

It is understood and agreed that the Mortgagee will use its best efforts to preserve the confidentiality of the reports delivered pursuant to subparagraph (e) above and any information furnished to the Mortgagee pursuant to subparagraphs (f), (g) and (i) above; *provided, however,* that the Mortgagee may furnish copies of any financial statements or reports received pursuant to this 4.14 to any regulatory authority having jurisdiction over it.

ARTICLE V

POSSESSION, USE AND RELEASE OF MORTGAGED PROPERTY

§ 5.01. **POSSESSION.** Unless an Event of Default shall have happened and shall not have been remedied:

(1) The Company or Cork 'X' Cleaver, as the case may be, shall be entitled to possess, manage, operate, use and enjoy and to remain in the actual and undisturbed possession of the Mortgaged Property, except any part thereof delivered to the Mortgagee or required so to be, and to receive, take and use the rents, income and profits thereof, except as herein expressly provided.

(2) The Company or Cork 'X' Cleaver, as the case may be, may, without the consent of the Mortgagee, alter, add to, renovate or repair any building so long as such alteration, addition, renovation or repair shall not impair the value, rental value, rentability or usefulness of such building for the use to which it has been put. All improvements to the buildings subject to the Indenture shall forthwith become, without further action, subject to the lien of the Indenture.

§ 5.02. **EMINENT DOMAIN.** If all or any part of the Mortgaged Property should be taken by the exercise of the power of eminent domain, or if any state, municipality or other governmental authority at any time exercises any right which it may then have to purchase all or any part of the Mortgaged Property, the Company, forthwith upon receipt, shall deposit, or cause to be deposited, the award for any property so taken by eminent domain and or the proceeds of any such purchase with the Mortgagee.

The Company and Cork 'X' Cleaver hereby assign to the Mortgagee all their rights and interest in and to any and all awards for any such taking or purchase. The Company and Cork 'X' Cleaver, upon request