

(iii) other liens, charges and encumbrances incidental to the conduct of its business or the ownership of its assets which were not incurred in connection with the borrowing of money or the obtaining of advances or credit and which do not in the aggregate materially detract from the value of its assets or materially impair the use thereof in the operation of its business;

(iv) mortgages or other liens on property or assets of a Subsidiary to secure obligations of such Subsidiary to the Company or another Subsidiary;

(v) any mortgage, pledge, encumbrance, lien or charge of any kind (including the charge upon property purchased under conditional sale or other title retention agreements) existing on any property of any corporation at the time it becomes a Subsidiary or existing prior to the time of acquisition upon any property acquired by any Subsidiary (other than NII) through purchase, merger or consolidation or otherwise, whether or not assumed by such Subsidiary, or placed upon property being acquired by such Subsidiary, *provided* that the aggregate amount of the Funded or Current Debt secured by all such mortgages and other encumbrances and any other encumbrances permitted by clause (vi) below does not violate the proviso of clause (ii) of Division B of Section 5.10; and

(vi) any mortgage or other lien renewing, extending or refunding any mortgage or other lien permitted by clause (v) above, *provided* that the principal amount secured is not increased, and the lien is not extended to other property;

B. *Debt.* Create, incur, assume or suffer to exist any Funded or Current Debt, except

(i) Funded Debt represented by the Bonds;

(ii) Funded or Current Debt secured by the mortgages and other encumbrances permitted by the provisions of clauses (v) and (vi) of Division A of Section 5.10 or unsecured and issued or assumed in part payment to sellers of properties or businesses acquired by the Company or any Subsidiary, *pro-*