

THE CORPORATION OF THE CITY OF BRAMPTON

BY-LAW

Number		203-92	
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WHEREAS The Corporation of the City of Brampton is the owner of property known municipally as 25 Rutherford Road South, which property contains an industrial building;

AND WHEREAS Cameron Kennedy and Associates Limited, Unique Kitchens Inc. and Renocan Construction Ltd. each wish to lease a portion of the building;

NOW THEREFORE The Council of the Corporation of the City of Brampton ENACTS AS FOLLOWS:

1. The Mayor and Clerk are hereby authorized to execute leases, in a form approved by the City Solicitor and Property Manager, with the tenants listed below for the space listed below in the industrial building at 25 Rutherford Road South:

TENANT	AMOUNT OF SPACE
Cameron Kennedy and Associates Limited	3,500 sq. ft.
Unique Kitchens Inc.	2,300 sq. ft.
Renocan Construction Ltd.	5,000 sq. ft.

READ a FIRST, SECOND and THIRD TIME and PASSED in Open Council this 17th day of August, 1992.

PETER ROBERTSON

MAYOR

APPROVED
AS TO FORM
LAW DEPT.
BRAMPTON

DATE QL 09 (1)

KATHRYŃ ZAMMIT

DEPUTY CLERK

THIS INDENTURE

made the day of one thousand nine hundred and ninety-two

augus

IN PURSUANCE OF THE SHORT FORMS OF LEASES ACT

BETWEEN The Corporation of the City of Brampton

hereinafter called the Lessor OF THE FIRST PART

- and -

Unique Kitchens Inc.

hereinafter called the Lessee
OF THE SECOND PART

Premises

- 1(A) WITNESSETH that in consideration of the rents, covenants and agreements hereinafter reserved and contained on the part of the said Lessee, to be paid, observed and performed, the said Lessor has demised and leased and by these presents doth demise and lease unto the said Lessee
- (B) ALL THOSE CERTAIN PREMISES excluding any part of the external walls totalling 4,600 square feet. As specified on attached Schedule "B".

Located at 25 Rutherford Road South in the City of Brampton.

Term

2. TO HAVE AND TO HOLD the said demised premises for and during the term of five (5) years commencing upon the 1st day of November 1992.

Said term rent to be computed from the 1st day of November 1992 and from thenceforth ensuing and to be fully completed and ended on the 31st day of October 1998.

Rental

- 3(A) YIELDING AND PAYING THEREFOR total rent in the amount of \$13,800.00 plus G.S.T. payable in equal monthly installments of \$1,150.00 plus G.S.T. each in advance on the 1st day of each and every month during the said term.
- (B) Lessor agrees to give the Lessee two (2) months free rent. This shall make the first rental payment due January 1, 1993.
- (C) Said rent to include normal maintenance, the supply of natural gas and water.

Renewal Option

Together with an option to renew for a further 5 years at market rent.

THE LESSEE HEREBY COVENANTS WITH THE LESSOR AS FOLLOWS:

Property & Business Taxes

- 4(A) To pay the rent hereby reserved in the manner and on the days specified herein;
- (B) AND to pay all property and business taxes in respect of the business carried on by the Lessee in and upon or by reason of their occupancy of the premises hereby demised;

Repair

- **5(A)** The Lessee further covenants to repair any part of the building damaged by the Lessee (reasonable wear and tear, and damage by fire, lightning and tempest only excepted);
- (B) AND that the said Lessor may enter and view state of repair;
- (C) AND that they will leave the premises in good repair (reasonable wear and tear and damage by fire, lightning and tempest only excepted);

Assignment

6. THAT it will not assign or sub-let the whole or any part of the demised premises without written consent of the Lessor; the Lessee hereby waives and renounces the benefit of any present or future act of the Legislature of Ontario which would allow the Lessee to assign or sub-let this lease, without cause of the Lessor. Said consent will not be arbitrarily withheld.

Business

7. THAT the said demised premises will not, during the said term, be at any time used for any other purpose than that of manufacturing and selling kitchen and bathroom cabinetry and related items.

Fixtures

8. AND THAT no fixtures, goods or chattels of any kind will, except in the ordinary course of business, be removed from the demised premises during the term hereby demised or at any time thereafter without the written consent of the Lessor, its successors or assigns, being first had and obtained, until all rent in arrears as well as all rent to become due during the remainder of the term hereby granted shall have been fully paid, or the payment thereof secured to the satisfaction of the Lessor or its assigns.

Electric Power

- **9(A)** To pay for all electrical service to the unit, provided that Lessor adds a separate hydro meter to the unit at its expense and Lessor supplies sufficient electrical service to the unit as required for the layout attached as Schedule C.
- (B) THAT the Lessee will not, during the said term or at any time prior or subsequent thereto, purchase, acquire or use any electric current for lighting or other purposes except from the company or corporation which shall for the time supply the Lessor with electric current for such purposes in the said building; the intention being that without the written consent of the Lessor; there shall be only one system of electric lighting in the said building.

Alterations Partitions Etc.

- 10. Accept as mentioned in this agreement if the Lessee shall during the said term desire to affix or erect partitions, counters or fixtures in any part of the walls, floors or ceilings of the demised premises, it may do so at its own expense at any time and from time to time provided that the Lessee's rights to make such alterations to the demised premises shall be subject to the following conditions:--
- (a) The Lessor agrees to construct demising walls. Additionally the Lessor will perform all interior demolition work as required.
- (b) The Lessor agrees to supply roughed in plumbing at a location agreed to by both parties at the Lessors expense.
- (c) The Lessor agrees to install a central H.V.A.C. unit sufficient to supply hot and cold air to the front showroom and offices in the unit.
- (d) THAT before undertaking any such alterations, the Lessee shall submit to the Lessor a plan showing the proposed alterations and shall obtain the approval and consent of the Lessor to the same.
- (e) THAT all such alterations shall conform to all building by-laws, if any, then in force affecting the demised premises.
- (f) THAT such alterations will not be of such kind or extent as to in any manner weaken the structure of the building after the alterations are completed or reduce the value of the building.
- (g) THAT, except as herein provided the Lessee will not erect or affix or remove or change the location or style of any partitions or fixtures, without the written consent of the Lessor being first had and obtained.
- (h) THAT, at the expiration of the term hereby granted, or any renewal thereof, all fixtures belonging to the Lessee shall remain upon the demised premises until taken down by the Lessor, and the Lessee shall forthwith, upon the same being taken down, remove the same from the demised premises first paying to the Lessor the expense of such taking down and making good all damage occasioned to the demised premises by the taking down or removal thereof.
- (1) Both parties agree that charges for all alterations shall be at market rates.

Bankruptcy or Insolvency 11. THAT, if the term hereby granted or the goods and chattels of the Lessee or any assignee or subtenant shall be at any time seized or taken in execution or attachment, or if the Lessee or any such assignee or sub-tenant shall make an assignment for the benefit of creditors or shall become bankrupt or insolvent, or make a proposal to its creditors, or without the consent of the Lessor being first obtained in writing, shall make a sale, under the Bulk Sales Act, in respect of goods on the premises, or being a company shall become subject to any legislative enactment relating to liquidation or winding up, either voluntary or compulsory, and said term shall immediately become

Rules and Regulations

12. THAT the Lessee and its employees servants and agents will at all times during the occupancy of the demised premises observe and conform to such reasonable rules and regulations as shall be made by the Lessor from time to time including the rules and regulations set forth in Schedule "A" hereto and of which the Lessee shall be notified, such rules and regulations being deemed to be incorporated in and form part of these presents.

