

stock or dividends of, or own, purchase or acquire any stock or securities of or any interest in, or make any capital contribution to, any Person, except that the Company or any Subsidiary may

(i) make or permit to remain outstanding loans or advances to any Subsidiary; *provided, however*, that the Company may not lend any of the proceeds realized by it from the sale of the Bonds of the 1984 Series unless such loan or loans are evidenced by the NII Note and the Company shall have delivered to the Trustee, at the time of the making of each such loan, a certificate signed by a duly authorized officer of the Company and of NII to such effect;

(ii) in the case of the Company or NII only, own, purchase or acquire stock or securities of a Subsidiary or of a corporation which immediately after such purchase or acquisition will be a Subsidiary;

(iii) acquire or own stock or securities received in settlement of debts (created in the ordinary course of business) owing to the Company or any Subsidiary;

(iv) own, purchase or acquire prime commercial paper or certificates of deposit due within one year from the date of purchase, obligations of the United States Government or any agency thereof, and obligations guaranteed by the United States Government;

(v) endorse in the ordinary course of business negotiable instruments in the course of collection;

(vi) guarantee obligations of Subsidiaries which are not prohibited by Division B of Section 5.10; and

(vii) make or permit to remain outstanding loans or advances to, or guarantee, endorse or otherwise be or become contingently liable in connection with the obligations, stock or dividends of, or own, purchase or acquire stock or securities of, any 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