

SAML GOODWORTH STATIONERY CO. KANSAS CITY, MO. 64101

be mailed by the Company first class, postage prepaid, at least thirty days before such Sinking Fund Payment Date to the owners of the Registered Bonds of the 1927 Series which are to be redeemed at their last addresses appearing on the Bond Register and also to the Central Company. Proof in form satisfactory to the Central Company, of the publication and mailing of such notice as hereinabove provided, shall be furnished to the Central Company by the Company on or before such Sinking Fund Payment Date.

The Central Company will, at any time, upon the request of the Sinking Fund Agent, furnish it with a statement of the numbers of all Bonds of the 1927 Series which shall be shown by the records of the Central Company to have been authenticated and delivered by it and not retired.

Any compensation paid to the Sinking Fund Agent shall not be included in computing the prices of the Bonds purchased.

SECTION 5.--The Sinking Fund Prices hereinbefore mentioned are as follows: From the date hereof to and including April 30, 1937, one hundred one per cent. of the principal amount of the Bonds to be redeemed; and thereafter the principal amount thereof, plus, in each case, accrued interest to the date of redemption.

In case the Company shall fail to give notice of call for redemption as herein provided, the Sinking Fund Agent may forthwith, at the expense of the Company, give such notice with the same effect as though such notice had been given by the Company as hereinbefore required.

SECTION 6.--If the Company shall have made such payment and if such notice shall have been published and mailed as hereinbefore provided, the Bonds so called for redemption shall become due and payable on the date, at the place and at the premium, if any, in such notice so stated, and after such redemption date, said Bonds shall cease to draw interest and the coupons maturing subsequent to that date shall be void and thereafter such Bonds shall cease to be entitled to any further benefit of or from this Indenture, except to receive payment from the moneys reserved therefor in the hands of the Sinking Fund Agent, without the right to interest thereon. The Sinking Fund Agent shall allow the Company interest upon funds remaining deposited with it under this Article at the current rates of interest customarily allowed on similar deposits.

Any moneys so deposited remaining unclaimed by the holders of Bonds and coupons for six years after the specified redemption date shall be paid by the Sinking Fund Agent to the Company, and such holders of Bonds and coupons shall thereafter be entitled to look only to the Company for payment thereof; provided, however, that the Sinking Fund Agent, before being required to make any such payment to the Company, may, at the expense of the Company, cause notice that said moneys remain unclaimed as aforesaid and that after a date named therein they will be returned to the Company, to be published once a week for four successive weeks in a daily newspaper of general circulation regularly published in the Borough of Manhattan, City and State of New York and in one such newspaper in the City of Chicago, State of Illinois.

SECTION 7.--The holder of each and every Bond of the 1927 Series issued under this Indenture hereby agrees to accept payment thereof prior to maturity on the terms and conditions in this Article V provided.

SECTION 8.--The Company further covenants that when any Residue Bonds are issued provision will be made so that the sinking funds of all series will aggregate a sum at least equal to two and one-half per cent. (2½%) per annum of the principal amount of the Bonds to be outstanding upon the issuance of such Residue Bonds, or so that additional property, permanent improvements, extensions or additions of the nature described in the subdivision II of Section 2 of Article II shall be acquired of twice that sum for each year elapsed thereafter, or partly the one and partly the other.

ARTICLE VI. PROPERTY REPLACEMENT FUND.

SECTION 1.--The Company covenants and agrees that it shall at all times, so long as any Bonds of the 1927 Series are outstanding, have expended as a Property Replacement Fund in addition to its obligations contained in Article V, an amount not less than 1½% of (a) the sum of the principal amounts of Bonds outstanding hereunder on each December 1st after the date hereof, divided by (b) the number of full years elapsed since December 1, 1926, or \$375,000 multiplied by the number of full years elapsed since December 1, 1926, whichever shall be greater, in any one or more of the following methods:

A. In the acquisition by the Company of additional property, the making of extensions, additions or improvements, of the nature which might be the basis for the issuance of Residue Bonds pursuant to Article II; or

B. In the purchase by the Bankers, with or without call for tenders, as shall be requested by the Company, of Bonds of the 1927 Series at not exceeding the then prevailing Sinking Fund redemption price specified in Article V; or

C. In redeeming Bonds of the 1927 Series at the then prevailing Sinking Fund redemption price specified in Article V; or

D. In pledging with the Central Company, United States Government securities to be taken at their market value at the time of so pledging; or

E. In pledging with the Central Company, personal property to be taken at its market value at the time of so pledging; or

F. In depositing cash with the Central Company.

SECTION 2.--If in any year, commencing December 1, 1926, or commencing each December first thereafter, the whole or any part of the Property Replacement Fund has been expended in the manner set forth in Clause A of Section 1 of this Article, the Company shall, on or before the February 1 immediately following the termination of such year deliver to the Central Company:

A. A statement signed by the President or a Vice-President and the Treasurer or an Assistant Treasurer of the Company stating with reasonable details of actual cash cost and principal subdivisions of plant account to which such cost has been charged, that since November 30, 1926, the Company has acquired additional property or constructed improvements, extensions or additions of the nature described in Section 2 of Article II, and stating further that said property, improvements, extensions or additions do not include any described in Clauses (a), (b), (c), (d) and (f) of the last paragraph of Section 2 of Article II, and stating further that the Company has not been reimbursed for any part of such actual cash cost in Bonds issued under this Indenture, or in the alternative stating to what extent the Company has been so reimbursed.

B. Such instruments of conveyance, assignment and transfer as may be necessary in the opinion of counsel (who may be counsel to the Company) selected by the Company and approved by the Central Company, to vest in the Trustees to hold as part of the mortgaged property hereunder all the right title and interest of the Company in and to the property, the cost of which is included in the statement referred to in the preceding Paragraph A, or the opinion of such counsel that no such instruments are necessary for such purpose.

C. The opinion of counsel (who may be counsel for the Company) selected by the Company and approved by the Central Company, to the effect that the Company has title to such property subject to no deed of trust, mortgage, lien, charge or encumbrance thereon or affecting the title thereto prior to this Indenture, except current taxes and fees payable.

SECTION 3.--If in any year commencing each December first thereafter any part of the Property Replacement Fund shall have been expended in the manner set forth in Clause B of Section 1 of this Article, the Company shall on or before February 1 immediately following the termination of such year deliver to the Central Company a statement of the Bankers as to the amount expended by them during such