

of Owner as lessor under said underlying lease have not been assigned, transferred, mortgaged or conveyed to any other person or persons or parties whatsoever without being subject to the underlying lease, except for a mortgage and conditional assignment of lease heretofore given to Old Court Savings & Loan, Inc. Owner hereby consents to and approves the terms of and the execution and delivery of said sublease and agrees that in case of any conflict between the provisions of the underlying lease and the rights of the Subtenant under said sublease, then and in such case, the latter shall prevail and be controlling. Owner further agrees that no act which Subtenant or Tenant is required or permitted to do under the terms of the sublease shall constitute a default under the underlying lease or any mortgage now or hereafter a lien on the leased premises.

2. If Subtenant shall perform the obligations under said sublease on its part to be performed, Owner further covenants and agrees that: (a) Subtenant shall have and enjoy during the term of said sublease, subject to its terms and provisions, the quiet and undisturbed possession of the premises covered thereby. Subtenant's possession and rights under said sublease shall not be adversely affected in any way by reason of any default by Tenant under said underlying lease in performing any of its obligations therein set forth or by reason of the termination or cancellation of said underlying lease, or by reason of any action taken by Owner under said underlying lease with respect to any default of Tenant therein; (b) in the event that Owner and Tenant mutually desire to cancel the underlying lease or in the event that the underlying lease is breached in any respect, then and in either such event, Owner agrees to give notice to Subtenant of such intention to terminate or of the alleged breach of the underlying lease, at the same time that notice is given to Tenant thereto; and (c) in the event that the underlying lease shall be terminated or cancelled by reason of default, bankruptcy, insolvency, receivership, or for any other reason or shall be declared null and void for any reason whatsoever, Owner and Subtenant agree that the sublease shall in accordance with its terms remain in full force and effect as a direct lease between Owner, as lessor, and Subtenant, as lessee, and Owner agrees to assume and perform all of the obligations set forth in said sublease on the part of the lessor to be performed with the same force and effect as if Owner was originally named as the lessor in said sublease.

3. In the event the Owner shall become obligated to perform the obligations of lessor under said sublease, as hereinabove provided, Owner shall thereafter stand in the place and stead of lessor under said sublease and all rentals accruing and payable thereafter pursuant thereto shall be paid by Subtenant to Owner.

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