

mortgaging, pledging and confirming to the Trustees of every part of the mortgaged property, or to transfer to any new trustee or trustees the estate, powers, instruments and funds held in trust hereunder and to confirm the lien of this Indenture with respect to any series of Bonds.

§5.12. While any of the Bonds are outstanding, and except as permitted by §7.02(d), (e) or (g) or §8.07, the Company will make all payments due and will comply with all other terms, conditions and provisions on its part to be performed under the leases and interests therein subject to the lien of this Indenture, and it will not amend, terminate or cancel, and will take all action requisite on its part to prevent any amendment, termination (other than a termination in accordance with the terms thereof not resulting from any action or failure to act on the part of the Company) or cancellation (or the accrual of any right thereto) of any of the said leases or interests therein.

If any action or payment on the part of any other party to any of the leases or interests therein subject to the lien of this Indenture shall be necessary to prevent the occurrence of any default which might result in the termination or cancellation of the Company's rights in any such lease or interest therein, the Company shall promptly request such other party to take such necessary action or make such payment and the Company shall employ all reasonable means available to it to induce or compel such other party to take such action or to make such payment in order to prevent such default.

In the event that any controversy shall arise as to the obligations of the Company under any of the leases or interests therein subject to the lien of this Indenture, the Company will, subject to the provisions of §7.02(d) or (e) or §8.07, take all reasonable action available to it to avoid termination of its interest in such leases or interests therein on the basis of such controversy.

The undertakings of the Company contained in this §5.12 with respect to leases and interests therein subject to the lien of this Indenture shall also extend to any unit agreements and subleases and operating agreements relating to said leases or interests therein if and to the extent that any failure to make payments due or to comply with other terms, conditions and provisions on its part to be performed under or