

(c) All information provided or obtained by Buyer under this Section 5.2 shall be subject to the terms and conditions of the Confidentiality Agreement between Seller and Buyer dated April 21, 1998 attached hereto as Exhibit IX.

5.3. Consents; Filings; Fulfill Conditions.

(a) Each of the parties hereto will use its reasonable best efforts to obtain consents of all Persons necessary for the consummation of the transactions contemplated by this Agreement

(b) Each of the parties hereto will use its reasonable best efforts (i) to file expeditiously all filings or submissions required under the Hart-Scott-Rodino Act in order that Seller and Buyer may consummate the transactions contemplated by this Agreement, and (ii) to make all such other filings, notifications and requests for consent, approval or permission that may be required by any statute, Law, Environmental Law, regulation or judicial decree of any jurisdiction in connection with the transactions contemplated by this Agreement and the Other Agreements. Buyer and Seller shall each furnish to the other such necessary information and reasonable assistance as the other may request in connection with the preparation of any such filings, submissions, notifications and requests. Buyer and Seller shall each keep the other apprised of any communications with and any inquiries or requests for additional information made by any Governmental Authority. Buyer and Seller shall, upon the request of any Governmental Authority, supply such authority with any additional requested information as expeditiously as is reasonably possible, and shall use their reasonable best efforts to cause the satisfaction or termination of the applicable waiting period or any extension thereof under the Hart-Scott-Rodino Act or any other applicable pre-merger notification laws.

(c) Seller and Buyer shall each use its reasonable best efforts (i) to cause to be fulfilled the conditions to their respective obligations set forth in Sections 8.1 and 8.2 and (ii) to