Remodelling

- 13A. THAT, in the event of the Lessor desiring during the renewal thereof, to remodel the said building, or any part thereof, or to take down the said building, the Lessee will on receiving one years notice in writing, surrender this lease and all the remainder of the term, if any, then yet to come and unexpired, as from the day mentioned in such notice, and will, subject nevertheless to the provisions herein before contained thereupon. provisions herein before contained thereupon, provisions herein before contained thereupon, vacate the premises and yield up to the Lessor the peaceable possession thereof. IT IS UNDERSTOOD that the said one years notice need not expire at the end of any year or at the end of any month, and in the event of the day fixed for termination of the lease expiring of some other day than the last day of a month, the rent for such month shall be apportioned for the broken period.
- B. It is understood that the Lessor if the space is required according to article 13A will compensate the Lessee for the remaining book value of fixtures installed by the Lessee according to standard accounting principles and a seven (7) year economic life. It is further understood by both parties that compensation will only be paid for those fixtures that cannot be removed and that no fixture regardless of when it is installed shall be depreciated past the expiration date of the renewal option of this lease.

Protective 14. THE LESSEE agrees to pay the cost of any installations, additions, or alterations to the said premises that the Lessor may be required to make by an Municipal, Provincial, or other governing authority, or requested by any private protective system used by the Lessees, for the security and protection of the Lessee and his employees and his or their effects including, but not so as to limit the foregoing installations, additions and alterations for fire and theft protection and all such installations, additions, or alterations shall forthwith become the property of the Lessor.

Distress

15. AND the Lessee further covenants, promises and agrees with the Lessor that notwithstanding any present or future Act of the Legislature of the Province of Ontario, none of the goods or chattels of the Lessee at any time during the continuance of the term hereby created on the said demised premises shall be exempt from levy by distress for rent in arrears by the Lessee as provided for by the said Section of said Act, and that upon any claim being made for such exemption by the Lessee or on distress being made by the Lessor, this covenant and agreement may be pleaded as an estoppel against the Lessee in any action brought AND the Lessee further covenants, promises estoppel against the Lessee in any action brought to test the right to the levying upon any such goods as are named exempted in the said Section, the Lessee waiving as he hereby does all and every benefit that could or might have accrued to him

Quiet Enjoyment 16. The Lessor covenants with the Lessee for quiet enjoyment.

THE LESSOR FURTHER COVENANTS WITH THE LESSEE AS FOLLOWS:

Taxes and Rates

17. Property taxes will be paid by the Lessor as invoiced on the demised space and will be reinvoiced by the Lessor to the Lessee and shall become due and payable within thirty (30) days.

Heating

18. To heat the said premises between the 15th day of October and the 1st day of May next ensuing in each year in such manner as to keep the said premises at a reasonable temperature for the reasonable use thereof by the Lessee during reasonable business hours except during the making or repairs, and in case the boilers, engines, pipes, or other apparatus or any of them used in effecting the heating of the said demised premises shall at any time become incapable of heating said premiss as aforesaid, or be damaged or destroyed, to repair said damage or replace said boilers, engines, pipes or apparatus or any of them (at the option of the Lessor) substitute other heating apparatus therefor within a reasonable time, provided, however, that the Lessor shall not be liable for indirect or consequential damages for personal discomfort or illness arising from any default of the Lessor;

Access

- 19(A) To give the Lessee, his agents, clerks, servants and all persons transacting business with the Lessee, in common with other persons, the right to enter the demised premises by means of a main & side entrances on Rutherford Road and free use of the common accessway from the street to the said premises at all reasonable times, subject to rules and regulations in regard to the said building as may be passed from time to time.
- (B) The Lessor shall construct at its expense an overhead (8' x 9') door and standard pedestrian door on the north side at a location agreed to by the Lessee.

PROVISO FOR RE-ENTRY BY THE SAID LESSOR ON NON-PAYMENT OF RENT OR NON-PERFORMANCE OF COVENANTS.

