

SPECIALTY LEASING PROGRAMS

Thank you for your interest in the St. Vital Centre Specialty Leasing Program. The material enclosed will answer many of your questions regarding the Specialty Leasing Program at St. Vital Centre.

If you are just starting out, or if you are a small retailer who is looking for greater exposure, a cart at St. Vital Centre may be a great solution for you. The cart program offers minimum overhead with low start up costs in a highly successful location. The carts have high visibility; are attractive, and offer you and your product exposure to over 178,000 potential customers per week.

If you have an existing business and wish to expand your operation for greater exposure our opportunities for temporary kiosk, commercial displays, mall shows and in line stores may be a very viable solution for you.

In order to participate in any of the opportunities available in this program, please submit the following:

- ◆ Application form, including any additional information and/or a current business plan
- ◆ Picture(s) of previous set-ups
- ◆ Sketches of your merchandising plans
- ◆ Picture(s) or catalogues of your merchandise and percentage breakdown.
- ◆ A copy of your price list, product guarantee, returns policy and packaging.

We are always looking for new and original concepts to join our team of retailers at St. Vital Centre and we look forward to receiving your proposal.

Send your proposal to:

St. Vital Centre Management Office
86-1225 St. Mary's Road
Winnipeg, Manitoba
R2M 5E5

Attention: Cindy Shack – Specialty Leasing Manager
Fax #: (204) 257-2311
Email Address: cshack@20vic.com

ST. VITAL CENTRE

ST. VITAL CENTRE INFORMATION SHEET

Opening Date:	October 1979
Description:	933,577 square feet with 160 stores and services
Anchors:	The Bay – 122,002 square feet Sears – 131,713 square feet Wal-Mart – 159,285 square feet
Number of Retail Levels:	One
Hours of Operation:	Monday – Friday 10:00 a.m. – 9:30 p.m. Saturday 9:30 a.m. – 6:00 p.m. Sunday 11:00a.m. – 6:00 p.m.
Annual Traffic:	9 million customers
Parking:	4661 parking spaces
Location:	Located in Winnipeg, Manitoba at Bishop Grandin Blvd and St. Mary's Road.

ST. VITAL CENTRE

Does Your Product or Service Fit Our Brand?

St. Vital Centre is considered to be Winnipeg's premiere regional shopping centre for a number of reasons:

- St. Vital Centre attracts more than 9 million shoppers per year or an average of 178,000 shoppers per week.
- St. Vital Centre draws from an extensive trading area. Approximately two-thirds of Winnipeg's population lives within 10 kilometers of the Centre.

Trade Area Population	667,209
Primary Market	230,234
Secondary Market	189,994
Households	136,100
Average Household Income	\$70,000

- St. Vital Centre's Primary Market and its customers tend to be younger, better educated and have a higher than average income.
- The average customer is 25 to 44 years old, female.

A high quality product and professional presentation consistent with St. Vital Centre's image are essential elements. We ask that you spend some time planning your display – what types of props, fixtures, décor items, and what type of material and colour you will be using. Visual merchandising is one of the most important factors of your presentation. Specialty leasing relies heavily on impulse buying, and using themes to attract customers is vital to the bottom line of your business.

ST. VITAL CENTRE

CART INFORMATION

Number of Locations:	4
Maximum Kiosk Size:	10' long x 6' wide
Power & Phone:	15 amp 120 volt electrical Service One (1) 2-pair telephone cable Upgraded power and telephone services, if available, will be at Tenant's expense.
Insurance Required:	\$5,000,000 General Liability naming OPB Realty Inc., Ontario Pension Board and 20 Vic Management Inc. as additional named insureds.
Lease Term:	Minimum one (1) week and maximum of twelve (12) months.
Rental Rates:	Availability and rates upon requests.

Temporary Kiosks, Commercial Displays, Mall Shows, & In-Line Stores
Availability & rates upon requests

Holiday Kiosks and Displays – November and December
Limited Space Available. Please fill out the application form in this package and submit for review.

ST. VITAL CENTRE

SPECIALTY LEASING APPLICATION

Date:	
Tenant Legal Name:	
Tenant Trade Name:	
Tenant Legal Address:	
Home Address:	
Contact Person:	
Telephone Number:	
Cell Number:	
Home Number:	
Fax Number:	
e-mail address:	
Length of Time in Business and Existing Retail Operations:	
GST Number:	
Description of Merchandising Concept:	
Merchandising Plans/ Photos/ Sketches to be included:	A detailed sketch of cart layout, merchandising plans or photos, must accompany this application.
Dates Requested:	
Description of Products to be featured:	
Additional Fixtures/Props to be used:	
Description of Packaging:	
Return Policy:	
Target Market:	
Projected Sales per Week:	
Price Points:	

Forward Completed Form to:
 St. Vital Centre Management Office, 86-1225 St. Mary's Road, Winnipeg, MB, R2M 5E5
 or fax to (204) 257-2311 or e-mail cshack@20vic.com

ST. VITAL CENTRE

Rules & Regulations

The following rules and regulations apply to all Specialty Leasing Operators and are designed to create a safe, professional and exciting selling environment for our customers.

Centre Hours

Hours of operation for all Specialty Leasing Operators will coincide with the regular operating hours of St. Vital Centre. Temporary kiosks, commercial displays, and in-line locations are to be staffed at all times with no coverage gaps during lunch, dinner or other breaks. Any Specialty Leasing Operator who does not maintain mall hours will be in violation of their License Agreement and will be subject to immediate termination of the License Agreement.

Locations

The location of the Licensed Area will be assigned at the discretion of the Licensor. Locations may be subject to change whenever deemed necessary at the Licensor's absolute discretion.

Use Clause

Specialty Leasing Operators may only sell merchandise or offer services that have been agreed upon in advance by the Specialty Leasing Coordinator or the Marketing Director. The Specialty Leasing Coordinator or the Marketing Director must approve any new or additional product or service prior to display or sale from the Licensed Area.

Space Limitations

Operators are licensed to operate only within the Licensed Area provided and placement of anything outside of the Licensed Area will not be allowed without the prior consent of the Licensor. The area occupied and used by Operators will vary dependant on the respective License Agreement.

Signage

All Operators are required to use professionally prepared signage prepared by the Licensor at the Operator's expense or previously approved by the Licensor. No handwritten signage will be allowed.

Aesthetic Requirements

All Specialty Leasing Operators are expected to have a complete inventory of merchandise on hand and all presentations and displays must appear full and well maintained at all times. Restocking should be done prior to mall opening or at closing. Any empty boxes or cartons must be removed from the display area immediately. Operators are responsible for cleaning and maintenance of the Licensed Area.

Operators must have a return policy which provides for full refunds to unsatisfied customers, provided that the product purchased is returned in resaleable condition. Provisions must be made

for customer returns and refunds after the Operator has vacated the Licensed Area. This policy must be clearly posted and professionally signed.

Balloons and Compressed Gases

No helium balloons or canisters containing compressed gas are to be found on the property of St. Vital Centre without prior consent from the Landlord.

Food and Drink

While it is recognized that many Operators are owner-operated and work a full day at their location, every effort should be made to limit eating and drinking at the Licensed Area.

Solicitation

Operators shall not solicit business in the common areas of St. Vital Centre, nor shall they distribute handbills or other advertising in the common areas of the property.

Security

The security of merchandise and valuables at the Licensed Area is the sole responsibility of the Operator. Keys to the Licensed Area should be kept in a secure location at all times.

Employee Parking

Operator's employees must restrict their parking to the areas designated by the Licensor. Security will provide Operators with the rules and regulations of St. Vital Centre's parking policy including a plan indicating designated employee parking locations.

Move-In and Move-Out

Operators are to move in and move out of the mall at times designated by the Licensor and stay for the entire duration of the License Agreement. No equipment will be available from or supplied by the Licensor for set up, take down or any other purpose. All dollies used to transport merchandise and supplies in St. Vital Centre must be equipped with rubber wheels only.

Mall Storage

Storage space for Operators is rarely available. In the event that storage space is available, separate arrangements must be made with the Specialty Leasing Coordinator.

Electricity

Temporary kiosk Operators will be provided with a single 15 amp, 120 volt electrical service. Additional electrical capacity, if available will be provided by the Licensor at the Operator's expense. In-line Operator's electrical service will vary depending on the location. Extension cords, if used, must be completely concealed and, if running across mall floors, must be covered with a Licensor-approved cover. Radios, heaters, fans etc are not permitted for common area set-ups. No Operator shall operate any equipment causing excessive noise or annoyance nor shall Operators create any offensive odours.

Garbage Removal

The removal of garbage and/or recyclable materials to St. Vital Centre's designated garbage and recycling collection areas is the responsibility of the Operator. Debris such as, but not limited to, unwanted fixtures, skids and building materials are not permitted in the mall's garbage collection areas. Please see the Yellow Pages for appropriate locations for the disposal of this type of

refuse. All refuse, empty boxes or cartons must be removed from the Licensed Area immediately. Stock in boxes is not permitted to be left sitting on the floor around the Licensed Area. Trash and debris are to be placed in to the assigned compactor designated by the Licensor, and not placed in the common area public trash receptacles.

Permits

All necessary permits are the responsibility of the Operator prior to set up.

Emergency Information

Operators shall furnish the Licensor with 24-hour emergency telephone number(s), contact person(s) and a forwarding address.

Tenant Information Manual

Operators and their employees shall abide by the Licensor's Rules and Regulations with respect to the common area, facilities, improvements, parking lots and sidewalks. The Licensor may amend, repeal or create new rules and regulations from time to time and all such amendments, repeals and /or new rules and regulations shall be binding upon the Operator upon receipt of a copy thereof.

Non-Conformance

The Licensor reserves the right to refuse entry to any Operator's employee who does not abide by all operational rules and regulations of the License Agreement and schedules thereto. Violation of any of the above rules and regulations will be grounds for immediate termination of the License Agreement.

Rent & Sales Reports

License Fees are payable by post-dated cheques, dated the first day of each License Period. In the case of all Operators whose License Agreement requires the reporting of weekly sales, all sales reports for the prior week are due in the management office of the Licensor by 10:00 a.m. on the first business day of the following week. Failure to pay License Fees on time or report accurate sales may result in termination of the License Agreement.

Security Deposit

In addition of the advance payment of License Fees by post-dated cheques, a security deposit may be required from Operators. Security deposits will be applied, less the Licensor's cost to repair damages to the Licensed Area due to the negligence of the Operator (if any) to the last rent coming due prior to the expiration of the License Agreement.

Insurance

A Certificate of Insurance with the limits as stated on the License Agreement is to be supplied by the Operator to the Licensor prior to possession of the Licensed Area. Such Certificate of Insurance shall name the Licensor and 20 Vic Management Inc. as additional insureds.