

SAML DODD WORTH STATIONERY CO KANSAS CITY MO 64114

coupons shall have any right in any manner whatever by his or their action to affect, to disturb or prejudice the lien of this Indenture or to enforce any right hereunder, except in the manner herein provided; and that all proceedings at law or in equity shall be instituted, had and maintained in the manner herein provided and for the equal benefit of all holders of the outstanding Bonds and coupons.

PROVIDED, HOWEVER, that nothing in this Indenture or in the Bonds or in the coupons contained shall affect or impair the obligation of the Company, which is absolute and unconditional, to pay at the respective dates of maturity and places therein expressed the principal of the Bonds to the respective holders thereof at the times and places in the Bonds expressed, or affect or impair the right of action, which is also absolute and unconditional, of such holders to enforce such payment; and provided, further, that, in case of the designation for redemption of a part but not all of the Bonds, the holder of any Bond so designated, without reference to the Trustees or the request of the holders of other Bonds, may individually enforce payment of the Bond so designated, by any appropriate proceedings.

Section 79. Except as herein expressly provided to the contrary, no remedy herein conferred upon or reserved to the Trustees or either of them or to the holders of Bonds is intended to be exclusive of any other remedy, but each and every such remedy shall be cumulative and shall be in addition to every other remedy given hereunder or now or hereafter existing at law or in equity or by statute.

Section 80. No delay or omission of the Trustees or either of them or of any holder of Bonds to exercise any right or power accruing upon the happening of any event of default shall impair, and every power and remedy given by this Article to the Trustees or either of them or to the Bondholders, subject to the provisions of Section 78 hereof, may be exercised from time to time and as often as may be deemed expedient by the Trustees or the corporate Trustee or by the Bondholders.

All rights of action under this Indenture may be enforced by the Trustees without the possession of any of the Bonds or coupons or the production thereof on the trial or other proceedings relative thereto, and any such suit or proceedings instituted by the Trustees shall be brought in their names and any recovery of such judgment shall be for the ratable benefit of the holders of the Bonds and coupons then outstanding.

Section 81. The Trustees shall have power to institute and to maintain such suits and proceedings as they may be advised shall be necessary or expedient to prevent any impairment of the security hereunder by any acts of the Company or of others, which may be unlawful or in violation of this Indenture, and such suits and proceedings as the Trustees may be advised shall be necessary or expedient to preserve or protect their interests and the interests of the Bondholders in respect of the mortgaged property and in respect of the income, earnings, issue and profits arising therefrom; including power to institute and to maintain suits or proceedings to restrain the enforcement or observance of or compliance with any legislative or other governmental enactment, rule or order that may be unconstitutional or otherwise invalid, if the enforcement or observance of, or compliance with, such enactment, rule or order would impair the security hereunder or be prejudicial to the interests of the Bondholders or of the Trustees.

Section 82. In case the Trustees or either of them shall have proceeded to enforce any right under this Indenture by foreclosure, entry or otherwise, and such proceeding shall have been discontinued or abandoned for any reason or shall have been determined adversely to the Trustees, then, and in every such case, the Company and the Trustees shall without further act be restored to their former positions and rights hereunder in respect of the mortgaged property, and all rights, remedies and powers of the Trustees shall continue as though no such proceedings had been taken.

Section 83. Anything contained in this Indenture to the contrary notwithstanding, the holders of at least a majority in amount of the Bonds at the time outstanding shall have the right, at any time, by instrument in writing executed and delivered to the Trustees, to direct the method, time and place of conducting all proceedings to be taken for any sale of the mortgaged property or for the foreclosure of this Indenture or for the appointment of a receiver or any other proceedings hereunder; provided, however, that such direction shall not be otherwise than in accordance with law and the provisions of this Indenture.

Section 84. The Company will not at any time insist upon or plead or in any manner whatever claim or take the benefit or advantage of any appraisal, valuation, stay, extension or redemption law now or hereafter in force, in order to prevent or hinder the enforcement or foreclosure of this Indenture or the absolute sale of the trust estate or the possession thereof by any purchaser at any sale made pursuant to any provision hereof or to the decree of any court of competent jurisdiction; but the Company, for itself and all who may claim through or under it, so far as it or they now or hereafter lawfully may, hereby waives the benefit of all such laws. And the Company, for itself and all who may claim through or under it, waives any and all right to have the property included in the trust estate marshalled upon any foreclosure of the lien hereof, and agrees that any court having jurisdiction to foreclose such lien may sell the trust estate as an entirety.

If any law in this Section referred to and now in force, of which the Company or its successor or successors might take advantage despite the provisions hereof, shall hereafter be repealed or cease to be in force, such law shall not thereafter be deemed to constitute any part of the contract herein contained or to preclude the operation or application of the provisions of this Section.

Section 85. No recourse under or upon any obligation, covenant or agreement contained in this Indenture or in any Bond or coupon issued hereunder or under or upon any indebtedness hereby secured or arising out of this Indenture shall be had against any incorporator, stockholder, officer or director, past, present or future, of the Company or of any predecessor or successor corporation, either directly or through the Company or any such predecessor or successor corporation, whether by virtue of any constitution, statute or rule of law or by the enforcement of any assessment or penalty or by any legal or equitable proceeding or otherwise howsoever. It is expressly agreed and understood that this Indenture and the Bonds and coupons are solely corporate obligations and that no personal liability whatever does or shall attach to or be incurred by the incorporators, stockholders, officers or directors of the Company or of any predecessor or successor corporation or any of them, because of the incurring of the indebtedness represented by the Bonds or coupons, or under or by reason of any of the obligations, covenants or agreements contained in this Indenture or in any of the Bonds or coupons, or implied therefrom; and that any and all personal liability of every name and nature, either at common law or in equity or by statute or constitution, of every such incorporator, stockholder, officer or director, is hereby expressly waived and released as a condition of, and as part of the consideration for, the execution of this Indenture and the issuance of the Bonds and coupons.