

Toronto, Manufacturer, the said lands and the said leasehold term affecting the said lands and all other; estate and right of renewal and interest of the Assignors therein, subject to the rights and interests of parties hereto of the first part;

AND WHEREAS it is provided in and by the said Indenture of Lease that the said lease cannot be assigned without the consent of the said Lessor or his successors in office;

AND WHEREAS by a certain Indenture bearing date the 1st day of September, 1920, the said John Pell Northey, of the City of Toronto, in the County of York, Manufacturer, has assigned to the said Party hereto of the second part, the said lands and the said leasehold term affecting the said lands and all other; estate and right of renewal and interest of the said John Pell Northey therein subject to rights and interests of the parties hereto of the first part;

AND WHEREAS in and by a certain Act passed in the Sixth year of the Reign of His Majesty King Edward VII, Chapter 55, and entitled "The University Act 1906," the said lands and the said lease and all the interest of the said Lessor and his assigns were vested in the said parties of the first part, the Governors of the University of Toronto, and the said Governors have been desired by the said party of the second part to consent to the assignment of the said Lease to him which consent the said Governors have agreed to give.

NOW THEREFORE this Indenture witnesseth that the said parties of the first part do hereby consent to the said recited assignment of lease but such consent is not to be deemed or taken to be a general waiver of the covenant in the said lease contained, "not to assign or sublet without leave."

PROVIDED always and it is hereby distinctly understood and agreed by and between the parties hereto that this consent is given on the express understanding that the party of the second part will not assign or sub-let without containing the consent in writing of the parties of the first part, their successors in office or assigns.

PROVIDED also the said Lease and all its terms are to be taken as valid and subsistent and in no respects affected by this Indenture save as mentioned herein.