

to the Issuer, then and in every such case the Corporation and the Issuer shall be restored to their former positions and rights hereunder, and all rights and remedies of the Issuer shall continue as if no such proceeding had been taken.

Section 8.13. Remedies Cumulative. No right or remedy conferred upon or reserved to the Issuer or the Trustee by this Mortgage is intended to be exclusive of any other right or remedy, but every such right and remedy shall be cumulative and shall be in addition to any other right and remedy given hereunder or now or hereafter existing at law or in equity.

Section 8.14. Waiver.

(a) No delay or omission of the Issuer to exercise any right or remedy accruing upon any default shall impair any such right or remedy or shall be construed to be a waiver of any such default or acquiescence therein; and every right and remedy given by this Mortgage to the Issuer may be exercised from time to time and as often as may be deemed expeditious by the Issuer. No consent or waiver, expressed or implied, by the Issuer to or of any breach by the Corporation in the performance of the obligations hereunder shall be deemed to be a consent to or waiver of any other breach in the performance of the same or any other obligations of the Corporation hereunder. Failure on the part of the Issuer to complain of any act or failure to act or to declare an event of default, irrespective of how long such failure continues, shall not constitute a waiver by the Issuer of its rights hereunder or impair any rights or remedies consequent on any breach or default by the Corporation.

(b) If the Issuer (i) grants forbearance or an extension of time for the payment of any sums secured hereby; (ii) takes other or additional security for the payment of any sums secured hereby; (iii) waives or does not exercise any right granted herein or in the Note or the Agreement; (iv) releases any part of the Facilities from the lien of this Mortgage or otherwise changes any of the terms of this Mortgage or the Note or the Agreement; (v) consents to the filing of any map, plat or replat affecting the Facilities; (vi) consents to the granting of any easement or other right affecting the Facilities; or (vii) makes or consents to any agreement subordinating the mortgage lien or security interest hereof, any such act or omission shall not release, discharge, modify or affect the original liability under this Mortgage or any other obligation of the Corporation or any subsequent purchaser of the Facilities or any part thereof, or any maker, co-signer, endorser, surety or guarantor