

9. Investments, Loans, Guaranties, Leases, etc.

Without the prior written consent of the holder or holders of the Notes at the time outstanding, the Company will not itself, and will not permit any Subsidiary to:

- (a) purchase or otherwise acquire any stock or other securities except obligations of the United States of America; or
- (b) make any loan or advance to any other corporation, association, partnership, organization, business or individual; or
- (c) be or become liable, directly or indirectly, upon any Indebtedness of any other corporation, association, partnership, organization or business, or individual; or
- (d) be or become liable, directly or indirectly, upon or with respect to any lease of any property previously owned by the Company or a Subsidiary and sold or transferred with a view to the leasing of the same back to the Company or a Subsidiary, or of any property leased to the Company or a Subsidiary on terms involving or contemplating the equivalent of a sale thereof or an eventual rental thereof at a rent materially below the fair rental value thereof at the time the lease is entered into, or any lease to the Company or a Subsidiary involving an option to the lessee to purchase the leased property for an amount below the fair market value thereof at the time the lease is entered into; or
- (e) lease or purchase any property from any director, officer or stockholder (holding as much as 5% of the outstanding shares of stock of the Company of any class) of the Company, or from any spouse, relative within the