Voidance of Lease Vacant or Improper Use 20. IT IS FURTHER DECLARED AND AGREED that in case the said premises or any part thereof, become and remain vacant and unoccupied for the period of fifteen days, or be used by any other person or persons, or for any other purpose than as above provided, without the written consent of the Lessor, this lease shall at the option of the Lessor, cease and be void, and the term hereby created expire and be at an end, anything hereinbefore to the contrary notwithstanding and the proportionate part of the current rent shall thereupon become immediately due and payable, and the Lessor may re-enter and take possession of the premises as though the Lessee or other occupant or occupants of said premises were holding over after the expiration of the term; or such case instead of determining this lease as aforesaid and re-entering upon the demised premises.

The Lessor may take possession of the demised premises or any part or parts thereof, and let and manage the same and grant any lease or leases thereof upon such terms as to the Lessor or its assigns may appear to be reasonable, and demand, collect, receive and distrain for all rental which shall become payable in respect thereof, and apply the said rentals after deducting all expenses incurred in connection with the demised premises and in the collection of the said rent including reasonable commission for the collection thereof and the management of the demised premises, upon the rent hereby reserved, and the Lessor and its assigns and every such agent acting as aforesaid from time to time, shall in so acting be the agents of the Lessee, who alone shall be responsible for their acts, and the Lessor and its assigns shall not be accountable for any monies except those actually received, notwithstanding any act, neglect, omission or default or any such agent acting as aforesaid.

Water and Gas Damage

21. AND IT IS FURTHER DECLARED AND AGREED THAT the Lessor shall not be liable for any damage to any property at any time upon the demised premises arising from gas, steam, water, rain or snow, which may leak into, issue or flow from any part of the said building, or from the gas, water, steam or drainage pipes or plumbing works of the same or from any other place or quarter or for any damage caused by or attributable to the condition or arrangement of any electric or other wires in the said building.

The Lessee shall be liable for any damage done by reason of water being left running from the taps in the demised premises or from gas permitted to escape therein.

Risks of Injury

22. AND the Lessor shall not be responsible for any personal injury which shall be sustained by the Lessee or any employee, customer, or other persons who may be upon the demised premises or in the said building or the entrances or appurtenances thereto. All risks of any such injury being assumed by the Lessee, who shall hold the Lessor harmless and indemnified therefrom.

Notice of Accident

23. THE Lessee shall give the Lessor prompt written notice of any accident or other defect in the sprinkler system, water pipes, gas pipes or heating apparatus, telephone, electric or other wires on any part of the premises.

Insurance

- 24. During the term of this lease agreement the lessee shall, at its own cost and expense, take out and keep in full force and effect, the following insurance;
- a) General Liability Insurance in respect to the leased premises against all claims for personal injury, including injury resulting in death, and property damage, with an inclusive limit of not less than \$1,000,000.
- b) Tenants legal Liability Insurance in respect to the leased premises in an amount not less than \$500,000.

Such Policies shall name The Corporation of the City of Brampton as an additional insured as its interest may appear.

The lessee shall provide the lessor with a certificate of insurance evidencing the above coverage.

Business not to be a Nuisance 25. PROVIDED that the Lessee will not do or permit anything to be done on the said premises or permit or keep anything therein which may be annoying to the Lessor or other occupants of the said building or which the said Lessor may deem to be a nuisance and that no machinery shall be used therein which shall cause any undue vibration in or to the said premises and that in case of the Lessor or any other occupants of the said building reasonable complaining that any machinery or operation or process is a nuisance to it or them or which causes any undue vibration or noise in the said premises, that upon receiving notice thereof, the said Lessee will immediately abate such nuisance.

The said Lessee covenants not to obstruct or interfere with the rights of the Lessor or other occupants of the said building or in any way injure or annoy them or conflict with any of the rule and regulations of the Board of Health or with any Statute or municipal by-law.

Sign

- 26A AND IT IS HEREBY FURTHER AGREED by and between the said Lessor and the said Lessee that no sign, advertisement or notice shall be inscribed, painted or affixed by the said Lessee on any part of the outside or inside of the building whatever, unless of such manner, color, size and style and in such places upon or in said building as shall be first designated by the Lessor, and, furthermore, the Lessee, on ceasing to be Lessee of the demised premises, will, before removing his goods and fixtures from the said premises, cause any sign as aforesaid to be removed or obliterated at his own expense and in a workmanlike manner to the satisfaction of the Lessor.
- (B) It is agreed that the Lessee will be permitted at its expense to place a sign of the east face of the building provided such sign conforms with Part (A) of this article.

