

BANK, DODD WORTH STATIONERY CO KANSAS CITY MO 64111

property, the amount to be so paid shall be equal to, but shall not exceed, the amount of the difference between

- (1) the cost or fair value, whichever is less, of the additional property referred to in Paragraph A of Section 19 hereof, instead of 70% thereof; and
- (2) the amount specified in Paragraph B of Section 19 hereof.

B. They may be applied by the corporate Trustee to the payment of the principal of Bonds, either at maturity or upon redemption by the Company in accordance with the provisions of Article Eight hereof, the Company providing, from funds not constituting a part of the trust estate, for the premium and/or accrued interest, if any, paid or required in connection with any such redemption; and/or

C. To the extent that any such moneys are proceeds of insurance upon any part of the mortgaged property, they may be paid over upon the written order of the Company for the purpose of repairing, restoring or replacing the property destroyed or damaged, but only upon the receipt by the corporate Trustee of

(1) A CERTIFICATE OF THE COMPANY, stating that expenditures have been or are about to be made for such purpose, and the amount thereof, and also stating that the amount so expended or to be expended is not in excess of the reasonable value of such repairs, restorations or replacements, and also stating that no part of such expenditures has theretofore been or will be made the basis for the authentication and delivery of Bonds or the withdrawal of any cash or proceeds of any property from the lien of this Indenture, or has been made out of the part of the mortgaged property released from the lien of this Indenture, or out of the proceeds of any or taken by the exercise of the power of eminent domain; and

(2) AN OPINION OF COUNSEL to the effect that such repairs, restorations or replacements are, or upon their completion will be, subject to the direct lien of this Indenture free from all other liens, charges or encumbrances prior to the lien of this Indenture, except taxes for the then current year, and except also any other prior liens, charges or encumbrances to which the property so destroyed or damaged shall have been subject.

The amount so to be paid shall be the amount of the expenditures stated in such certificate, and the Company covenants and agrees that it will use and apply the moneys so paid to the purpose stated in such certificate, with all reasonable despatch. Upon receipt of a certificate of the Company to the effect that any of the mortgaged property damaged or destroyed and described in such certificate has been fully repaired, restored or replaced, the corporate Trustee shall pay over upon the written order of the Company all moneys, if any, received and then held by it on account of the damage to or loss of such property.

Section 61. In case the amount at any one time received by the corporate Trustee as in Section 60 provided, shall not exceed \$25,000, the same may (unless an event of default shall have happened and shall not have been remedied) be paid over to the Company upon its written request to be applied by it to one or more of the purposes mentioned in Section 60 hereof; and the Company covenants and agrees that it will, within 12 months after such money shall have been so paid over, apply the same to one or more of the purposes aforesaid and file with the corporate Trustee the instruments which, by the provisions of Section 60 hereof, would have been filed with the corporate Trustee to entitle the Company to have the moneys paid over or applied as in Section 60 provided, with such appropriate variations as are necessitated by the fact that said moneys have theretofore been paid over by the corporate Trustee without prior compliance with Section 60.

Section 62. In case the amount at any one time so received by the corporate Trustee shall exceed 25% of the aggregate principal amount of all Bonds at the time outstanding, and all of said amount shall not, within 3 years after the receipt thereof by the corporate Trustee, have been applied to one or more of the purposes mentioned in Section 60 hereof, the amount not so applied shall thereupon be set aside by the corporate Trustee and thereafter applied exclusively to the purpose mentioned in Paragraph B of said Section 60.

Section 63. The corporate Trustee shall not be responsible for the collection of the principal of or interest on any purchase money obligation which it may receive pursuant to the provisions of Section 54 hereof. All interest on such purchase money obligations, as and when received by the corporate Trustee (unless an event of default shall have happened and shall not have been remedied), shall be paid from time to time upon the written order of the Company.

Section 64. Any and all money received by the corporate Trustee as provided in Section 60 hereof or under any other provision of this Indenture or of any supplemental Indenture may be treated by the corporate Trustee, until required to be paid out conformably herewith, as a deposit, without any liability for interest, save such as the corporate Trustee shall from time to time allow on other deposits of a similar character or as the Company and the corporate Trustee may from time to time agree upon. Nevertheless, at the election of the Company evidenced by a resolution of the Board delivered to the corporate Trustee, any and all such money, in whole or in part, shall, from time to time (unless an event of default shall have happened and shall not have been remedied) be deposited by the corporate Trustee, in its corporate name as Trustee, with such other depository or depositories as shall be designated by or pursuant to the provisions of such resolution, to be held at all times subject to withdrawal by the corporate Trustee when required for the purposes of this Indenture or of such supplemental Indenture, or when requested by or pursuant to a resolution of the Board delivered to the corporate Trustee, and subject also to such agreement or arrangement as to interest on the deposit thereof as may be made by and between any such depository and the Company. Every such depository shall be a trust company or national bank, within or without the State of Minnesota, but within the continental United States, approved by the corporate Trustee. All sums at the time deposited with any such depository shall nevertheless for all purposes of this Indenture or of such supplemental Indenture, be deemed to be held by and deposited with the corporate Trustee. The corporate Trustee shall not be under any liability in respect of any sums while deposited with any such depository, nor shall any such depository be under any obligation to see to the application of any sums withdrawn from it.

ARTICLE TWELVE.

REMEDIES OF TRUSTEES AND BONDHOLDERS.

Section 65. In case one or more of the following events, herein called "events of default", shall happen, that is to say: