

H. *Sale or Discount of Receivables.* Discount or sell with recourse, or sell for less than the face value thereof, any of its notes or accounts receivable;

I. *Supply Contracts.* Enter into or be a party to any contract (other than the Inter-Company Agreement) for the purchase of materials, supplies or other property if such contract requires that payment for such materials, supplies or other property shall be made regardless of whether or not delivery of such materials, supplies or other property is ever made or tendered; or

J. *Transfer of Business.* Transfer or cause to be transferred, by any method whatsoever, any substantial part of its present or future business to any Affiliate or make or permit the making of any arrangement whereby an Affiliate will assume or take over any substantial part of the present or future business of the Company or any Subsidiary, except as permitted by clauses (i), (ii) and (iii) of Division E of Section 5.10.

SECTION 5.11. *Sale of Stock of Subsidiaries.* The Company will not permit any Subsidiary to issue, sell or dispose of any shares of any class of such Subsidiary's stock (other than directors' qualifying shares) except to the Company or NII.

SECTION 5.12. *Completion of Nylon 66 Plant.* The Company will cause NII to proceed with all reasonable speed with the construction to completion of its Nylon 66 Plant and will cause such Subsidiary to complete such construction on or before June 30, 1967. Such construction shall be deemed to have been completed when (1) the Nylon 66 Plant achieves a production capacity of nylon 66 fibers at the rate of not less than 40,000,000 pounds annually on an economically sound basis, and (2) the Company shall have delivered to the Trustee and to the holders of the Bonds (i) an Officers' Certificate and, if then or theretofore requested in writing by the holders of not less than 66 $\frac{2}{3}$ % in aggregate principal amount of the Bonds at the time outstanding, a certificate signed by an Engineer, to the effect set forth in clause (1) above, (ii) an Officers' Certificate stating that the Company has paid, and has obtained lien waivers with respect to, all claims for labor in connection with such construction, and that all other costs in such