Water and Natural Gas 27. THE Lessor agrees to pay for normal water and natural gas consumed on the said premises but in the event of any abnormal consumption of water or natural gas either by reason of the character of the business carried on by the Lessee or by the use of mechanical or other contrivances the Lessee consents to the installation of a water or natural gas meter at his own expense, if necessary, and further agrees to pay for the excess water or natural gas consumed on the said premises.

Plate Glass 28. THE Lessee agrees at his own expense to replace any plate glass or other glass that has been broken or removed by the Lessee during the term of the within lease or of any renewal thereof.

Fire

- 29. PROVIDED that if during the term herein or any renewal thereof the premises shall be destroyed or damaged by fire or the elements then the following provisions shall apply:
- (A) If the demised premises shall be so badly injured as to be unfit for occupancy, and as to be incapable of being repaired with reasonable diligence within one hundred and twenty days of the happening of such injury, then the term hereby granted shall case and be at an end to all intents and purposes from the date of such damage or destruction, and the Lessee shall immediately surrender the same, and yield up possession of the demised premises to the Lessor, and the rent from the time of such surrender shall be apportioned.
- (B) If the demised premises shall be capable, with reasonable diligence, of being repaired and rendered fit for occupancy within one hundred and twenty days from the happening of such injury as aforesaid, but if the damage is such as to render the demised premises wholly unfit for occupancy, then the rent hereby reserved shall not run or accrue after such injury, or while the process of repair is going on, and the Lessor shall repair the same with all reasonable speed, and the rent shall recommence immediately after such repairs shall be completed.
- (C) If the demised premises shall be repaired within one hundred and twenty days as aforesaid, and if the damage is such that the said premises are capable of being partially used, then until such damage shall have been repaired, the rent shall abate in the proportion that the part of the demised premises rendered unfit for occupancy bears to the whole of the demised premises.

No Abatement of Rent

30. THERE shall be no abatement from or reduction of the rent due hereunder, nor shall the Lessee be entitled to damages, losses, costs or disbursements from the Lessor during the term hereby created on, caused by or on account of fire, (except as above), water, sprinkler systems, partial or temporary failure or stoppage of heat, light, elevator, live steam or plumbing service in or to the repairs, renewals, improvements, structural changes to the said premises or buildings or the equipment or systems supplying the said services, or from any cause whatsoever; provided that the said failure or stoppage be remedied within a reasonable time.

Right to Show Premises 31. THAT the Lessee will permit the Lessor to exhibit the demised premises during the last three months of the term to any prospective tenant and will permit all persons having written authority therefor to view the said premises at all reasonable hours.

Notices

32. THAT any notice which either of the parties is required or permitted to give pursuant to any provision of this lease may, if intended for the Lessee, be given by a writing left at the demised premises or mailed by registered mail addressed to the Lessee at the demised premises, and if intended for the Lessor by a writing left at the premises of the Lessor, to the attention of the Property Manager in the City Clerk's office at 2 Wellington Street West, Brampton, Ontario.

Such Notice to be delivered or mailed by registered mail addressed to the Lessor at the Lessor's said premises, and such notice shall be deemed to have been given at the time it was delivered or mailed, as the case may be.

Over Holding

- 33. PROVIDED further and it is hereby agreed that should the Lessee hold over after the expiration of this lease and the Lessors thereafter accepts rent for the said premises, the Lessee shall hold the said premises as a monthly tenant only of the Lessors but subject in all other respects to the terms and conditions of this lease.
- (A) And that the Lessor shall give the Lessee ninety (90) days notice in writing should the Lessor require the Lessee to move out.
- The words importing the singular number only shall include the plural, and vice versa, and words importing the masculine gender shall include the feminine gender, and words importing persons shall include firms and corporation and vice versa.
- (C) Unless the context otherwise required, the word "Lessor" and the word "Lessee" wherever used herein shall be construed to include and shall mean the executors, administrators, successors and/or assigns of the said Lessor and Lessee, respectively, and when there are two or more Lessees bound by the same covenants herein contained, their obligations shall be joint and several.

