

(A) for the performance by Company or any Subsidiary of any of its agreements or obligations under any of the Security Documents or any of the Ancillary Documents; or

(B) to ensure the continuing legality, validity, binding effect or enforceability of any of the Security Documents or any of the Ancillary Documents or any of the obligations thereunder of Company or any Subsidiary of Company.

(k) Company will duly perform and comply with, and will cause each Subsidiary of the Company duly to perform and comply with, the terms and conditions of all such approvals, consents, orders, authorizations and licenses from time to time granted to or made upon the Company or any Subsidiary of the Company.

(l) Guaranteed Pension Plans. Company will, and will cause each Subsidiary to: (a) comply in all material respects with all requirements imposed by ERISA or other law and applicable from time to time to any of the Guaranteed Pension Plans; (b) file on a timely basis all reports, notices and other filings which Company reasonably determines are required by any governmental agency with respect to any of the Guaranteed Pension Plans; and (c) take no action which would cause any of the Guaranteed Pension Plans to fail to meet any qualification requirement imposed by the Code.

(m) Further Assurances. Company will, and will cause each Subsidiary to, execute, acknowledge and deliver, or cause to be executed, acknowledged and delivered, any and all such further assurances and other agreements or instruments, and take or cause to be taken all such other action, as shall be reasonably requested by Agent from time to time in order to give full effect to any of the Security Documents or Ancillary Documents, or in order to maintain, preserve, safeguard and continue in full force and effect at all times all or any of the rights, remedies, powers and privileges of the Agent under or in respect of any of the Security Documents or any of the Collateral, all without any cost or expense to the Agent.

(12) Negative Covenants of Company: Company hereby covenants and agrees that from the date hereof and until such date as all of the Secured Indebtedness is paid and satisfied in full: