

SAML GOODWORTH STATIONERY CO KANSAS CITY MO 64111

bankruptcy, and all other amounts at the time payable by the Company under any provision of this Indenture or of the Bonds, shall either be paid by the Company or otherwise be received by the Trustee, and if any such receiver, assignee or trustee in bankruptcy shall have been discharged and possession of its business and property restored to the Company, and any and every attachment, judgment, execution or other legal process theretofore levied upon any of the property of the Company shall have been satisfied, vacated or discharged by the giving of a bond or otherwise, and all other existing events of default (other than in the payment of the principal of the Bonds then due only because of a declaration under this subsection) of which the Trustee shall have notice shall have been remedied, or provision for such payment or remedy satisfactory to the Trustee shall have been made, then and in every such case the Trustee may (and, upon receipt of written request from holders of not less than a majority in principal amount of the Bonds then outstanding and of indemnity, funds and proof of ownership as aforesaid the Trustee shall) by written notice to the Company waive any such default or event of default and its consequences and rescind and annul such declaration of maturity; but no such waiver, rescission or annulment shall limit or affect the Trustee's right, upon any other default to declare the principal due as aforesaid, or extend to or affect any other existing or any subsequent default or defaults or impair any rights or remedies consequent thereon.

Subsection B. The Trustee may (and, upon receipt of written request, specifying the particular event or events of default, from holders of not less than either twenty five per cent (25%) in principal amount of the Bonds then outstanding, or fifty per cent (50%) in principal amount at the time outstanding of any particular series, if more than one series be outstanding hereunder, in respect of which such default shall exist, and of indemnity, funds and proof of ownership as aforesaid, the Trustee shall) proceed from time to time in its own name and as trustee of an express trust, to protect and enforce its rights and the rights of the Bondholders by a suit or suits in equity or at law whether for the specific performance of any covenant, condition, agreement or provision contained in the Bonds, or herein or in aid of the execution of any power herein granted, or for the foreclosure of this Indenture, or for the enforcement of any other appropriate legal equitable or other remedy, as the Trustee, being advised by counsel, shall deem most effectual in support of or to protect or enforce any of its rights or duties or the rights of the Bondholders hereunder and under the Bonds, and shall be entitled to recover judgment for the whole amount then, or during such default becoming due, and payable by the Company under any of the provisions hereof or of the Bonds, whether for interest, or principal, or both, as the case may be, with interest at the rate specified in each Bond, respectively, on overdue installments of interest and principal (to the extent that such interest on overdue principal is not represented by a coupon or coupons) and all other sums so due and payable by the Company under any of the provisions of the Bonds or hereof, and in addition thereto such further amount as shall be sufficient to cover the costs and expenses of collection or of other proceedings hereunder, without prejudice to any other right or remedy of the Trustee or of the Bondholders, and to enforce any judgment or final decree against the Company and collect, out of the property of the Company wherever situated, in any manner provided by law, the moneys adjudged or decreed to be payable.

The Trustee shall be entitled to recover judgment as aforesaid, either before or after or during the pendency of any proceedings for the enforcement of the lien of this Indenture upon the Mortgaged Property, and the right of the Trustee to recover such judgment shall not be affected by any entry or sale hereunder, or by the exercise of any other right, power or remedy for the enforcement of the provisions of this Indenture or the foreclosure of the lien hereof; and, in the case of a sale of the Mortgaged Property and of the application of the proceeds of sale to the payment of the debt, the Trustee, in its own name, and as trustee of an express trust, shall be entitled to enforce payment of and to receive all amounts then, or during such default becoming due, and payable by the Company under any of the provisions of the Bonds or hereof upon any and all of the Bonds then outstanding, whether for principal or interest, or both for the benefit of the holders thereof, and shall be entitled to recover judgment for any portions of any amount so due and payable under any of the provisions of this Indenture and remaining unpaid, with interest at the rate specified in each Bond, respectively. No recovery of any such judgment by the Trustee, and no levy of any execution upon any such judgment upon property subject to the lien of this Indenture, or upon any other property, shall in any manner or to any extent affect the lien of the Trustee upon the Mortgaged Property or any part thereof, or any rights, powers or remedies of the Trustee hereunder, or any rights, powers or remedies of the holders of the Bonds, but such lien, rights, powers and remedies shall continue unimpaired as before.

All moneys collector received by the Trustee pursuant to the provisions of this subsection B of this section 2 of this Article V shall be applied by it in the following order and in the following manner:

- (1) to the payment of the costs and expenses of the proceedings resulting in the collection of such moneys, including the reasonable compensation of the Trustee, its agents, attorneys and counsel and of all expenses, liabilities and advances made or incurred by the Trustee and of all other sums at the time payable to the Trustee hereunder; and
- (2) any balance then remaining to the ratable payment or discharge of that obligation or those obligations of the Company under the Bonds, or under any sinking fund requirements, or hereunder, in respect of which obligation or obligations the moneys shall have been collected; provided however, that if the principal of all of the Bonds then outstanding hereunder shall at the time be due under any of the provisions of the Bonds or hereof, such balance, together with all other sums which may then be held by the Trustee under any of the provisions of this Indenture available for such purpose, shall be applied by the Trustee (at the date fixed by the Trustee for the distribution of such moneys, and upon presentation of the several Bonds and coupons to be paid in whole or in part and the notation thereon of the amount of the payment if only partially paid, and upon surrender thereof if fully paid) to the payment of the whole amount then owing and unpaid upon the Bonds then outstanding for principal and interest, with interest at the rate specified in each Bond, respectively, on overdue installments of interest and principal (to the extent that such interest on overdue principal is not represented by a coupon or coupons) and, in case such moneys shall be insufficient to pay in full the whole amount due and unpaid, then to the payment of such principal and interest ratably to the aggregate of such principal and interest, without preference or priority of principal over interest or of interest over principal or of any installment of interest over any other installment of interest; subject, however, to the provisions of sections 7 and 8 of Article II of this Indenture; and
- (3) any balance then remaining, to the Company or to whomsoever shall lawfully be entitled to receive the same,

Subsection C. The Trustee, personally or by agents or attorneys, may enter upon, and the Company covenants in such case that upon demand of the Trustee it will surrender to the Trustee or its agents or attorneys possession of, the Mortgaged Property or any part thereof; and the Trustee may exclude the Company and its agents and servants wholly therefrom and take possession of all or any part of the Mortgaged Property, together with all books, papers and accounts of the Company relating thereto; and use, operate, control and manage the same and conduct the business thereof, either in the name of the Company or otherwise, as the Trustee shall deem best, and either personally or by such agents, servants and attorneys as from time to time the Trustee may select, and from time to time at the expense of the Mortgaged Property, either by purchase, repair or construction, may maintain and restore and insure or keep insured, in the manner and to the extent usual with similar companies, each or any part of the Mortgaged Property, and make all repairs, renewals, replacements, alterations, additions, betterments, substitutions and improvements as may seem necessary, proper or useful to the Trustee and, for the account of and as agent for the Company from time to time may make such advances, agreements,