

(d) So long as no event of default shall have occurred and be continuing, the Company shall have the right, on the conditions set forth in this *Subdivision (d)*, to modify, amend, extend, terminate, surrender, cancel, abandon or reassign to the assignor any lease or interest therein subject to the lien hereof; provided, however, that the Company shall forthwith assign to and pledge and mortgage with the Trustees its right, title and interest under any lease or interest therein as so modified, amended or extended, and pay and deliver to the Trustee any money, and assign to and pledge and mortgage with the Trustees any property, received by the Company as consideration for such modification, amendment, extension, termination, surrender, cancellation, abandonment or reassignment, to be held as part of the trust estate; and provided further that, in the event of any material modification, amendment or extension or upon the taking of any other action provided for in this *Subdivision (d)*, the Company shall forthwith file with the Trustee the following:

(A) An Officers' Certificate, dated within ten days before the date of such filing, stating:

(1) either

(i) that such modification, amendment, extension, termination, surrender, cancellation, abandonment or reassignment is required by a valid rule, regulation or order of a competent governmental or regulatory authority having jurisdiction in the premises, or

(ii) that such modification, amendment, extension, termination, surrender, cancellation, abandonment or reassignment is in the best interests of the Company and is not in any manner prejudicial to the Bondholders;

(2) whether or not the lease or interest therein, if any, which is to be terminated, surrendered, cancelled, abandoned or reassigned relates to lands from which gas has theretofore been produced, and if so, stating that the gas from the lands covered thereby and recoverable under such lease or interest therein has been exhausted or, in the opinion of the signers of such Certificate, no longer can be produced in commercial quantities on an economically feasible basis, and that such termination, surrender, cancellation, abandonment or reassignment will not adversely affect the Company's rights in any