



SCHEDULE "B"

Schedule "B" to a Lease made as of the 1st day of May, 1974
between WESTSEA CONSTRUCTION LTD.
and CAPITAL CONSTRUCTION SUPPLIES LTD. as Lessee Lessor
as Lessee

RULES AND REGULATIONS:

1. The public halls and stairways of the Building shall not be obstructed or used for any purpose other than ingress and egress from any of the Suites in the Building, and the fire towers shall not be obstructed in any way.
2. No Lessee shall make or permit any disturbing noises in the Building or do or permit anything to be done therein which will interfere with the rights, comfort and convenience of other occupants of the Building. No Lessee shall play upon any musical instrument or permit to be operated a phonograph or a radio or television loudspeaker or other sound producing device in such Lessee's Suite or practice or suffer to be practiced either vocal or instrumental music before 8:00 a.m. or after 11:00 p.m. or if the same shall disturb or annoy other occupants of the Building. No Lessee shall give vocal or instrumental instruction at any time.
3. Each Lessee shall keep such Lessee's Suite in a good state of preservation and cleanliness and shall not sweep or throw or permit to be swept or thrown therefrom, or from the doors, windows, terraces or balconies thereof, any dirt or other substance.
4. No article shall be placed in the halls or on the staircase landings or fire towers, nor shall anything be hung or shaken from the doors, windows, terraces or balconies or placed upon the window sills of the Building.
5. No shades, awnings, window guards, ventilators, supplementary heating or air-conditioning devices shall be used in or about the Building except such as shall have been approved by the Lessor.
6. No sign, notice or advertisement shall be inscribed or exposed on or at any window or other part of the Building, except such as shall have been approved by the Lessor; nor shall anything be projected out of any window of the Building without similar approval.
7. No velocipedes, bicycles, scooters, shopping carts, or similar vehicles shall be allowed in the passenger elevators and none of the above-mentioned vehicles shall be allowed to stand in the public halls, passageways, areas or courts of the Building.
8. No Lessee shall wilfully or unduly waste or permit to be wasted, the hot and cold water and heat supplied or furnished by the Lessor and will promptly repair leaky taps or toilets.
9. Toilets and other water apparatus in the Building shall not be used for any purposes other than those for which they were constructed, nor shall any sweepings, rubbish rags or any other article be thrown into same. Any damage resulting from misuse of any toilets or other apparatus shall be paid for by the Lessee in whose Suite it shall have been caused.
10. No Lessee shall keep or harbor in the Building any animal, bird, domestic or household pet without the written consent of the Lessor, provided that the Lessor may at any time in writing revoke such consent or request the removal of any domestic or household pet, animal or bird, which is a nuisance or causing an annoyance to others, whereupon such animal or pet shall be removed forthwith from the Building. No Lessee shall feed pigeons, gulls or other birds from the windows of their Suite, or anywhere in close proximity to the Building.
11. No radio or television aerial shall be attached to or hung from the exterior of the Building without the approval of the Lessor.
12. The agents of the Lessor, and any contractor or workman authorized by the Lessor, may enter any Suite at any reasonable hour of the day for the purpose of inspecting each Suite to ascertain whether measures are necessary or desirable to control or exterminate any vermin, insects or other pests and for the purpose of taking such measures as may be necessary to control or exterminate any such vermin, insects or other pests.
13. The Lessor shall have the right from time to time to reduce or relocate any space devoted to storage or laundry purposes and to limit the hours in which the same are available for use by Lessees.
14. Garbage and refuse from the Suites shall be deposited in such place in the Building only and at such times and in such manner as the manager of the Building may direct.
15. No vehicle belonging to a Lessee or to a member of the family or guests, subtenant or employee of a Lessee shall be parked in such manner as to impede or prevent ready access to the entrance of the Building by another vehicle.
16. Complaints, if any, regarding service in the Building shall be made in writing to the Lessor.
17. The Lessor may retain a passkey to each Suite. No Lessee shall alter any lock or install a new lock on any door leading into his Suite without the prior approval of the Lessor, which approval the Lessor shall not unreasonably withhold or delay. If such approval is given, the Lessee shall provide the Lessor with a key for Lessor's use.
18. No contractor or workman shall be permitted to do any work in the Suite that would disturb any other resident between the hours of 6:00 p.m. and 8:30 a.m. or on Saturdays, Sundays or legal holidays without the prior consent of the Lessor.
19. No auction sale shall be held in any Suite.
20. The following rules shall be observed with respect to incinerator equipment:
 - (a) All wet debris is to be securely wrapped or bagged in small package size to fit easily into hopper panel.
 - (b) Debris should be completely drip-free before it leaves the Suite and carried to the incinerator closet in a careful manner and in a drip-proof container; then placed into the flue hopper so it will drop into the flue for disposal.
 - (c) Cartons, boxes, crates, sticks of wood or other solid matter shall not be stuffed into the hopper opening. Small items of this nature may be left in a neat manner on the incinerator closet floor. Bulky items should be left at the incinerator area.
 - (d) Under no circumstances should carpet sweepings containing naphthalene, camphor balls or flakes, floor scrapings, plastic wrappings or covers, oil soaked rags, empty paint or aerosol cans or any other inflammable, explosive, high combustible substances or cigar stubs be thrown into the incinerator flue.
 - (e) Vacuum cleaner bags must never be emptied into the flue. Such dust, dirt, etc. should be wrapped in a securely tied bag or package and then be placed through hopper door panel into flue.
 - (f) The Lessor shall be notified of any drippings, or moist refuse, appearing on incinerator closet floor and corridors.
21. No Lessee shall throw or allow to fall or permit to be thrown or to fall any material substance whatsoever out or from any window, door, stairway, passage or other part of the Suite or Building.
22. No Lessee shall place or park anything in the parking area of the Building other than a private automobile or motorcycle.
23. No Lessee shall perform any automobile repairs or repairs to other mechanical equipment in any part of the Building.
24. No Lessee shall store any combustible, inflammable or other offensive material in his Suite.

