

provided herein;

4. Guarantor hereby consents to the execution and delivery of this agreement by the parties hereto and agrees that nothing contained hereunder or done pursuant hereto shall adversely affect any right or remedy of Lomas under the Guaranty executed by it, and that all references and any document or instrument contained therein which refers to the Guaranty executed by Guarantor shall mean such document as amended by this agreement; that the execution and delivery of this agreement shall in no way change or modify its obligations as Guarantor pursuant to the Guaranty; that the execution and delivery of this agreement by Borrower and Lomas shall not constitute a waiver by Lomas of any of its rights against the Guarantor under the Guaranty; and that the Guarantor described herein guarantees the full and faithful performance by Borrower of all of its duties and obligations under the Guaranty executed by it and this agreement;

5. Borrower hereby covenants and warrants that there are no defenses, counterclaims or offsets to such Note; and that all of the provisions of the Note, except as amended hereby, are in full force and effect;

6. Borrower warrants and represents to Lomas that the Mortgage covering the property described therein constitutes a first and prior lien on the Property described therein and that in the event such Mortgage does not constitute a lien with such priority, Borrower, at the option of Lomas, shall be in default under the Loan;

7. Borrower hereby agrees to pay all costs incurred in connection with this agreement, including but not limited to all recording costs, title insurance premiums, taxes and the fees of Lomas' counsel;

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