

certificate evidencing the replacement or renewal thereof.

(f) Damage, Destruction or Taking. In case of any material damage to or destruction of any of the Properties or any part thereof, or in case of any Taking, forthwith give or cause Jackson-Atlantic to give written notice thereof to Mortgagee. In case of any such material damage, destruction or Taking, Mortgagee shall be entitled to all insurance proceeds, payments or awards on account thereof, to the same extent the Company would be entitled thereto under the Lease, and the Company hereby irrevocably assigns to Mortgagee all of its rights to any such insurance proceeds, payments or awards. With respect to a Taking, the Company will file or prosecute or cause to be filed or prosecuted in good faith and with due diligence what would otherwise be its claim for any such award or payment and cause the same to be collected and paid over to Mortgagee and irrevocably authorizes and empowers Mortgagee, in the name of the Company or otherwise, to file and prosecute any such claim and to collect, receipt for and retain the same. The Company will pay or cause to be paid all costs and expenses reasonably incurred in connection with any Taking and seeking and obtaining any award or payment in respect thereof. Unless an Event of Default shall have occurred and be continuing under the Lease, all sums so received by Mortgagee shall be applied in accordance with the provisions of Section 17.3 of the Lease, except that any such sums received with respect to a Taking for temporary use shall be applied in accordance with the provisions of Section 17.2 thereof. If an Event of Default