

(c) Notice of Litigation, etc. If (a) any action, suit, proceeding or investigation against Company or any of its Subsidiaries, or in which Company or any of its Subsidiaries is a participant, shall be instituted in or before any court, governmental or regulatory body, agency, commission, board of arbitration or arbitrator or shall be threatened in writing and (in the reasonable judgment of the senior management of Company) the outcome of any such action, suit, proceeding or investigation would, if adversely determined materially adversely affect the present or future financial position, business, operations or prospects of Company and its Subsidiaries on a consolidated basis, or (b) in the reasonable judgment of the senior management of Company, any material adverse development, not previously disclosed by Company to the Agent in writing, shall occur in any such action, suit, proceeding or investigation, 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 such action, suit, proceeding or investigation or the occurrence of such development, Company will furnish the Agent with a written notice setting forth full particulars of such action, suit, proceeding, investigation or development and what action Company is taking or proposes to take with respect thereto.

(d) Inspection. Company will permit, and will cause each Subsidiary of Company to permit, any authorized officer, employee or representative of the Agent to visit and inspect, during normal business hours, any of the assets or properties owned or held under lease by Company or by any such Subsidiary and, on the request of the Agent, to examine the books of account, records, reports and other papers (and to make copies thereof and to take extracts therefrom) of Company or of any such Subsidiary and to discuss the affairs, finances and accounts of Company or any Subsidiary with the directors, officers and employees of Company or any such Subsidiary, at all such times during normal business hours and as often as the Agent may reasonably request.

(e) Notice of Other Events.

(i) If (and on each occasion that) any event shall at any time occur or any condition shall at any time develop which constitutes a default or which, with notice or the lapse of time, or both, would constitute a default, 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

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