

SAIL DOORWORTH STATIONERY CO KANSAS CITY MO 64124

money shall be a sufficient discharge to any purchaser, and no purchaser, or his representatives, grantees or assigns, after paying such purchase money and receiving such receipt, shall be bound to see to the application of such purchase money for or upon any trust created by this Indenture or otherwise or be in any way answerable for any loss, misapplication or non-application of all or any part of such purchase money, or be bound to inquire as to the authorization, necessity, expediency or regularity of any such sale.

Subsection E. The Trustee may have a receiver of all or any part of the Mortgaged Property and of the business, rents, issues and profits thereof, as an incident of any of the foregoing or independently, appointed ex parte and without notice, the Company hereby waiving notice and agreeing that a receiver may be appointed in case of an event of default not as a matter of penalty, but as a matter of contract right and as an essential part of the security hereof and of the consideration for the execution by the Trustee of this Indenture and the certification and purchase of the Bonds secured hereby. The Trustee may cooperate with any receiver who may at the time be managing and operating the entire properties and business of the Company in such manner as the Trustee shall deem for the best interest of the Trustee and Bondholders.

Section 3. In case the Trustee shall have proceeded to enforce any right under this Indenture or under the Bonds or coupons, and if such proceedings shall have been discontinued or abandoned because of waiver or for any other reason, or if such right or the enforcement thereof shall have been denied or such proceedings shall have been determined adversely to the Trustee, then and in every such case the Company and the Trustee shall severally and respectively be restored to their former positions and rights hereunder, and all rights, remedies and powers of the Trustee and Bondholders shall continue as though no proceedings had been taken. Except as herein expressly provided to the contrary no remedy, right or power herein conferred upon or reserved to the Trustee or the Bondholders is intended to be exclusive of any other remedy, right or power, but each and every such remedy, right and power shall be cumulative and shall be in addition to every other remedy, right or power given hereunder or now or hereafter existing at law, or in equity, or by statute or otherwise; and every such remedy, right and power of the Trustee and of the Bondholders may be exercised from time to time, and as often as may be deemed expedient by the Trustee or by the Bondholders, severally and respectively.

No delay or omission of the Trustee or of any Bondholder to exercise any right or power accruing upon any default shall impair any such right or power or shall be construed to be a waiver of or acquiescence, in such, or any other, default.

Section 4. The Company will not at any time insist upon, or plead or in any manner whatever claim or take any benefit from or advantage of, any right of redemption or any stay valuation, appraisal, exemption, redemption or extension law or laws, wherever and by whatsoever authority enacted, now or hereafter in force, which may in any way limit or affect the covenants, provisions or terms of enforcement of this Indenture; and the Company hereby expressly waives all benefit and advantage of any right of redemption and any such law or laws and the Company covenants that it will not hinder, delay or impede the execution of any power herein granted or delegated to the Trustee or which the Trustee may otherwise have, but that the Company will suffer and permit the execution of every such power, as though no such law or laws had been made or enacted. Any sale or sales made under or by virtue of this Indenture, whether under the power of sale herein contained, or under and by virtue of judicial proceedings, shall divest all right, title, interest, estate, claim and demand whatsoever, both at law and in equity, of the Company, of, in and to the property sold, and shall be a perpetual bar both at law and in equity, against the Company and against any and all persons claiming or to claim the property sold or any part thereof, or interest therein, by, from, through or under the Company; and the Company, for itself and all who may claim by, through or under it, further waives any and all right to have the estate comprised in the security intended to be created hereby marshalled upon any foreclosure or sale hereunder or under judicial proceedings and agrees that the Trustee or any court having jurisdiction may sell the Mortgaged Property as an entirety.

Section 5. Anything in this Indenture to the contrary notwithstanding, the holders of not less than a majority in principal amount of all Bonds secured hereby the outstanding, upon giving or furnishing to the Trustee the notice, request, indemnity, funds and proof of ownership herein provided for, shall have the right from time to time to determine which one or more of the remedies or methods of procedure herein authorized shall be taken and to direct and control the action of the Trustee and any proceedings under this Article, except that without its consent the Trustee shall not be required to enter into or take possession of the Mortgaged Property or any part thereof. In the absence of written directions from not less than such majority in principal amount of all of the Bonds then outstanding, the Trustee, whether acting upon its own motion or upon request of Bondholders, shall have the right to determine which one or more of said remedies or methods of procedure it shall adopt.

ARTICLE VI.

Bondholders' Notices, etc. and Limited Rights of Action.

Section 1. Any notice, request or other instrument required or permitted by this Indenture to be signed or executed by holders of the Bonds may be in any number of concurrent instruments of similar tenor, and may be signed or executed by such holders in person or by their respective duly authorized representatives, or by their respective agents or attorneys appointed in writing. Proof of the execution of any such notice, request or other instrument, or of any writing appointing any such agent or attorney, or of the ownership of Bonds (subject to the right of the Trustee to require proof of ownership satisfactory to the Trustee as provided elsewhere in this Indenture) shall be sufficient for any purpose of this Indenture, and shall be conclusive in favor of the Trustee in regard to any action by it under or pursuant to such notice, request or other instrument or appointment, if made in the following manner:

(1) the fact and date of the execution by any person of any such notice, request or other instrument, or of such appointment, may be proved by the certificate of any Notary Public or other officer authorized to take, within or without the State of Kansas, acknowledgements of deeds to be recorded in said state, or in the state where said certificate is made, certifying that the person signing such notice, request or other instrument, or such appointment, acknowledged to him the execution thereof, or by an affidavit of a witness to such execution duly sworn to before any such Notary Public or other officer;

(2) the fact of the holding, by any person executing any such notice, request or other instrument or such appointment, as a Bondholder, of Bonds transferable by delivery the amount serial designation and issue numbers of the Bonds held, and the date of his holding the same (which holding the Trustee may deem to continue until the Trustee receives notice in writing to the contrary) may be proved by a sworn certificate executed by any trust company, bank, bankers or other depository, wherever situated, if such certificate shall be deemed satisfactory by the Trustee, showing that at the date therein mentioned such person had on deposit with such depository the Bonds described in such certificate.

(3) the ownership of registered Bonds shall be proved by the registry books kept as herein-before provided. Any notice, request or other instrument by any holder of a Bond shall bind all future holders of the same Bond and of all Bonds issued in exchange therefor or in lieu thereof, in respect of all matters to which such notice, request or other instrument relates and in respect of any action done or suffered by the Trustee in pursuance thereof.

Nothing however, in this section 1 shall preclude the acceptance by the Trustee of any such notice, request or other instrument, or of such appointment, without proof of the aforesaid