- 25. No Lessee will do or permit to be done anything on the grounds of the Building likely to damage the plants, bushes, flowers or lawns and no Lessee shall place chairs, tables or other objects on the lawns or other areas of the Building which may be used in common by all Lessees, so as to damage them or prevent their reasonable growth or to interfere with the cutting of lawns or the maintenance of such common property from time to time.
 - 26. The Lessor shall not be responsible for accidents in or around the swimming pools and saunas and the Lessee shall observe all rules pertaining to the use of the same.
 - 27. The Lessee shall not install any walls, fences, enclosures, awnings or plantings on any terrace or balcony except with the prior written approval of the Lessor or its managing agent. No cooking shall be permitted on any terraces, balconies or on any roof of the Building, nor shall the walls thereof be painted except with the prior written approval of the Lessor or its managing agent. It shall be the Lessee's duty to keep such terrace, balcony or adjoining roof clean and free from ice, snow, leaves and debris and to provide proper drainage therefor, and the Lessor shall have no duties or obligations with respect to any such matters.
 - 28. No Lessee shall paint any of the exterior of the Building and the appurtenances thereto or do or permit to be done anything which would alter the exterior appearance of the Building.
 - 29. No Lessee shall permit cooking or other odours to escape from Suites into the Building.
 - 30. No Lessee shall use any equipment or appliances that result in poor quality or interruption of service to other portions of the Building or overloading of or damage to facilities maintained by the Lessor for the supplying of water, gas, electricity or other services to the Building.
 - 31. No Lessee shall use any storage space, laundry or other facility outside the Suites for the storage of valuable or perishable property.
 - 32. If washing machines or other equipment are made available to Lessees, the same shall be used on condition that the Lessor is not responsible for such equipment or for any damage caused to the property of the Lessee resulting from the use thereof and that any use that may be made of such equipment shall be at the Lessee's own cost, risk and expense.
 - 33. Any consent, approval or permission given under these rules and regulations by the Lessor:
 - (a) must be in writing and
 - (b) shall be revocable at any time.
 - 34. Any items stored by Lessees in space furnished by the Lessor in the Building for that purpose shall be at the sole risk of Lessees and the Lessor shall not be responsible in any way for their loss or damage due to theft, fire, water damage or other causes.
 - 35. Parking of vehicles of Lessees only shall be permitted and in such location and on such terms as the Lessor may from time to time prescribe.
 - 36. No deliveries or pick up of furniture or major appliances shall be made before 10:00 a.m. or after 4:00 p.m. without the consent of the Lessor.
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