

SAML DODD WORTH STATIONERY CO KANSAS CITY MO 64114

and delivery of Bonds under the provisions of Article Six hereof;

C. Payment, redemption or other retirement, at not exceeding the prices herein below in this Section set forth of Bonds theretofore authenticated and delivered under this Indenture, which might be made the basis of the authentication and delivery of Bonds under the provisions of Article Seven hereof; and/or

D. The acquisition by the Company of additional property which might be made the basis of the withdrawal of money by the Company under the provisions of Paragraph A. of Section 50 hereof;

provided, however, that the Company may, for any calendar year, be credited for the purposes of this Section with any amounts expended and/or charged by it in any calendar year of the 4 calendar years next preceding, in excess of the sum hereby covenanted to be expended and/or charged in such calendar year and not previously credited under the provisions hereof against a deficiency in some year subsequent to that in which such excess was expended; and, provided further, that, out of such 12½% of gross operating revenue, there shall be expended for maintenance such amount as is reasonable and necessary and in conformity with the approved practice of companies operating properties similar to those of the Company. If the amount expended and/or charged by the Company for the purposes aforesaid in any calendar year (including any excess from previous years with which the Company is entitled to be credited as aforesaid) shall be less than said 12½%, then, within 90 days after the close of such calendar year, the Company shall pay to the corporate Trustee a sum in cash equal to such deficiency. All sums so paid to the corporate Trustee shall be held and paid over or applied by the corporate Trustee as provided in Article Eleven hereof.

Expenditures made by the Company for the purposes mentioned in the foregoing Paragraphs E and G of this Section shall not in any case exceed the price at which the refundable bonds or the Bonds authenticated and delivered hereunder, as the case may be, might at the time of their payment, redemption or other retirement have been redeemed, if they shall then be redeemable, or, if they shall not then be redeemable at a price not exceeding the price at which they shall next thereafter be redeemable or, if they are never redeemable, at a price not exceeding 105% of their principal amount. Such expenditures shall in no case, however, include any amounts paid for accrued interest on bonds or refundable bonds purchased, redeemed or otherwise retired.

In computing gross operating revenue for the purposes of this Section, revenue derived from construction and/or from the sale of appliances shall be considered non-operating revenue.

The Company covenants and agrees that no Bonds shall be authenticated and delivered under, or any cash be withdrawn or any property released from, this Indenture upon the basis of the acquisition of any additional property or the payment, redemption or other retirement of any bonds, expenditures whereof shall have been credited or utilized by the Company to meet the requirements of this Section.

Section 45. The Company will not extend or consent to the extension of the time of payment of the principal or interest of any refundable bond not at the time deposited hereunder or under a refundable lien; and at or before the maturity thereof the Company will pay or cause to be paid the principal of, or will acquire and pledge hereunder or under a refundable lien, all such bonds. Until paid or discharged at maturity or otherwise, the Company will pay or cause to be paid the interest on all refundable bonds at the times and at the place or places set forth therein or in the coupons attached thereto; and the Company will prevent any default or other thing whereby the right might arise to enforce by foreclosure or otherwise any refundable lien.

Section 46. The Company will, immediately upon the acquisition thereof, deposit with the corporate Trustee under Article Six hereof all refundable bonds at any time hereafter acquired by the Company. The Company shall have the right to increase the amount of the outstanding issue of bonds, or to issue additional bonds, under any prior lien, if permitted so to do by the terms of said lien, and within the limitations and upon compliance with the provisions therein contained. The Company covenants and agrees, however, that it will not increase the outstanding issue of bonds or issue additional bonds under any prior lien, unless all additional bonds so issued shall be forthwith deposited with the corporate Trustee to be held upon and subject to the provisions contained in Article Six hereof. Nothing in this Section contained, however, shall affect the issuance of bonds under any prior lien to replace any mutilated, lost, stolen or destroyed bonds, if and to the extent permitted by such lien.

Section 47. All property of every kind, real, personal or mixed, other than excepted property as hereinafter defined, which may be acquired after the date hereof, shall, immediately upon the acquisition thereof by the Company to the extent of such acquisition, and without any further conveyance or assignment, become and be subject to the direct lien of this Indenture as fully and completely as though now owned by the Company and specifically granted and described in the Granting Clauses hereof. At any and all times the Company will do, execute acknowledge and deliver or will cause to be done, executed, acknowledged and delivered, all and every such further acts, deeds, transfers and assurances for the better assuring, conveying and confirming unto the Trustees all and singular the property hereby conveyed or intended so to be, as the Trustees shall reasonably require for better accomplishing the provisions and purposes of this Indenture, and for securing payment of the principal of and interest on the Bonds issued hereunder.

Section 48. The Company will at all times keep all of its buildings, structures, machinery, fixtures, equipment, appurtenances and property which are of an insurable nature and of the character usually insured by companies operating properties similar to the properties of the Company, insured against loss or damage by fire and from other causes customarily insured against by similar companies. Such insurance shall be effected by one or the other of the following methods, or partly by one and partly by the other:

A. Said property shall be insured with insurers of good standing. The amount of such insurance shall at all times be equal to 80% of the fair value of the property insured. All policies or other contracts for such insurance upon any part of the trust estate shall provide that the proceeds of such insurance shall be payable to the Trustees as their interest may appear. The proceeds of all such insurance received by the Trustees shall be deposited with the corporate Trustee and shall be held and paid over or applied by the corporate Trustee as provided in Article Eleven hereof. In case any part of the trust estate covered by any