

(h) Performance of Obligations Under Certain Documents. Except to the extent permitted by the Agent, Company will, and will cause each of its Subsidiaries to, duly and properly perform, observe and comply in all material respects with all of its agreements, covenants and obligations under the Loan Agreement and each of the Fundamental Documents and each of the Ancillary Documents to which Company or such Subsidiary is a party or by which Company or such Subsidiary is bound, except to the extent Company is in good faith consenting to a provision of an Ancillary Document. Company's obligation under this clause (h) with respect to the Loan Agreement shall, with respect to all and several of the provisions thereof, survive the termination of the Loan Agreement, in such event.

(i) Notice of Amendments to Certain Documents. If (and on each occasion that):

(A) Company's Articles of Incorporation or any of the charter or other incorporation documents of any of the Subsidiaries of Company shall at any time be modified or amended in any respect whatever; or

(B) Company's by-laws or the by-laws of any of the Subsidiaries shall at any time be modified or amended in any respect whatever; or

(C) any Ancillary Document shall at any time be modified, amended or supplemented in any respect whatever;

then Company will, within ten (10) Business Days after the date on which any such modification, amendment or supplement shall first become effective, furnish to the Agent a true and complete copy of such modification, amendment or supplement.

(j) Governmental Consents and Approvals. (i) Company will, and will cause each Subsidiary of Company to, obtain or cause to be obtained all such approvals, consents, orders, authorizations and licenses from, give all such notices promptly to, register, enroll or file all such agreements, instruments or documents promptly with, and promptly take all such other action with respect to, any governmental or regulatory authority, agency or official as may be required from time to time under any provision of any applicable law and which the Trustee or the Agent deems necessary: