

SAME, DODD WORTH STATIONERY CO KANSAS CITY MO 1281

of the Bonds outstanding hereunder shall so request), the Trustees in their discretion may, and if requested in writing by the Company or by the holders of a majority in amount of the Bonds outstanding hereunder and provided with the amount of cash necessary therefor, shall purchase or cause to be purchased such property, and shall use such securities, in so far as may be, to make payment for such property, and in case of any such purchase, the Trustees shall take such steps as they may deem proper to cause such property to be vested either in the Company and made subject to this Indenture, or be vested in some other corporation organized or to be organized with power to acquire and manage such property, provided, however, that in the latter case all of the securities of such other corporation (except the number of shares required to qualify directors) shall be pledged under this Indenture.

Sec. 8.09. The Trustees may at any time take such steps as in their discretion they shall deem advisable to protect their interest and the interests of the bondholders hereunder in respect of any securities comprising any part of the trust estate, and may, and shall if so requested by the holders of a majority in principal amount of the Bonds at the time outstanding hereunder and indemnified to their satisfaction, join in any plan of reorganization or readjustment in respect of any such shares of stock and bonds or other securities, and accept new securities issued in exchange therefor on reorganization or readjustment. Any new securities so received shall be held by the Corporate Trustee subject to the lien and provisions of this Indenture, but all the provisions herein contained shall be applicable to such new securities in like manner as to the securities in exchange for which they were issued.

Sec. 8.10. The Company forthwith, on demand of the Corporate Trustee, will pay or satisfactorily provide for all expenditures, together with interest thereon, incurred by the Trustees or either of them under any of the provisions of this Article; and in any case, without impairment of or prejudice to any of their rights hereunder by reason of default of the Company, the Trustees may in their discretion advance all such expenses and other moneys required, or may procure such advances to be made by others and for such advances made by the Trustees, or others at their request, together with interest thereon, the Trustees shall have a lien under this Indenture preferential to the Bonds upon all stocks, bonds or other securities in respect of which such advances shall have been made, and the proceeds thereof, and upon the property acquired by means thereof, as well as upon the trust estate.

Sec. 8.11. Any subsidiary or other corporation shares of the capital stock of which shall be pledged under this Indenture may be consolidated with or merged into, or may transfer its properties as an entirety to the Company; provided that all of the fixed property of the corporation so consolidated with or merged into the Company or so transferred to the Company shall immediately, upon such consolidation, merger or transfer and as a part thereof, be subjected to this Indenture as a first lien thereon; and provided further, that in the case of the consolidation of a subsidiary with the Company, the provisions of Article 12 shall be complied with. Upon the consummation of any such consolidation, merger or transfer, the shares of stock and obligations of such other corporation shall forthwith be released by the Corporate Trustee and be surrendered to the Company for cancellation; provided there shall have been delivered to the Corporate Trustee an opinion of counsel as to the legality of such action, and that the title of such corporation to its fixed properties has been validly vested in the Company, and subjected to this Indenture as a first lien thereon together with a proper supplemental indenture or other instrument conveying and mortgaging to the Trust the said fixed properties.

Sec. 8.12. Nothing in this Indenture contained shall prevent the consolidation or merger of any subsidiary or other corporation, shares of the capital stock of which shall be pledged under this Indenture, with or into any other corporation (other than the Company); provided, however, (1) that the whole consideration payable, distributable or deliverable on account of the securities pledged hereunder, or to the owners thereof, shall become subject to the lien of this Indenture, and shall be pledged hereunder in like manner as the securities previously so pledged, and (2) that if any corporation which is a party to such consolidation or merger be a subsidiary, then the corporation resulting from such consolidation, or into which such merger is effected, shall likewise be established as a subsidiary pursuant to the requirements of Sec. 1.06, and (3) that the security afforded by this Indenture shall not thereby be impaired or prejudiced. The capital stock of any corporation any of whose stock shall be pledged hereunder may for the purpose of carrying out any transaction authorized by the foregoing provisions of this Section and as a part of such transaction be increased or decreased as much as may be necessary therefor. The Corporate Trustee shall be fully protected in accepting an opinion of counsel as conclusive evidence that the security afforded by this Indenture will not be impaired or prejudiced by any such consolidation or merger. As used in this Section, the expression "consolidation or merger" shall include a sale or other transfer of the properties of a subsidiary as an entirety to another subsidiary. The Corporate Trustee is hereby authorized to give such written consents as may be necessary or appropriate to the accomplishment of any such consolidation or merger.

Sec. 8.13. The Corporate Trustee may vote upon any of the shares of stock pledged with it hereunder and may do any and all things proper to carry into effect the purposes of Sec. 8.11 and Sec. 8.12; and in order to facilitate any such consolidation, merger or transfer, the Corporate Trustee may transfer into the name of the Company, with such restrictions as it may deem sufficient for the protection of the holders of the Bonds, the shares of stock of any corporation about to be consolidated or merged or to make such transfer, which shall then stand in the name of the Corporate Trustee or its nominee or nominees or which are held by the Corporate Trustee hereunder endorsed in blank, upon receiving from the Company such instruments as the Corporate Trustee may deem necessary to secure a retransfer of such shares back into its own name or that of its nominee or nominees, if at any time it shall deem such a course expedient for the protection of the holders of the Bonds. Upon the consummation of any such consolidation, merger or transfer, the Corporate Trustee shall surrender to the corporation resulting from such consolidation or merger, for cancellation, the pledged securities of the corporations which were parties thereto (other than bonds, notes or other obligations which, in accordance with the terms of such merger or consolidation, are to remain outstanding as obligations of the resulting corporation), and shall receive in lieu thereof the securities of such resulting corporation issuable in exchange for the securities so surrendered under the terms of such consolidation or merger.

Sec. 8.14. Nothing in this Indenture shall prevent any subsidiary from making any change in the amount classification, par value, rights, preferences and/or voting powers of its capital stock, and upon receipt of an opinion of counsel that any such change has been validly effected, accompanied by certified copies of the documents whereby such change was accomplished, the Corporate Trustee shall surrender or cause to be surrendered to the subsidiary which issued the same any certificates held by the Corporate Trustee hereunder representing stock of any class affected by such change, receiving in exchange therefor certificates for the equivalent number of shares of the capital stock of such subsidiary as so changed; provided, however, that, unless such change amounts merely to a change in the number of shares into which the stock of any class or classes is divided, resulting either from a change of par value stock to stock without par value, or vice versa, or from conversion of shares of stock having par value to shares of stock of the same class but with a different par value, or from an increase or decrease of the authorized amount thereof, the Company shall furnish to the Corporate Trustee an opinion of counsel stating that the security afforded by this Indenture will not be impaired or prejudiced by such change.

Sec. 8.15. For any subsidiary first mortgage bonds hereafter deposited with the Trustee under Sec. 4.05, the Company at or before the maturity of such bonds may substitute other subsidiary first mortgage bonds in a principal amount not less than the principal amount of subsidiary bonds for which substitution is so made, maturing not later than the date of the maturity of the last maturing series of Bonds then outstanding under this Indenture, and the Corporate Trustee shall thereupon cancel and deliver to the Company the subsidiary bonds for which substitution is so made.