

Agent with a written notice specifying the nature and the date of the occurrence of such event or (as the case may be) the nature and the period of existence of such condition and what action Company is taking or proposes to take with respect thereto.

- (ii) If (and on each occasion that) any event shall at any time occur or any condition shall at any time develop which constitutes a material default on the part of any person under any of the Ancillary Documents then, promptly (and, in any event, within ten (10) Business Days) after the senior management, including plant managers and financial officers, of Company shall have first become aware of the occurrence or development of any such event or condition, Company will furnish the Agent with a written notice specifying the nature and the date of the occurrence of such event or (as the case may be) the nature and the period of existence of such condition and what action (if any) Company is taking or proposes to take with respect thereto.

(f) Payment of Taxes and Other Claims. Company will, and will cause each of its Subsidiaries to, pay and discharge promptly all taxes, assessments and other governmental charges or levies at any time imposed upon it or upon all or any part of its income, revenues or property (real, personal or mixed), as well as all claims of any kind (including claims for labor, material or supplies) which, if unpaid, might by law become a lien or charge upon all or any part of its income, revenues or property; provided, however, that, so long as no distraint, foreclosure sale or other transfer shall have been effected, it shall not be required to pay any such tax, assessment, charge, levy or claim by reason of this clause if (a) the amount, applicability or validity thereof shall currently be contested by it in good faith by appropriate proceedings, and (b) it shall have set aside on its books reserves (segregated to the extent required by generally accepted accounting principles and practices) reasonably deemed by it to be adequate with respect thereto.

(g) Payment of Indebtedness. Company will, and will cause each of its Subsidiaries to, pay all of its Indebtedness (whether existing on the date hereof or arising at any time thereafter) punctually when and as the same shall become due and payable by it; provided, however, that, so long as no distraint, foreclosure sale or other transfer shall have been effected, it shall not be required to make any such payment by reason of this clause if (a) its obligations to do so are currently being contested by it in good faith by appropriate proceedings, and (b) it shall have set aside on its books reserves (segregated to the extent required by sound accounting principles and practices) reasonably deemed by it to be adequate with respect thereto.