.50
Full UV Bulb change during above x1	1/Year	\$948.00	\$948.00	\$995.40
Fire Suppression Testing	2/Year	\$125.00	\$250.00	\$262.50
Drain Line Cleaning from tenant suite to grease trap	2/Year	\$250.00	\$500.00	\$525.00
Total Annual Cost			\$3,848.00	\$4040.40
Chachi				
Drain Line Cleaning from tenant suite to grease trap	2/Year	\$187.50	\$375.00	\$393.75
Jugo Juice				
Drain Line Cleaning from tenant suite to grease trap	2/Year	\$187.50	\$375.00	\$393.75
Living Foods				
Drain Line Cleaning from tenant suite to grease trap	2/Year	\$187.50	\$375.00	\$393.75
DQ				
Drain Line Cleaning from tenant suite to grease trap	2/Year	\$187.50	\$375.00	\$393.75
Hula				
Drain Line Cleaning from tenant suite to grease trap	2/Year	\$187.50	\$375.00	\$393.75

Grease Trap Cleaning:

Equipment	Cost per Service	Frequency	Total Annual Cost -Year 1 & 2	Total Annual Cost -Year 3
4 traps in P1	\$1300.00	5/Year (approx.. every 10 weeks)	\$6500.00	\$6825.00

On-Demand Services and Material/Other Rates:

1. Hood cleaning - \$400 per service
2. Duct cleaning - \$400 per service
3. Bulb replacements, labour only- \$250 per tenant, per service plus the cost of each bulb(s)
4. UV Bulbs – Short KVE - \$79.00 each
5. UV Bulbs – Long KVE - \$89.00 each
6. Fusible links - \$17.00 each
7. Foils - \$5.00 each
8. Truck charges - \$35.00 per service

Labour Rates:

1. Regular hours, Monday to Friday 8 am to 4 pm - \$125.00/hour
2. Overtime rates, Monday to Friday, after 4 pm - \$190.00/hour
3. Evening rate (for 8 hour shift) - \$125.00/hour

GREASE TRAP EQUIPMENT:

Tag No.	GI-1	GI-2	GI-3	GI-4
Manufacturer	Watts	Watts	Watts	Watts
Description	Floor mounted steel grease interceptor			
Model	GI-500-K	GI-400-K	GI-250-K	GI-250K
Capacity (GPM)	500	400	250	250
Inlet/Outlet Size	5"	5"	4"	4"
Dimensions (WxLxD)	91"x60"x63"	63"x55"x52"	52"x34"x45"	52"x34"x45"

SUMMARY OF UV SYSTEMS:

Tenant	No. of KVE short pods	No. of KVE long pods	No. of double KVE short pods
Flaming Wok	1	2	0
Umi Sushi	1	0	0
Vina	1	1	0
New York Fries	0	1	0
Thai Express	3	0	0
Edo Japan	1	0	2
Taco Time	0	1	0
Opa	0	1	0
A&W	2	0	0

Schedule "C"

Service Specifications

General Specifications:

The kitchen exhaust system – inspection, cleaning and maintenance services shall consist of a complete, regularly scheduled program for all disciplines required for the inspection, cleaning and maintenance of all components related to the kitchen exhaust systems as identified in this Agreement.

1. The Contractor shall possess sufficient equipment and competent personnel to provide the services throughout the entire Term. Furthermore, where expertise outside of the Contractor's skill-set is required the Contractor shall have established good working relationships with competent, qualified and certified company or person(s) acceptable to the authority having jurisdiction in The Province of British Columbia to perform those services.
2. In the event a tenant is not satisfied with the performance of the Contractor or any sub-contractor(s) used to complete the services required the Contractor shall first have the services remedied at no additional cost to the tenant or the Owner.
3. The Contractor shall furnish all labour, tools, associated materials and equipment to provide kitchen exhaust cleaning and maintenance services.
4. The use of all forms of tobacco products are prohibited on the property. Furthermore, smoking or vaping of tobacco or cannabis products are not permitted on the property. Smoking includes the use of cigarettes, electronic cigarettes, or any other related device. This applies to all indoor and outdoor spaces on the property including, but not limited to: the building, roofs, patios, entrances, walk-ways, loading bay, and parkade.

There is a zero-tolerance to this policy and the Contractor shall be required to remove any worker who violates these rules, or any worker who manifests evidence of alcohol or drug use.

