

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 7.14 Waiver.

(a) No delay or omission of the Bank 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 Bank may be exercised from time to time and as often as may be deemed expeditious by the Bank. No consent or waiver, expressed or implied, by the Bank 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 Bank 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 Bank of its rights hereunder or impair any rights or remedies consequent on any breach or default by the Corporation.

(b) If the Bank (i) grants forbearance or any 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 Reimbursement 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 Reimbursement 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, so-signer, endorser, surety or guarantor (unless expressly released); nor, except as otherwise expressly provided in instrument(s) executed by the Bank, shall any such act or omission preclude the Bank from exercising any right or remedy herein granted in the event of any default, or shall the mortgage lien or security interest of this Mortgage be altered thereby. In the event of the sale or transfer by operation of law or otherwise of all or any part of the Facilities, the Bank, without notice, is hereby empowered to deal with any such vendee or transferee with reference to the Facilities or the indebtedness secured hereby, or with reference to any of the terms hereof, as fully and to the same extent as it might deal with the Corporation and without in any way releasing or discharging any liabilities or obligations of the Corporation.