

or assets, whether now owned or hereafter acquired, except (i) the lien of the Indenture, (ii) permitted liens, and (iii) charges upon property purchased under conditional sales or other title retention agreements permitted by § 6.14(f);

(b) Create, incur, assume or suffer to exist any funded debt except:

(1) Bonds issued and outstanding under this Indenture;

(2) the Subordinated Debentures;

(3) any funded debt of the Company issued in order to refund the 6½% Subordinated Debentures due March 1, 1980 of the Company, including any Subordinated Debentures issued to refund said 6½% Subordinated Debentures previously issued; provided that the principal amount thereof is not in excess of the principal amount of said 6½% Subordinated Debentures concurrently being retired plus an amount sufficient to provide for any discount on such funded debt or any premium on said 6½% Subordinated Debentures, or both; and provided further that any funded debt issued to refund said 6½% Subordinated Debentures shall mature not earlier than November 1, 1975, shall not contain provision for any sinking or analogous fund providing for the retirement thereof in amounts greater than the amounts of said 6½% Subordinated Debentures to be retired by the sinking fund provided for in § 6.01 of the Indenture described in the definition of Subordinated Debentures contained in Article 1 hereof, shall not contain provision for payment of interest in amounts greater than the amounts required by the provisions of § 2.01 of such Indenture, and shall be subordinated to the Bonds to at least the extent provided in Article 4 of such Indenture;

(4) the Convertible Notes;

(5) funded debt of any subsidiary to the Company;

(6) funded debt to the extent involved in the disposal of notes or accounts receivable permitted by § 6.14(h);

(7) funded debt of the Company incurred or assumed by the Company on the merger of Thermogas Company, an

Iowa corporation, with and into the Company and funded debt of any corporation outstanding at the time it became a subsidiary as a result of such merger not exceeding in the aggregate \$14,700,000 for the Company and all subsidiaries;

(8) unsecured funded debt of the Company and funded debt of the Company or any subsidiary secured by permitted liens or charges upon property purchased under conditional sales or other title retention agreements permitted by § 6.14(f) not exceeding in the aggregate \$2,500,000 at any one time outstanding for the Company and all subsidiaries; and

(9) until February 28, 1970 other unsecured funded debt of the Company not exceeding \$14,000,000 aggregate principal amount;

(c) Make or permit to remain outstanding any loan or advance to, or own, purchase or acquire any stock or securities of, any other person, except that the Company or any subsidiary may: (i) 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, (ii) make or permit to remain outstanding loans or advances to any subsidiary, (iii) purchase or acquire direct obligations of the United States of America, tax anticipation notes and prime commercial paper due within one year, (iv) own or hold stock or other securities of any other person acquired by the Company as a result of the merger of either Thermogas Company, an Iowa corporation, or Indian Point Farm Supply, Inc., a Delaware Corporation, with and into the Company or held by any corporation at the time it became a subsidiary as a result of either such merger, provided that the aggregate cost of such stock and securities held by the Company and all of its subsidiaries shall not exceed \$1,000,000, and (v) own, purchase or acquire common stock of Tropical Gas Company, Inc., a Panama corporation;

(d) Sell or otherwise dispose of any shares of stock or funded or current debt of any subsidiary, except to the Company or another subsidiary, and except that all shares of stock and debt of any subsidiary at the time owned by or