

SAML BODENWORTH STATIONERY CO KANSAS CITY MO 64104

as shall now diminish the value of the Mortgaged Property.

Section 6. In case any insurance, release, eminent domain or other moneys held by the trustee or mortgagee under any Underlying Indenture, or the pledgee or mortgagee under any pledge or mortgage permitted by the provisions hereof, shall be withdrawn and applied pursuant to the requirements of such Underlying Indenture or pledge or mortgage, the Trustee shall release any and all lien on or claim to such money under the provisions hereof upon receipt of a request to that effect from the Company or from such trustee, mortgagee or pledgee, and upon receiving an Opinion of Counsel that such money is being withdrawn under such pledge or mortgage pursuant to the requirements thereof relating to withdrawals thereunder of the proceeds of insurance, release, eminent domain or other moneys received from or on account of property embraced in such Underlying Indenture or such pledge or mortgage.

All Moneys received by the Trustee, to be applied under this section 6 either from insurance upon or damage to the Mortgaged Property, or pursuant to sections 2 and 4 of this Article or of section 9 of Article IV hereof, and all moneys received by the Trustee from the Company or from the trustee, mortgagee or pledgee under any Underlying Indenture, pledge or mortgage permitted by the provisions hereof, not required to be otherwise disposed of pursuant to the requirements of such Underlying Indenture, pledge or mortgage, and all other moneys in the hands of the Trustee hereunder the disposition of which is not herein otherwise provided for, shall be held by the Trustee, subject to the provisions of subsection H of section 1 of Article VII hereof as security for the payment of the Bonds, and unless applied to such payment may be used and applied in the following manner:

In case the Company shall within one (1) year after the receipt by the Trustee of such money or within such further period as is hereinafter allowed, acquire or construct Additional Property, then the Trustee (subject to the provisions of sections 7 and 8 of this Article and upon the conditions hereinafter referred to) shall pay to the Company in installments from time to time, to or on the written order of its treasurer, such portion of such moneys as shall equal the Cost or Fair Value to the Company, whichever is less, of the Additional Property so acquired or constructed by the Company. Before paying any money to the Company under the provisions of this section, the Trustee shall in every case receive a written application of the president or treasurer of the Company requesting the payment of a stated amount of money hereunder, accompanied by a Directors' Resolution authorizing such application, and accompanied by the proofs, evidence and authorizations conforming to the provisions hereof and evidencing compliance therewith specified in subdivisions A (except in so far as the provisions of said subdivision A relate to Net Earnings), C, D, E and G of Section 3 of Article III hereof; provided however, that cash deposited with the Trustee, or a depository approved by the Trustee, in respect of the purchase or discharge of Underlying Obligations, shall be paid to the Company without compliance with the foregoing requirements of this section 6 but only upon the pledge with the Trustee, or a depository approved by the Trustee as herein provided of the particular Underlying Obligations in respect of which the cash applied to be withdrawn was deposited, or upon furnishing to the Trustee evidence satisfactory to the Trustee that such Underlying Obligations in question have been paid and canceled, or upon the release from the lien of this Indenture, pursuant to the provisions hereof, of such Underlying Obligations in connection with such release of property securing such Underlying Obligations.

If before, the end of said year the Company shall in good faith have begun the acquisition or construction of such Additional Property but desires a greater length of time for the completion of the work than said year, then the time for the completion of said work shall be extended for a further period of one (1) year, with the same right on the part of the Company during said additional year to receive portions of said moneys in the same manner as if such acquisition or construction had been completed within the first year; provided, however, that, if in the judgment of the Trustee the failure of the Company to complete such acquisition or construction within said further period is without fault on its part, such additional time may be permitted for the completion of such acquisition or construction as in the Trustee's judgment may be reasonable. In case the Company shall not diligently proceed with such acquisition or construction, or shall abandon the same, the Trustee at any time in its discretion may declare the Company in default hereunder and thereupon may pursue any remedy provided by Article V hereof in the event of a default therein specified, or the Trustee, without waiting such or any other default or impairing any other right or remedy consequent on such or any other default, may complete or cause to be completed all or any part or parts of such acquisition or construction out of the moneys in its hands hereunder, and in such event the Company forthwith upon the demand of the Trustee, will pay to the Trustee from time to time such further moneys as in the Trustee's opinion will be required for such completion.

In case the Company shall not complete such acquisition or construction with reasonable promptness and within the period or extended period of time hereinbefore specified, and in case the Trustee shall not complete or cause to be completed the same as hereinbefore provided, or in case in any event the Company notifies the Trustee in writing of its intention not to employ said moneys, pursuant (to the extent applicable) to the provisions of section 10 of Article IV in acquiring or constructing Additional Property or in case in any event the Company shall complete, and shall give written notice of completion to the Trustee of, such acquisition or construction of such Additional Property without exhausting specific moneys received by the Trustee from insurance or damage to the Mortgaged Property, or received by the Trustee pursuant to the provisions of section 2 or 4 of this Article to be applied under this section 6 or from a pledgee or mortgagee under any pledge or mortgage permitted by the provisions hereof, or other specific moneys in the hands of the Trustee the disposition of which is not herein otherwise provided for, then and in each such case the Trustee shall apply such moneys as soon as reasonably convenient in retiring or redeeming Bonds in accordance with the provisions of Article X of this Indenture; but any such application shall not relieve the Company from any of its obligations in connection with any sinking fund under any provisions of this Indenture.

Section 7. The matters required by any of the provisions of this Article to be dealt with by any Directors' Resolution, Officers' Certificate, Engineer's Certificate or Opinion of Counsel may be covered by two or more resolutions, certificates or opinions, as the case may be, which shall be considered together, and the same officer or officers of the Company or the same engineer, counsel or other person or persons, as the case may be, need not certify to all the matters required to be certified by such person or persons under the provisions hereof. The Company shall always be at liberty to file with the Trustee resolutions, certificates or opinions additional to those originally filed in respect of any such releases or of any such Additional Property for the purpose of evidencing subsequent changes in respect thereof or in respect of the availability thereof as a basis for the release of property or the withdrawal of money hereunder.

All resolutions specified in this Article shall be adopted and delivered to the Trustee and all certificates and opinions specified in this Article (except in respect of the Cost, and of the Fair Value at the time of acquisition, of any Additional Property) shall be executed and delivered to the Trustee, in each case within ninety (90) days of the date of filing, as herein provided, with the Trustee, of any application provided for in this Article; and such certificates and opinions shall each refer to this Indenture and shall recite that all statements made therein are true with reference to all pertinent definitions and uses of terms herein.

Section 8. The Company shall not have the right to exercise any of the privileges in this Article set forth during the continuance of any default or event of default hereunder (whether during or after the periods of grace specified in section 1 of Article V hereof) except with the written consent of the Trustee, which may give or withhold such consent from time to time in its uncontrolled discretion.

In case the Mortgaged Property shall be in the possession of a receiver lawfully appointed all acts which, under the foregoing provisions of this Article, the Company may do in order to make