

BANK, BODENWORTH STATIONERY CO. KANSAS CITY, MO. 64101

and the Trustees may deem and treat the bearer of any Bond which shall not at the time be registered as to principal, and the bearer of any coupon for interest on any Bond whether such Bond shall be registered as to principal or not, as the absolute owner of such Bond or coupon for the purpose of receiving payment thereof, and for all other purposes whatsoever, and neither the Company nor the Trustees shall be affected by any notice to the contrary. The Company agrees to indemnify and save harmless the Trustees from and against any and all loss, costs, charges, damages, or expenses incurred by the Trustees at any time in so treating such bearer or registered owner.

Sec. 2.14. Until the definitive Bonds shall be prepared, the Company may sign and seal and, upon the request of the Company, the Corporate Trustee shall authenticate and deliver, in lieu of such definitive Bonds and subject to the same provisions, limitations and conditions as such definitive Bonds, printed or typewritten temporary Bonds of the denomination of \$100 or any multiple thereof, with or without coupons, and with appropriate omissions, insertions and variations, as may be required, including, if desired, provisions for the interchange in like principal amounts of Bonds of other denominations. Upon the surrender of such temporary Bonds for exchange, the Company, at its own expense, shall prepare and sign and seal and, upon cancellation of such surrendered Bonds, the Corporate Trustee shall authenticate and in exchange therefor, shall deliver definitive engraved or lithographed Bonds for the same aggregate principal amount as the temporary Bonds surrendered and otherwise in accordance with said temporary Bonds. Until so exchanged, the temporary Bonds shall in all respects be entitled to the same lien and security of this Indenture as definitive Bonds authenticated and delivered hereunder; and interest, when and as payable, shall be paid on presentation of such temporary Bonds for notation of payment thereon, if they shall have been delivered without coupons, or, if such temporary Bonds shall have been delivered with coupons, shall be paid on presentation and surrender of such coupons as they shall severally mature.

Sec. 2.15. In case any definitive or temporary Bond shall become mutilated or destroyed or lost, the Company in its discretion may sign and seal and thereupon the Corporate Trustee may authenticate and deliver a new Bond of like tenor and date, in exchange and substitution for and upon cancellation of the mutilated Bond and its coupons and attached stock purchase warrant, if any, or in lieu of and substitution for the Bonds and its coupons, if any, so destroyed or lost. Such new Bond in the discretion of the Corporate Trustee may bear the same or a different serial number, and may be marked "Duplicate" or be otherwise distinguished; or if any such Bond so destroyed or lost shall have matured, instead of issuing a substituted Bond with coupons the Company may pay the same without the surrender thereof. The applicant for such substituted Bond or payment shall furnish to the Company and to the Trustees evidence satisfactory to them in their discretion of the destruction or loss of such original Bond and its coupons and attached stock purchase warrant, if any, so destroyed or lost; and said applicant shall also furnish indemnity satisfactory to the Company and the Trustees, in their discretion, and shall comply with such other reasonable regulations as the Company or the Trustees may prescribe. The Company may, in its discretion, require the payment of a sum sufficient to reimburse it for any stamp tax or other governmental charge or other expense connected therewith, and also the further sum of One Dollar (\$1) for each Bond so issued in substitution. The Trustees shall incur no liability for anything done under this Section. Any duplicate Bonds issued pursuant to this Section shall constitute original additional contractual obligations on the part of the Company whether or not the lost or destroyed Bonds or coupons be at any time found by anyone, and shall be equally secured and entitled to equal and proportionate benefits with all other Bonds and coupons issued hereunder in any moneys or property at any time held by the Trustees for the benefit of the bondholders. This provision, however, shall not be construed as requiring the Company to treat as outstanding both the original Bonds and the duplicate Bonds for the purpose of determining any ratio of net earnings, to interest charges or the amount of Bonds which may be issued within any limitation as to amount fixed by this Indenture or any supplemental indenture.

ARTICLE 3.

Bonds of Series A.

Sec. 3.01. The aggregate principal amount of the Bonds of Series A to be at any time outstanding shall not exceed Seven Million Dollars (\$7,000,000). The Bonds of Series A and the coupons thereof and Stock Purchase Warrants to be attached thereto shall be in substantially the forms heretofore recited, respectively. Said Bonds shall be registrable as to principal at the option of the holder, shall be dated January 1, 1929, shall be payable January 1, 1944 (unless sooner released as hereinafter provided) shall bear interest at the rate of six per cent per annum from January 1, 1929, payable semi-annually on the first day of January and the first day of July in each year, without deduction for any tax, assessment or other governmental charge (except such portion of any federal income tax as shall be in excess of two per cent per annum upon such interest), which the Company or the Corporate Trustee or Guaranty Trust Company of New York may be required to pay thereon or authorized to deduct or retain therefrom under any present or future law or requirement of the United States of America or of any state, county, municipality or other taxing authority therein, and the Company hereby covenants to pay all such taxes, assessments and charges. The principal of said Bonds of Series A shall be payable at the office of the Corporate Trustee, or its successor in trust, in the City of Chicago, Illinois, in gold coin of the United States of America of the standard of weight and fineness existing on January 1, 1929, and the interest thereon shall be payable in like gold coin at said office of the Corporate Trustee, or its successor, or at the option of the bearer, at the principal office of Guaranty Trust Company of New York, in the Borough of Manhattan, City and State of New York.

Sec. 3.02. The definitive Bonds of Series A shall be of the denominations of \$1,000 and \$500 as may be requested by the Company in any order for the authentication thereof. Bonds of Series A, of the denomination of \$1,000 shall be numbered consecutively from M-1 upwards and Bonds of Series A of the denomination \$500 shall be numbered consecutively from D-1 upwards, and shall be in substantially the form heretofore recited. Bonds of Series A of either denomination at any time outstanding when surrendered to the Corporate Trustee with Stock Purchase Warrants (unless theretofore detached upon exercise thereof as provided in Article 6) and all unmatured coupons attached and upon payment of the charges mentioned in Sec. 2.12 may be exchanged for an equal aggregate principal amount of Bonds of the same series and maturity date of the other denomination, of numbers not contemporaneously outstanding and with all unmatured coupons attached, and with Stock Purchase Warrants attached, if similar warrants were attached to the Bonds so surrendered for exchange. Whenever any such Bond or Bonds of Series A shall be so surrendered to the Corporate Trustee for exchange the Company shall execute and the Corporate Trustee shall authenticate and deliver to the holder or registered owner surrendering such Bond or Bonds other Bonds of Series A as above provided in exchange therefor and such surrendered Bonds shall be canceled by the Corporate Trustee.

Sec. 3.03. (a) Upon written application the Company will reimburse to any holder or registered owner of any Bond of Series A the amount of any personal property tax or income tax upon interest now or hereafter imposed by any State upon or in respect of such Bond or the interest thereon paid by such holder or registered owner upon or in respect of such Bond or the interest thereon, not exceeding in the case of any personal property tax a tax at the rate of five mills to the dollar per annum, or in the case of any income tax a tax at the rate of six per cent per annum, which may be legally assessed upon such Bond, or the interest thereon, or upon such holder or registered owner by reason of his ownership thereof, provided such application shall be verified by the applicant and shall be made to the Company or to the Corporate Trustee (and if to the Corporate Trustee with instructions to remit the same to the Company) within 60 days after payment of such tax by such applicant, and that such application shall set forth the ownership by the applicant of the Bond in respect of which, or in respect of the interest upon