

contingently liable in connection with the obligations, stock or dividends of, or own, purchase or acquire stock, obligations or securities of, any other Person, *provided* that the aggregate **principal amount of such loans and advances, plus the aggregate amount of such contingent obligations** (which shall not in any event exceed \$1,000,000 in the aggregate for the Company and all Subsidiaries), plus the aggregate amount of the investment in such stock, obligations and securities shall not exceed \$5,000,000 at any time outstanding for the Company and all Subsidiaries, and *provided further*, that no Subsidiary shall make any loan or advance to, or acquire any stock, obligations or securities of, the Company;

D. *Sale of Stock and Debt of Subsidiaries.* Sell or otherwise dispose of, or part with control of, any shares of stock or Funded or Current Debt of any Subsidiary, except to the Company, and except that all shares of stock and Debt of any Subsidiary at the time owned by or owed to the Company and all Subsidiaries may be sold as an entirety for a cash consideration which represents the fair value (as determined in good faith by the Board of Directors of the Company) at the time of sale of the shares and Debt so sold, *provided* that (i) the assets of such Subsidiary do not constitute a substantial part of the consolidated assets of the Company and all Subsidiaries, (ii) such Subsidiary shall not have contributed a substantial part of Consolidated Net Earnings (as defined in Section 5.09) for any of the three fiscal years then most recently ended, and (iii) such sale is desirable in the business of the Company, is not prejudicial to the interests of the holders of the Bonds and will not impair the security under this Indenture, and *provided further*, that, at the time of such sale, such Subsidiary shall not own, directly or indirectly, any shares of stock or Debt of any other Subsidiary (unless all of the shares of stock and Debt of such other Subsidiary owned, directly or indirectly, by the Company and all Subsidiaries are simultaneously being sold as permitted by this Division D);

E. *Merger and Sale of Assets.* Merge or consolidate with any other corporation or sell, lease or transfer or otherwise dispose of all or any substantial part of its assets, or assets which