

of the Mortgagee, will make, execute and deliver, or cause to be made, executed and delivered, any and all assignments and other instruments deemed by the Mortgagee necessary or desirable for the purpose of confirming or further evidencing the assignment by the Company and Cork 'X' Cleaver of their share of the aforesaid awards or purchase price to the Mortgagee, free, clear and discharged of any and all encumbrances of any kind or nature whatsoever created by the Company or Cork 'X' Cleaver.

§ 5.03. CASUALTY OR TAKING BY EMINENT DOMAIN; REBUILDING. If all or a part of the Mortgaged Property should be damaged or destroyed by fire or other casualty, or should be taken under 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 a part of the Mortgaged Property, then, except in the event that a building should be damaged, destroyed, taken or purchased and the Company should elect to substitute another building therefor as provided in § 5.04, the Company shall promptly re-build, repair or replace, or cause to be rebuilt, repaired or replaced, the Mortgaged Property as nearly as possible to its value, condition and character immediately prior to such damage, destruction, taking or purchase.

In the event that the Company shall rebuild, repair or replace, or cause to be rebuilt, repaired or replaced, the Mortgaged Property to its value, condition and character immediately prior to such damage, destruction, taking or purchase and upon receipt of an Application of the Company so requesting and a Certificate of the Company, signed also by an Independent appraiser satisfactory to the Mortgagee, stating that the Mortgaged Property, as so rebuilt, repaired or replaced, is of a value not less than the value thereof immediately preceding such damage, destruction, taking or purchase, all insurance proceeds, condemnation awards or purchase proceeds arising out of such damage, destruction, taking or purchase, and received by the Mortgagee, shall be paid to the Company.

§ 5.04. CASUALTY OR TAKING BY EMINENT DOMAIN; SUBSTITUTION OF PROPERTY. If all or substantially all of any building should be damaged or destroyed by fire or other casualty, or if all or substantially all of any building subject to the lien of the Indenture should be taken under the power of eminent domain, or if any state, municipality or other governmental authority at any time exercises any right which it may