

lien hereof, by instruments in form and substance satisfactory to the Trustee, any or all of the leases which are subject to the restrictions set forth in Division F of Section 5.10;

(b) cause to be paid and discharged all lawful taxes, assessments and governmental charges or levies imposed upon the Company or any Subsidiary or upon the income or profits of the Company or any Subsidiary or upon property belonging to the Company or any Subsidiary before the same shall be in default, as well as all lawful claims for labor, materials and supplies which, if unpaid, might become a lien or charge upon such property or any part thereof; *provided, however*, that the Company shall not be required to cause to be paid or discharged any such tax, assessment, charge, levy or claim so long as the validity thereof shall be contested in good faith by appropriate proceedings, and the Company and its Subsidiaries shall set aside on their books adequate reserves with respect thereto;

(c) cause to be done all things necessary to preserve and keep in full force and effect its corporate existence and the corporate existence of each of its Subsidiaries, and comply with and cause each Subsidiary to comply with all laws applicable to the Company or such Subsidiary, *provided, however*, that nothing in this subdivision (c) shall prevent a consolidation or merger of the Company not prohibited by the provisions of Division E of Section 5.10, or a sale, transfer or disposition of all or a substantial part of the property and assets of, or the consolidation or merger of, any Subsidiary not prohibited by the provisions of Divisions E or J of Section 5.10;

(d) at all times keep, maintain and preserve all the property of the Company and its Subsidiaries in good repair, working order and condition and from time to time make all needful and proper repairs, renewals, replacements, betterments and improvements thereto, so that the business carried on in connection therewith may be properly and advantageously conducted at all times;

(e) give at least 30 days' prior written notice to the Trustee before moving the Company's office where it keeps its records concerning the Products Agreement, the Assignment and the Supply Agreement; and