

SAND DODDS NORTH STATIONERY CO. KANSAS CITY MO. 64114

Trustees to take action either by such proceedings or by the exercise of their powers with respect to entry or sale as they may determine, (a) upon being requested so to do by the holders of twenty-five per cent. interest of the Bonds hereby secured and then outstanding, and upon being indemnified as hereinafter provided, in any case of any Event of Default, or (b) upon being requested so to do by the holders of fifty per cent. interest of any series of the Bonds hereby secured and upon being so indemnified in case of any of the events of Default numbered (a), (b) and (c) of the Events of Default mentioned in Section 1 of this Article. No bondholder or bondholders shall be entitled to institute any action, suit or proceeding whatsoever hereunder, nor to institute any suit, action or proceedings upon or in respect of any of the Bonds or coupons hereby secured, except in case of refusal or neglect of the Trustees to act after such continued breach and such request antedating of indemnity as aforesaid; and it is expressly declared and intended that no one or more bearers or registered owners of Bonds or coupons shall have any right in any manner whatever to affect, disturb or prejudice the lien of this Indenture by his or their action, or to enforce any right by virtue of the provisions hereof, except in the manner herein provided, and that all proceedings hereunder, at law or in equity, shall be instituted, had and maintained in the manner herein provided and for the equal benefit of all bearers and registered owners of such outstanding Bonds and coupons. Nothing in this Section or elsewhere in this Indenture or in the Bonds or in the coupons attached thereto shall affect or impair the obligation of the Company, which is unconditional and absolute, to pay the principal and interest of the Bonds to the respective bearers and registered owners of the Bonds and to the respective bearers of the coupons attached thereto, at the respective due dates in such Bonds and coupons stated, nor affect or impair the right of action, which is also absolute and unconditional, of such bearers or registered owners to enforce such payment.

SECTION 5.--No remedy by the terms of this Indenture conferred upon or reserved to the Trustees or to the bondholders is intended to be exclusive of any other remedy, but each and every such remedy shall be cumulative and shall be in addition to any other remedy given hereunder or now or hereafter existing at law or in equity or by statute.

SECTION 6.--Anything in this Indenture to the contrary notwithstanding, the holders of a majority in amount of the Bonds hereby secured and then outstanding, from time to time, shall have the right, by an instrument in writing, executed and delivered to the Trustees, to direct the method 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 that such direction shall not be otherwise than in accordance with the provisions hereof.

SECTION 7.--In case of an Event of Default hereunder, and upon the filing of a bill of equity, or other commencement of judicial proceedings to enforce the rights of the Trustees and of the Bondholders, the Trustees, as a matter of right, shall be entitled to the appointment of a receiver of the property hereby mortgaged, and of the income, rents, issues and profits thereof, pending such proceedings, with such powers as the court making such appointment shall confer.

SECTION 8.--Upon any sale being made either under the power of sale hereby given or under judgment or decree in any judicial proceedings for foreclosure or otherwise for the enforcement of this Indenture, the principal of all Bonds then outstanding and secured hereby, if not previously due, shall at once become and be due and payable.

SECTION 9.--Upon any such sale, whether made under the power of sale hereby given or under judgment or decree of court or otherwise, any bondholder or bondholders or the Trustees or either of them may bid for and purchase the mortgaged property, and upon compliance with the terms of sale, may hold, retain and possess and dispose of such property in its, his or their own absolute right without further accountability; and any purchaser at any such sale may, in payment of the purchase money, turn in any of said Bonds and coupons hereby secured in lieu of cash to the amount which shall, upon distribution of the net proceeds of such sale, be payable thereon, subject, however, to the provisions with respect to extended and pledged coupons contained in Article X of this Indenture. Said Bonds and coupons, in case the amount so payable thereon shall be less than the amount due thereon, shall be returned to the holders thereof after being properly stamped to show partial payment.

SECTION 10.--Upon any such sale, whether made under the power of sale hereby given or under judgment or decree of court or otherwise, the receipt of the Trustees or of the officer making a sale under judicial proceedings shall be a sufficient discharge to the purchaser or purchasers at any sale for his or their purchase money, and such purchaser or purchasers, his or their assigns or personal representatives, shall not, after paying such purchase money and receiving such receipt of the Trustees or of such officer therefor, be obliged to see to the application of such purchase money, or be in any wise answerable for any loss, misapplication or non-application thereof.

SECTION 11.--The proceeds of any such sale, whether made under the power of sale hereby given or under judgment or decree of court or otherwise, together with any other sums which may then be held by either Trustee under any of the provisions of this Indenture as part of the trust estate, or the proceeds thereof (except sums held by either Trustee for the payment or redemption of any particular Bonds or coupons then outstanding), shall be applied as follows:

First.--To the payment of all costs and expenses of such sale, including a reasonable compensation to the Trustees, their agents and attorneys, and of all other sums payable to the Trustees hereunder or either of them by reason of any expenses, liabilities or advances made by them or either of them.

Second.--To the payment of the whole amount then owing and unpaid upon the Bonds hereby secured for principal and interest, with interest at the rates which the respective series bear on the overdue principal and instalments of interest, and in case such proceeds shall be insufficient to pay in full the whole amount so due and unpaid, then to the payment of such principal and interest ratably, without preference or priority of principal over interest, or of interest over principal, or of any instalment of interest over any other instalment of interest (save and except, however, as otherwise provided with regard to extended, transferred or pledged coupons in Article X of this Indenture).

Third.--Any surplus then remaining to the Company, its successors or assigns, or to whosoever may be lawfully entitled to receive the same.

SECTION 12.--In case of an Event of Default, as aforesaid, neither the Company nor any one claiming through or under it shall or will set up, claim or seek to take advantage of any appraisements, valuation, stay, extension or redemption laws now or hereafter in force in any locality where any property subject to the lien hereof may be situated, in order to prevent or hinder the enforcement or foreclosure of this Indenture, or the absolute sale of the property hereby conveyed, or the final and absolute putting into possession thereof immediately after such sale, of the purchaser or purchasers thereat, and the Company for itself and all who may claim through or under it hereby waives the benefit of all such laws, and further waives any and all right to have the estate comprised in the security intended to be created hereby marshalled upon any foreclosure of the lien hereof and agrees that the Trustees or any court having jurisdiction to foreclose such lien may sell the mortgaged property as an entirety.

SECTION 13.--No waiver of any default hereunder, whether by the Trustees or the bondholders, shall extend to or shall affect any subsequent default or shall impair any rights or remedies consequent thereon.

SECTION 14.--In case the Trustees shall have proceeded to enforce any right under this Indenture by foreclosure, entry or otherwise, and such proceedings 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 be restored to their former positions and rights hereunder with