UNIQUE KITHURS/ME.

SIGNED UNDER SEAL OF THE PARTIES HERETO.

SIGNED, SEALED and DELIVERED in the presence of

Dated at Brampton this day of

The Corporation of the City of Brampton

MG NTE REDRIES



Authorization By-Law 92 203

P. Robertson

Mayor

Mikulich

Clerk

SCHEDULE "A"

SCHEDULE OF RULES AND REGULATIONS FORMING PART OF THE WITHIN LEASE

- 1. The sidewalks, entrances, and corridors of the building shall not be obstructed by any tenants or used by them for any other purpose, than for ingress and egress to and from their respective areas, and the tenant shall place or allow to be placed in the hallways or corridors, any waste paper, dust, garbage, refuse or any thing whatever that shall send to make them appear unclean, untidy or filthy.
- 2. The floors, and windows that reflect or admit light into passageways or into any place in the said building shall not be covered or obstructed by any of the tenants, and no awnings shall be put over any window; the water closets and other water apparatus shall not be used for any purpose other than those for which they were constructed and no sweepings, rubbish, rags, ashes or other substance shall be thrown therein, and any damage resulting to them from misuse shall be borne by the tenant by whom or by whose employee the damage was caused.
- 3. All window signs, interior signs and signs on glass, doors must be approved in writing by the Lessor before the Lessee engages a sign contractor to paint said signs, and all such signs shall be painted in the form previously so approved by the Lessor.
- 4. In the event that the Lessor provides and installs a Public Directory Board inside the main entrance to the building, the Lessee or Lessees name or names shall be placed on the said Board at the expense of such Lessee or Lessees, same to be charged to the tenant or tenants in the month's bill for rent next rendered, and shall be recoverable as rent.
- If any sign, advertisement or notice shall be inscribed, painted or affixed by the Lessee on or to any part of the said building whatever, then the Lessor shall be at liberty to enter on said premises and pull down and take away any such sign, advertisement or notice, and the expense thereof shall be payable by the Lessor.
- 6. If by reason of any alterations which the Lessee may make or may permit to be made, with or without the consent of the Lessor, to any part of the demised premises or to any fixtures in the demised premises the addition of any equipment or the use of any material which the Lessee, its employees or other persons permitted by the Lessee to be on the premises any use or keep in the said premises or any change in the type of occupancy of the demised premises which the Lessee may make or permit to be made there is any increase in the insurance premiums payable by the Lessor on any fire insurance which may be in effect or which the Lessor may hereafter place upon the building of which the demised premises form in part, the Lessee agrees to pay to the Lessor the amount of such increase, and the parties agree that a statement by the insurance broker of the Lessor of the amount of such increase shall be final and binding upon the parties.

- 7. No safes, machinery, or anything liable in injure or destroy and part of the building shall be taken into it without the consent of the Lessor in writing, and the Lessor shall in all cases retain the power to limit the weight and indicate the place where such safe or the like or during the time it is in or on the premises, shall be paid for on demand by the tenant who so enuses it. No Lessee shall load any floor beyond its reasonable weight carrying capacity as set forth in the municipal or other codes applicable to the building.
- 8. Cleaning of demised area is the responsibility of the Lessee.
- 9. The Lessor shall have the right to enter the demised premises at reasonable hours in the day to examine the same or to make such repairs and alternations as it shall deem necessary for the safety and preservation of the building, and also during the three months previous to the expiration of the lessee of the demised premises to exhibit the said premises to be let and put upon them its usual notice "For Rent", which said notice shall not be removed by any tenant.
- 10. Nothing shall be thrown by the Lessee, their clerks or servants, out of the windows or doors or down the passages and sky-lights of the building.
- 11. No animals shall be kept in or about the premises.
- 12. If the Lessee desires telegraph or telephone, call bell or other private signal connections, the Lessor reserves the right to direct the electricians or other workmen as to where and how the wires are to be introduced, and without such directions no boring or cutting for wires shall take place, no other wires of any kind shall be introduced without the written consent of the Lessor.
- 13. No one shall use the leased premises for sleeping apartments or residential purposes.
- 14. Lessee and their employees shall not make or commit any improper noise in the building, or in any way interfere with or annoy other lessees or those having business with them.
- 15. All lessees must observe strict care not to allow their windows to remain open so as to admit rain or snow, or so as to interfere with the heating of the building. The tenants neglecting this rule will be responsible for any injury caused to the property of other tenants or to the property of the Lessor by such entrances. The Lessee, when closing offices for business, day or evening, shall close all windows and lock all doors.

