

WITNESSES

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or agreements under or arising out of the Mortgage, the Lease, or this Agreement or the extension or the renewal of any thereof;

(f) the modification or amendment (whether material or otherwise) of any obligation, covenant or agreement set forth in the Lease or the Mortgage, or any release of any lien or security interest in the Project;

(g) the taking or the omission of any of the actions referred to in the Lease or the Mortgage and any actions under this Agreement;

(h) any failure, omission, delay or lack of diligence on the part of the County or the Bank to enforce, assert or exercise any right, power or remedy conferred on the County or the Bank in this Agreement, the Lease, the Mortgage or the inability of the County or the Bank to enforce such agreement, or any other act or acts on the part of the County or the Bank;

(i) the invalidity, unenforceability or termination of the Lease.

SECTION 2.3. The Guarantor hereby expressly waives notice in writing, or otherwise, from the Bank of its acceptance and reliance on this Agreement.

SECTION 2.4. The Guarantor agrees that it will maintain its corporate existence, will not dissolve or otherwise dispose of all or substantially all of its assets and will not consolidate with or merge into another corporation or permit one or more other corporations to consolidate with or

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