

1. The Owner hereby consents to the execution and delivery of the Sublease by and between the Lessee and Woolco.

2. The Owner agrees with the Lessee and Woolco that no act which Woolco or Lessee is required or permitted to do under the terms of the Sublease, and no failure by Woolco or Lessee to perform an act which act, if performed, would be a breach of the Sublease, shall constitute a default under the Overlease.

3. The Lessee and Woolco agree with the Owner that they will perform and comply with all the terms, covenants and conditions of the Sublease which are binding upon them respectively. Lessee agrees with Woolco and Owner that Lessee will perform and comply with all the terms, covenants and conditions of the Overlease which are binding upon Lessee. At the request of Woolco, the Owner shall advise Woolco in writing from time to time prior to the commencement of the term of the Sublease, whether the Overlease continues to be in full force and effect and whether any default by the Lessee has occurred thereunder.

4. The Owner and Lessee agree with Woolco that in the event that, for any reason whatsoever, the Overlease expires or comes to an end during the term of the Sublease, (a) the Sublease shall remain in full force and effect, in accordance with its terms, as a direct lease with the Owner, as Landlord, (b) the Owner shall give Lessee and Woolco prompt notice in writing of such event (together with essential details and dates, and (c) from and after receipt of said notice by Woolco, the payment by Woolco to the Owner of rental payments and other payments then due or thereafter becoming due to the Landlord under the Sublease shall constitute full performance by Woolco of all of its obligations under the Sublease with respect to such payments. The Owner, Lessee and Woolco further agree that if the said Overlease premises or any part thereof is ever purchased by Lessee, whether pursuant to any option contained in the Overlease or otherwise, said purchase shall be subject to all rights of Woolco under the Sublease, and the Sublease shall remain in full force and effect.

5. Wherever and whenever in this Agreement or in the Overlease, or in the Sublease, it shall be required or permitted that notice or demand be given or served by any party, such notice or demand shall be given or served upon all other parties to this Agreement. Such notice or demand shall be given or served and shall not be deemed to have been given or served unless in writing and forwarded by registered mail or certified mail, addressed as follows:

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