

SAND DORRORTH STATIONERY CO KANSAS CITY MO 64104

are no longer useful, necessary or profitable in the conduct of the business of the Company, first or simultaneously replacing the same by new machinery, equipment, furniture, apparatus, tools or implements of a value at least equal to that of those disposed of, which shall forthwith be subject to the direct lien of this Indenture; and no purchaser thereof shall be bound to inquire into any question affecting the right of the Company to sell or otherwise dispose of the same free from the lien of this Indenture;

B. To abandon, terminate, cancel, release or make changes or alterations in or substitutions of any leases, rights of way, agreements or contracts subject to the lien of this Indenture, provided that any changed, altered or substituted leases, rights of way, agreements or contracts shall forthwith become subject to the lien of this Indenture to the same extent and in the same manner as those previously existing;

C. To surrender or assent to the modification of any franchise, license or permit which it may own or under which it may be operating, provided that after the surrender or modification of any such franchise, license or permit, the Company shall still, in the opinion of the Board of Directors of the Company, be entitled, under some other or without any franchise, license or permit, to conduct its business in the territory in which it is then operating;

D. To alter, repair, replace, change the location or position of and add to its plants, works, buildings, structures, systems, machinery, transmission and distribution systems equipment, apparatus and other fixtures and appurtenances; and/or

E. To convey to the United States of America, free from the lien of this Indenture, such lands, easements and rights as may be required for locks, navigation facilities or other purposes by any law, franchise or permit pursuant to which the Company may be authorized to occupy or interfere with navigable waters.

Section 24. The Company shall have the right, at any time and from time to time, unless an event of default shall have happened and shall not have been remedied, to sell or exchange any part of the mortgaged property which shall no longer be useful, necessary, profitable or advantageous in the judicious management and maintenance of the trust estate or in the conduct of the business of the Company. The consideration for the property so sold or exchanged may be (i) cash and/or (ii) property which could be made the basis for the authentication and delivery of Bonds under Article Four of this Indenture; except that, in lieu of the limitations and delivery of Bonds under Article Paragraph A of Section 18 hereof, the limitations with respect to prior liens, changes or encumbrances on such property shall be those required by Clause (4) of Paragraph B of this Section. The Trustees shall, from time to time, release property so sold or exchanged from the operation and lien of this Indenture, but only upon receipt by the corporate Trustee of:

A. A RESOLUTION OF THE BOARD, requesting such release and describing the property so to be released.

B. A CERTIFICATE OF THE COMPANY, signed also (except as to Clause (5) of this Paragraph) by an engineer selected by the Company and acceptable to the corporate Trustee, who may be in the employ of the Company, setting forth in substance as follows:

(1) That the Company has sold or exchanged or has contracted to sell or exchange the property so to be released for a consideration described in said certificate, and that such sale or exchange is desirable in the conduct of the business of the Company and that the property to be released is no longer useful, necessary, profitable or advantageous in the judicious management and maintenance of the trust estate or in the conduct of the business of the Company.

(2) That the consideration described in said certificate has a value to the Company at least equal to that of the property to be released.

(3) Whether any part of such consideration consists of additional property, and if so, that the same constitutes additional property as said term is defined in Section 18 hereof (except for the provisions of Clause (5) of Paragraph A of said Section 18), and that no part of said property is property whose acquisition under the provisions of said Section 18 (except as aforesaid) is not permitted to be made the basis for the authentication and delivery of Bonds under Article Four hereof.

(4) Whether such consideration includes any additional tract or parcel of real estate, and if so, a separate description of such tract or parcel shall be included in the certificate.

(5) That no event of default has occurred under this Indenture which has not been remedied.

C. ANY AND ALL MONIES AND/OR OBLIGATIONS stated in said certificate to be the consideration for the property so to be released, unless some other disposition, in the opinion of counsel referred to in the following Paragraph D, shall be required by some lien prior to the lien of this Indenture; and/or, in case the consideration for the property to be released, or any part thereof, consists of additional property, the MORTGAGES, DEEDS, CONVEYANCES, ASSIGNMENTS, TRANSFERS AND INSTRUMENTS OF FURTHER ASSURANCE, if any, specified in Clause (3) of the opinion of counsel referred to in the following Paragraph D. The money and/or obligations so received by the corporate Trustee shall be held and paid over or applied by the corporate Trustee as provided in Article Eleven hereof.

D. AN OPINION OR OPINIONS OF COUNSEL.

(1) stating that the instruments which have been or are therewith delivered to the corporate Trustee conform to the requirements of this Indenture and constitute sufficient authority under this Indenture for the Trustees to execute and deliver the release requested, and that, upon the basis of the consideration described in the certificate delivered to the corporate Trustee pursuant to Paragraph B of this Section, the property so sold or exchanged may be released from the operation and lien of this Indenture pursuant to the provisions of this Section;

(2) stating that any obligations included in the consideration for the property so to be released are valid obligations and are duly secured by a valid purchase money mortgage constituting a direct lien upon the property to be released, free and clear of all prior liens, except