

SAYL DODGEWORTH STATIONERY CO. KANSAS CITY MO 64104

delivered to the Trustee, except only if and to the extent that such policies are otherwise payable and delivered, pursuant to the requirements of any Underlying Indentures or pledges, mortgages or liens, if any, as permitted by the provisions of Section 12 of Article IV hereof; and at least (15) days before the expiration of any such policy, the Company will (except as aforesaid) cause to be delivered to the Trustee a renewal of any policy about to expire or a new policy or policies operating as a renewal thereof, to the satisfaction of the Trustee. Upon taking out any policies which are not to be delivered to the Trustee as herein provided, the Company will furnish to the Trustee a list of such policies showing the character of the insurance, the property and the risk covered, the name of the insurance company and other pertinent details, and will keep the Trustee fully informed of any changes in or additions to such list.

In case of any loss or damage, any adjustment of loss approved by the Company (at any time that the Trustee shall not have notice that the Company is in default hereunder) may and in case of any adjusted loss not exceeding five thousand dollars (\$5000), shall be accepted and acted upon by the Trustee as being fair, just and accurate. All sums received by virtue of any such insurance on the Company's fixed assets before the Trustee shall have notice as herein provided that the Company is in default hereunder and all sums received by virtue of any and all such insurance on the Mortgaged Property after the Trustee shall have such notice, shall be paid to and be held and disbursed by the Trustee as hereinafter in section 6 of Article XI hereof provided, except if and to the extent that such payments are otherwise made, held or applied pursuant to the requirements of any Underlying Indentures or pledges, mortgages or liens, if any, as permitted by the provisions of section 12 of Article IV hereof, and except that if the proceeds of any insurance are from other than fixed assets, and if the proceeds of any insurance on fixed assets embraced in the Mortgaged Property are less on account of any one loss than five thousand dollars (\$5000) and if at the time the Trustee shall not have received notice that the Company is in default hereunder, such proceeds shall be released by the Trustee to such extent as may be necessary in order that all such proceeds from other than fixed assets, and such proceeds not exceeding five thousand dollars (\$5000) from fixed assets may be paid over to the Company, and in such case the Company (except as provided in the paragraph next following) will account, by detailed sworn certificate of its treasurer, to be filed with the Trustee immediately after the moneys so paid are completely expended, showing the use, pursuant to the provisions hereof, made by the Company of each and every such payment to the Company.

In case of any loss or damage, the Company will either repair the property damaged or replace the property destroyed; provided however, that in a particular instance, or particular instances the Company may file with the Trustee a Directors' Resolution to the effect that it is for the best interests of the Bondholders and the Company not to repair the property damaged or replace the property destroyed and thereupon such repairing or replacing shall not be obligatory upon the Company if and to the extent that such Directors' Resolution is confirmed by an Engineer's Certificate as being in the interests of the Bondholders; and provided further that if, at the end of one (1) year after the receipt by the Company of any insurance moneys which by the provisions of this section are payable to the Company the Company has not expended all (or if prior to that date, the Company elects, and notifies the Trustee of its election, not to expend any part) of any such moneys in repairing the property damaged or replacing the property destroyed, the Company will in each such case pay to the Trustee the unexpended portion of any such moneys, to be held and disbursed by the Trustee as hereinafter in section 6 of Article XI hereof provided.

Section 11. The Company will at all times keep proper books of account and records and will furnish to the Trustee as soon as practicable after the close of each fiscal year, and at such other times, if any, as the Trustee shall reasonably request, an income statement and balance sheet, in such detail as the Trustee shall require, prepared for the Company by accountants acceptable to the Trustee, and will at all times give to the Trustee upon request full information pertinent to any covenant, condition or provision hereof or regarding any matter connected with its business arising under this Indenture and at all reasonable times will permit the Trustee or its duly authorized representative to examine its books of account, records, files documents and property.

Section 12. The mortgaged Property is now wholly free from and unencumbered by any mortgage pledge or other encumbrance or lien of any kind, except only those certain encumbrances or liens (if any) set forth in the granting clauses hereof, and taxes for the current year not yet due; and the Company will duly and punctually perform, pay and discharge or, if it contests, will stay (and indemnify the Trustee from time to time to the satisfaction of the Trustee against) the enforcement of, all obligations and claims arising or to arise out of or in connection with each and every such encumbrance or lien. The Company will not create or suffer any mortgage, pledge or charge, or any other encumbrance or lien, of any kind, superior to or on a parity with the lien of this Indenture, upon the Mortgaged Property, or any part thereof now owned or hereafter acquired, except only pledges or other temporary liens on its current assets for current loans in the ordinary course of its current business maturing not more than one (1) year from inception, and except that the purchase and ownership by the Company of new properties subject to mortgage or other encumbrances or liens, not exceeding seventy per cent (70%) of the Cost (including the amount of such mortgage, encumbrance or lien) to the Company of the property so acquired, either existing at the time of acquisition or contemporaneously created to secure a part of the purchase price thereof, shall not be deemed creating or suffering a mortgage, pledge, charge, or other encumbrance or lien within the meaning of the foregoing covenant.

Section 13. The Company is lawfully seized in fee simple and possessed in its own right, absolutely and unconditionally, of the Mortgaged Property, particularly described in the granting clauses of this Indenture, and has good title to, and full power and authority to sell, assign, transfer mortgage and convey the property hereby sold, assigned, transferred, mortgaged and conveyed or purported to be sold, assigned, transferred, mortgaged or conveyed; and the Company will warrant and defend the title to the Mortgaged Property, and every part thereof, to the Trustee, against all claims and demands whatsoever of every person and all persons claiming or to claim the same or any interest therein, except only those encumbrances stated in the granting clauses hereof and taxes for the current year not at the time due, and pledges, mortgages, encumbrances or liens on after-acquired property, as permitted in section 12 last preceding. The Company will keep this Indenture at all times properly filed and recorded, and refiled and re-recorded, in such manner and in such places, and will do such other acts as may be necessary or desirable to establish and maintain the superior lien hereof upon the Mortgaged Property.

Section 14. Upon the happening of an event of default as defined in section 1 of Article V, and its continuance for the period if any, therein specified, upon and pursuant to the written demand of the Trustee the Company will assign to the Trustee for the benefit of the Bondholders its rights as lessor, lessee, pledgor and/or lien or under any or all of its then existing leases, pledges or liens of any part or parts of the Mortgaged Property.

The Company will issue Bonds and apply the proceeds only in accordance with the provisions hereof and in accordance with all laws, orders and requirements of any governmental authority having jurisdiction in respect thereof.

Section 15. So far as the Company is able to control such action, every subsidiary company, if any will act with respect to its property and the conduct of its affairs, as the Company is required by the provisions hereof to act with respect to the Company's property and the conduct of its affairs.

Section 16. The Company will not, directly or indirectly at any time declare or pay any dividend upon any of its stock of any class, except out of or to the extent of its Net Earnings from operation, including interest and dividends received, but excluding appreciation of assets not disposed of, accrued after a date fifteen (15) months prior to the date of the acknowledgment of this Indenture,