

(f) Performance of Obligations. Mortgagor agrees that it will perform all of the Secured Obligations, including, without limitation, all of its obligations under the Loan Agreement, the Notes, the Collateral Agreement, the Letters of Credit, the Guaranty and this Mortgage.

3. Acceleration; Remedies.

(a) Acceleration. As used herein, "Acceleration" shall mean (i) the Loans have not been paid in full at the stated final maturity or (ii) the Loans have become due and payable prior to the stated maturity thereof pursuant to Paragraph 8.2 of the Loan Agreement.

(b) Remedies Cumulative. No remedy or right of Mortgagee hereunder, under the Collateral Agreement or otherwise, or available under applicable law, shall be exclusive of any other right or remedy, but each such remedy or right shall be in addition to every other remedy or right now or hereafter existing at law or in equity under any such document or under applicable law. Every such remedy or right may be exercised concurrently or independently, and when and as often as may be deemed expedient by Mortgagee. All obligations of Mortgagor, and all rights, powers and remedies of Mortgagee expressed herein shall be in addition to, and not in limitation of, those provided by law or in the Collateral Agreement or any other written agreement or instrument relating to any of the Secured Obligations or any security therefor.

(c) Possession of Premises. Mortgagor hereby waives, after Acceleration, all right to the possession, income, and Rents of the Premises, and Mortgagee is hereby expressly authorized and empowered after Acceleration (i) to enter into and upon and take possession of, and operate all facilities on, the Premises or any part thereof, personally, or by its agents or attorneys, and exclude Mortgagor therefrom; (ii) to enter upon and take and maintain possession of all of the documents, books, records, papers and accounts of Mortgagor relating thereto; (iii) to conduct, either personally or by its agents, the business of the Premises, including, without limitation, the manufacturing, processing or assembly of goods; (iv) to exercise all rights of Mortgagor with respect to the Collateral; (v) to complete any construction in progress on the Premises at the expense of Mortgagor; and (vi) to apply all income of the Premises less the necessary or appropriate expenses of collection thereof, either for the operation, care and preservation of the Premises, or, at the election of Mortgagee in its sole discretion, to deposit such income into the Collateral Account to be held and applied in

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