- The Lessee agrees not to place any additional locks upon any doors of the demised premises and not to permit any duplicate keys to be made therefor; but to use only additional keys obtained from the Lessor, at the expense of the Lessee, and to surrender to Lessor on the termination of the lease all keys of the said premises.
- 17. The Lessee shall give to the Lessor prompt written notice of any accident or any defect in the water pipes, gas pipes, heating apparatus, telephone or electric light, or other wires in any part of said building.
- 18. No inflammable oils or other inflammable, dangerous or explosive materials shall be kept or permitted to be kept in the demised premises.
- 19. The caretaker will have charge of all radiators and will give all information for the management of the same, and the Lessee shall give to the Lessor prompt written notice of any accident to or defects in the water pipes or heating apparatus.
- 20. No bicycles or other vehicles shall be brought within the building or upon the Lessor's property, including any lane or courtyard.
- 21. Nothing shall be placed on the outside of windows or projections of the demised premises. No air-conditioning equipment shall be placed at the windows of the demised premises without the consent in writing of the Lessor.
- 22. Spikes, hooks, nails, screws or knobs shall not be put into the walls or woodwork.
- 23. All glass, (as noted in lease) locks and trimmings in or upon the doors or windows of the demised premises shall be kept whole and whenever any part thereof shall become broken, the same shall be immediately replaced or repaired under the direction and to the satisfaction of the Lessor, and such replacements and repairs shall be paid for by the Lessee.
- 24. Any alterations, additions, renewals or changes made in the partitions or divisions of the rooms or linoleum floors during the currency of this lease shall, if made at the request of the Lessee, be done by the Lessor at the expense of the Lessee, and shall be subject to the approval in writing and direction of the Lessor. Accept as prior agreed to in writing by both parties.
- 25. The Lessor shall not be liable for any damage to any property at any time on the demised premises, nor for the theft of any of the said property, nor shall it be liable for an escape or leakage of smoke, gas, water, rain or snow, howsoever caused, nor for any accident to the property of the Lessee.
- 26. Any person entering upon the roof of the building does so at his own risk.

- 27. The Lessee shall not enter into any contract with any person or persons or corporations for the purpose of supplying towels, soap or sanitary supplies, etc., ice or spring water, unless the said person or persons or corporations agree that the time and place of delivery of such articles and the elevator service to be used in connection therewith shall be subject to such rules and regulations as the Lessor may from time to time prescribe.
- 28. No lessee shall make a door-to-door canvass of the building for the purpose of selling any products or services to the other tenants without the written consent of the Lessor.
- No tenant shall be permitted to do cooking or to operate cooking apparatus except in a portion of the building rented for the purpose.
- The Lessor shall have the right to make such other and further reasonable rules and regulations and to alter, amend or cancel all rules and regulations as in its judgment may from time to time be needed for the safety, care and cleanliness of the building and for the preservation of good order therein and the same shall be kept and observed by the tenants, their clerks and servants. The Lessor may from time to time waive any of such rules and regulations as applied to particular tenants and is not liable to the Lessee for breaches thereof by other tenants.



