

ARTICLE V

MISCELLANEOUS

SECTION 5.1. No amendment, change, modification, alteration or termination of the Note and Mortgage shall be made which would in any way increase the Guarantor's obligations under this Guaranty Agreement without obtaining the prior written consent of the Guarantor.

SECTION 5.2. The obligations of the Guarantor hereunder shall arise absolutely and unconditionally when the Note shall have been issued, sold and delivered by the County.

SECTION 5.3. No remedy herein conferred upon or reserved to the Bank hereunder is intended to be exclusive of any other available remedy or remedies, but each and every such remedy shall be cumulative and shall be in addition to every other remedy given under this Guaranty Agreement or now or hereafter existing at law or in equity or by statute. No delay or omission or failure of performance hereunder shall impair any such right or power or shall be construed to be a waiver thereof, but any such right and power may be exercised from time to time and as often as may be deemed expedient. In order to entitle the Bank to exercise any remedy reserved to it in this Guaranty Agreement, it shall not be necessary to give any notice, other than such notice as may be herein expressly required. In the event any provision contained in this Guaranty Agreement should be breached by any party and thereafter duly waived by the

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