

SAML DODD NORTH STATIONERY CO KANSAS CITY MO 64114

with the Corporate Trustee or with the trustee of a subsidiary mortgage securing pledged subsidiary bonds or notes, subject to disposition as provided in Sec. 9.03; and (b) that, before such abandonment or surrender, there shall be furnished to the Corporate Trustee a certificate of an engineer to the effect that in his opinion such operation or such franchisees are not under the circumstances necessary or important for the operation of the other plants and properties of the Company and subsidiaries, or that such abandonment or surrender is advisable for some other specified reason, and that such abandonment or surrender will not be prejudicial to the interests of the holders of the Bonds;

(4) To enjoy and receive the benefits of all contracts made by them in the course of their business and, in the usual course of their business to modify, extend or cancel such contracts;

(5) To deal in, sell or dispose of appliances and merchandise held or acquired for sale in the ordinary course of business.

The Trustees may, however, if so requested by the Company in an application signed by the President or a Vice President and by the Secretary or Assistant Secretary or Treasurer or Assistant Treasurer, executed and release and/or consent which may be necessary or appropriate to confirm any action taken by the Company or a subsidiary as permitted by this Sec. 9.02, in which event the Trustees may accept as conclusive evidence of compliance with the foregoing provisions the statements contained in such application, together with such additional documents, if any, as are expressly required by the subdivisions pursuant to which such action shall have been taken by the Company or a subsidiary; and the Trustees in so doing shall be without liability.

Sec. 9.03. The Company may at any time while it shall be in possession thereof sell, exchange or otherwise dispose of any fixed property which shall at any time be subject to the direct lien of this Indenture and the Trustees shall release the same from the lien and operation of this Indenture upon application of the Company as hereinafter provided. The Company may also cause or permit any subsidiary at any time or from time to time to sell, exchange or otherwise dispose of any of its property (including the release thereof from any subsidiary mortgage or mortgages), provided that in the case of fixed properties the Company shall first obtain the written consent of the Trustees thereto and the Trustees shall execute and deliver to or on the order of the Company such a written consent upon application of the Company as provided in this Section. Each such application shall be signed by the President or a Vice President and by the Secretary or Assistant Secretary, or Treasurer or Assistant Treasurer of the Company, shall describe the properties proposed to be sold, exchanged or otherwise disposed of and request the release thereof, or the giving of the consent of the Trustees thereto, as the case may be, and shall be accompanied by:

(a) A certificate signed by the President or a Vice President of the Company and by an engineer stating in their opinion the fair value, to the Company or subsidiary, as of a date not more than 60 days prior to the date of the application, of the property described in the application, and further stating in substance that the disposition of such property is desirable in the conduct of the business of the Company or the subsidiary, and that when the Company or the subsidiary shall have made substitution in cash or its equivalent to the extent of the value stated in such certificate the security afforded by this Indenture will remain unimpaired; and

(b) The greater of the following two amounts: (1) the total proceeds of such sale, exchange or other disposition in money and/or other consideration equivalent thereto as defined in Sec. 9.05 and/or Sec. 9.07, or (2) money and/or such other consideration equivalent thereto equal in the aggregate to the value stated in the certificate referred to in paragraph (a) of this Section of the property the release of which is requested; and

(c) In case but only in case the value stated in the certificate referred to in paragraph (a) of this Section is in excess of \$50,000 a directors' resolution of the Company authorizing the sale, exchange or other disposition of such property and requesting the Trustees to release it from the lien and operation of this Indenture or to consent to the disposition thereof, as the case may be. The Company shall be entitled to procure the release of property of the Company, or the consent of the Trustees to the sale, exchange or other disposition of property of a subsidiary, under this Section whether or not the Company or subsidiary, as the case may be, has actually sold, exchanged or otherwise disposed thereof or contracted so to do; but no such release shall be operative to free any property of the Company from the lien of this Indenture until the Company shall have conveyed, transferred or otherwise disposed of the property therein described.

The Company covenants that it will not apply for the release of fixed property for the purpose of conveying the same to a subsidiary, unless in the opinion of the board of directors evidenced by a directors' resolution furnished to the Trustees, it shall be necessary or advisable and to the interest of the Company that the fixed property the release of which is applied for, because of local conditions existing in the state or states where such property shall be located or because of provisions of the laws of such state or states, be owned and operated by a subsidiary instead of by the Company. Sec. 9.04. In case the Company proposes to convey or shall have conveyed any property of a character excepted from the lien of this Indenture, and the grantee thereof requests the Company to furnish a written disclaimer or quitclaim by the Trustees of any interest in such property under this Indenture, the Trustees shall execute such an instrument without substitution of cash or other property upon receiving

(1) an application of the Company signed by the President or a Vice President and by the Secretary or Assistant Secretary or Treasurer or Assistant Treasurer reciting the conveyance or proposed conveyance and the request of the grantee for such a disclaimer or quitclaim and requesting the Trustees to execute such a written disclaimer of interest or quitclaim;

(2) a certificate, signed by the President or a Vice President and by the Secretary or Assistant Secretary or the Treasurer or Assistant Treasurer of the Company, describing in reasonable detail the property conveyed or to be conveyed, and stating that such property does not constitute fixed property as defined in Sec. 1.11 and has not been included in any certificate of property additions furnished to the Corporate Trustee under any provision of this Indenture; and

(3) an opinion of counsel stating that such property is not subject to the lien of this Indenture or required to be subjected thereto by any of the provisions hereof.

Such evidence shall be full authority for the Trustees to execute such disclaimer or quitclaim, and the Trustees in so doing in reliance thereon shall be without liability.

Sec. 9.05. If any fixed property of the Company or a subsidiary shall be taken through the exercise of the power of eminent domain, or if any municipal or governmental body or agency shall at any time exercise any right which it may have to purchase any part of such fixed property, the Trustees shall execute a release, or shall consent in writing to any conveyance, as the case may be, of the property so taken or purchased, upon being furnished with

(1) An application of the Company signed by the President or a Vice President and by the Secretary or Assistant Secretary or Treasurer or Assistant Treasurer describing the property in reasonable detail and stating that such property has been taken by the exercise of the power of eminent domain, or has been purchased by a municipal or governmental body or agency in the exercise of a right which it had to purchase the same, as the case may be, and further stating the amount and character of the proceeds of such property received or to be received by the Company or subsidiary; and

(2) If but only if, the consideration received or to be received therefor is in excess of \$50,000, an opinion of counsel to the effect that such property has been duly taken by the exercise of the power of eminent domain or purchased by a municipal or governmental body or agency in the exercise of a valid right which it had to purchase the same, as the case may be.

The Company covenants that the proceeds of all property so taken or purchased will, forthwith upon the receipt thereof, be paid, delivered or conveyed to the Trustees in the case of proceeds of property