5. The Contractor's employees and any sub-contractors shall be skilled and certified in the tasks to which they are assigned. The Corporation reserves the right to require the Contractor to remove or reassign a Contractor employee(s) or sub-contractor (s) from the Corporation's properties. The reason for the request may include but are not limited to: poor work performance, incompetence, carelessness, disruptive or otherwise objectionable behaviour.
6. The Contractor's employees shall maintain a neat and clean appearance at all times and must be readily identified as employees of the company i.e. uniforms, shirts, etc.
7. The Contractor's employees are expected to respond to the public and any building occupants in a respectable and courteous manner.
8. The Contractor's employees are expected to follow and abide by all security policies and protocols of the property as set out by the Owner, including signing in/signing out with Security at the start/completion of services. Failure to sign in properly with Security may result in the Contractor's employees being removed from site.
9. Before attending to the Property to perform the services, other than emergency call-outs by the Owner, the Contractor shall provide 48 hours-notice to CF Connect with a request to attend to site to perform the services (Who, What, Where & Why).

10. The Contractor shall be notified by the Owner's Representative for any services that lapse and the Contractor shall have Thirty (30) days to remedy.
11. The Contractor's employees are expected to perform all services in a manner that is not disruptive, nor noisy to the occupants working in the vicinity.

Kitchen Exhaust Systems – Inspection, Cleaning and Maintenance Services:

The hood and duct services required through the Term shall include all hoods, all connecting duct work, ecologizers, all common ductwork for the mall servicing the food court, all dampers and filters to and including each exhaust fan and shall be performed in strict accordance with NFPA 96 requirements.

1. The Contractor shall coordinate all aspects of the work required for each visit and perform or have performed by a qualified sub-contractor, the following tasks for the kitchen exhaust system based on the frequency required as set out in the NFPA 96 requirements.

UV Hood and Bulb Inspection and Maintenance:

To be performed quarterly:

1. Clean all UV lamps and replace any that are burnt out or have reached their maximum of 10,000 hours of operation.
2. At least once per year, replace all UV bulbs during the quarterly inspection and maintenance.
3. Wipe down and clean the inside of the hood to allow for full reflection and proper operation of the hood.
4. Inspect ductwork at outlet of hood to ensure cleanliness of hood and ensure there is no grease build-up
5. Upon inspection, if the exhaust system is found to be contaminated with deposits from grease-laden vapors, the Contractor shall arrange to have it cleaned within One (1) week.
6. Check communications between control panels and hoods to ensure everything is operating as designed and rectify any issues identified.
7. Ensure all bulbs and controls are working properly
8. Reset controller for next 1600 hour inspection
9. Check all voltage and amperage
10. Connect MARVEL computer to system and verify the following:
 - a) Infra-red sensor voltage
 - b) Check all temperature sensors for calibration
 - c) Test the operation of all exhaust variable air volume (VAV) dampers
 - d) Clean IR sensors and check aim
 - e) Check complete system communication and operation

Duct Inspection and Cleaning:

To be performed semi-annually:

1. At the start of the cleaning process, electrical switches that could be activated accidentally shall be locked out.
2. Components of the fire suppression system shall not be rendered inoperable during the cleaning process.
3. Fire-extinguishing systems shall be permitted to be rendered inoperable during the cleaning process where serviced by properly trained and qualified persons.

4. Cleaning chemicals shall not be applied on fusible links or other detection devices of the automatic extinguishing system.
5. Disassemble, clean, and degrease hoods, including hood filter tracts, grease troughs, and removable grease cups
6. Removal of roof and/or wall mounted fans from ductwork to degrease the base, shroud, and blades
7. Inspecting exhaust fans for loose or worn out fan belts
8. Cleaning and degreasing all hood filters, hood parts and accessories, and replacing if necessary.
9. Clean all dampers and diffusers
10. Cleaning all accessible parts of ductwork from exhaust fans to each individual hood
11. Thoroughly cleaning all affected areas to ensure all foreign matter is removed and ducts are cleaned to bare metal.
12. After the exhaust system is cleaned it shall not be coated with powder or other substance.
13. Dampers and diffusers shall be positioned for proper air-flow
14. When cleaning procedures are completed, all electrical switches and system components shall be returned to an operable state.
15. When cleaning procedures are completed, all access panels, doors and cover plates shall be restored to their normal operational condition.
16. Provide a complete, detailed written report of all work performed, and deficiencies in the exhaust system, and recommendations for addressing any problems.
Additionally, the report should specify areas that were inaccessible or not cleaned.
17. Attach a certificate showing company name, person performing the work, and date of cleaning, to each hood cleaned
18. All internal components of the kitchen exhaust systems shall be cleaned using a product that creates no EPA recordable waste by-products.
19. The material safety data sheet (“MSDS”) and other information on the cleaning product shall be provided for review by the Corporation before use.
20. When no “green” products are available, the Corporation shall be provided with disposal records of all waste by- products.
21. Furthermore, the Contractor will dispose of any by-product waste in accordance with all Provincial and Municipal regulations for waste disposal.
22. All methods used shall incorporate the use of non-hazardous bio degradable degreasers, scraping, scrubbing and wiping to bare metal as the system allows.

Fire Suppression Inspection:

To be performed semi-annually:

1. During the Term of this Agreement the Contractor shall be aware of all jurisdictional regulations that govern this discipline with regards to ventilation control and fire protection of commercial cooking operations.

To be clear, the Contractor shall for all services related to fire extinguishing or suppression systems inspect each system to the enforceable edition of NFPA 96 and any further local or other regulatory acts that apply and may supersede the NFPA 96 within the jurisdiction the Services are being performed.

Service Calls:

On occasion, between regular inspections the Contractor may be called upon to address any concerns with the operations of the kitchen exhaust system.

1. The Contractor shall attend to the property for any service related call either generated by the Owner's Representative or by a tenant who has equipment being serviced under this Agreement.
2. The Owner's Representative shall notify the Contractor in the event an alarm is found on the main control panel and the Contractor shall attend to site within Twenty-four (24) hours to rectify the issue during operational or normal business hours.
3. Any costs related to additional services shall be provided at the rates specified in Schedule "B" of this Agreement

Grease Trap and Line Cleaning:

Grease trap and drain line flushing tasks shall be performed during normal operational hours unless conditions warrant other hours for performance. The Contractor shall perform the following tasks during each of the service visits for the grease trap cleaning.

The grease traps shall be cleaned Five (5) times per year, approximately every Ten (10) weeks and all drain lines in tenant suites shall be hydro flushed from the tenant suite to the grease trap on an annual basis.

1. The entire contents of the grease trap shall be inspected and pumped out using a portable, contained grease transport device. The entire contents of the grease trap shall be completely removed of all grease, refuse, dregs and water with the grease trap sides scraped, cleaned and washed.
2. The grease traps shall be inspected and totally pumped out with the trap left empty after servicing. All grease, refuse, dregs and water shall be removed/pumped with the trap sides and baffles scraped, cleaned and pressure washed during each service.
3. Remove the cleanout at the end of the grease trap and perform a visual inspection to check for any grease deposits/build-up inside the pipe.
4. Clean any greasy deposits from the piping and flush with hot soapy water before closing the cleanout.
5. Ensure any flow directing baffles inside the grease trap are properly replaced after each cleaning.
6. Under no circumstances shall the process of pumping and return of gray water to the grease traps be allowed.
7. Each quarter the Contractor shall hydro-flush all drain lines from each food court tenants to grease traps located in P1 below the food court.

Reporting:

After each planned service, the Contractor shall provide an in-depth report of all work completed noting any deficiencies, issues or recommendations found during the scheduled service visit.

1. Upon completing the cleaning of a tenant's exhaust system, the Contractor shall affix to each cleaned hood, a certificate showing the name of the company, the name of the person performing the work and the date of the cleaning.
2. Review any deficiencies with the tenant
3. Upon completion of inspections by the Contractor or a sub-contractor performing inspections for other disciplines, such as but not limited to, fire suppression
4. All service reports shall be issued within Seven (7) days of completion of each service and must be accompanied by quotations to rectify any unresolved deficiencies.

Emergency Services

1. In the event of an emergency, such as drain lines or grease traps becoming clogged with organic material (grease, fats, hair, or any other organic material), the Contractor shall respond and commence work to rectify the problem within Four (4) hours of notification, Twenty-four (24) hours per day, Seven (7) days per week, including weekends and holidays and will be reimbursed in accordance with Schedule "B" in this Agreement.
2. In the event the Contractor is unable to fulfill their obligation to perform emergency services for the Owner in the specified timeframe the Owner shall have the right to obtain services from another service provider. Any amounts owing to another service provider that are over and above what the Contractor would have charged based on the rates in this Agreement the Contractor shall reimburse the Owner for these amounts.
3. The Contractor shall respond to all emergency call-outs within One (1) hour during the Corporations operating hours of the food court and within Four (4) hours for all emergencies after hours.

Schedule “D”

ContractorCheck

The Contractor must maintain accreditation and be in good standing with ContractorCheck for the duration of the Contractor's obligations under contract with Cadillac Fairview.

