

SAML DODD WORTH ST. LOUIS MO KANSAS CITY MO 64104

the Warrants attached to said Bonds shall not be canceled but shall be detached by the Corporate Trustee and redelivered to the holders or registered owners of such Bonds, and may thereafter be exercised apart from such Bonds as provided in said Warrants and in Sec. 6.03 hereof.

Sec. 5.09. A certificate of any officer of the Company as to the giving of prior notice of such redemption shall be furnished to the Corporate Trustee on or before the date of redemption and such certificate shall be full and complete authority to the Corporate Trustee for any action to be taken by it in pursuance of this Indenture.

Sec. 5.10. If at any time there shall be held by the Corporate Trustee any moneys which by any of the provisions of this Indenture are required or authorized to be applied by it to the redemption of Bonds secured hereby, the Company shall, upon request of the said Trustee, forthwith take or cause to be taken all action necessary to call the appropriate principal amount of Bonds for redemption, as so required or authorized, and to cause notice thereof to be given as provided in this Article; and if the Company shall fail or refuse, upon request of said Trustee to take or cause to be taken any such action, or give any such notice, then the Corporate Trustee is hereby irrevocably authorized and empowered either in the name or on behalf of the Company or in its own name as Trustee, to call such Bonds for redemption and to give such notice, with like force and effect as if taken or given by the Company. Any moneys on deposit with the Corporate Trustee which it is required or authorized to apply to the redemption of Bonds called for redemption shall, on and after the date designated for the redemption thereof, be deemed to have been deposited with, and shall be held and applied by the Corporate Trustee, as provided in Sec. 5.04.

ARTICLE 6.

Stock Purchase Warrants.

Sec. 6.01. There shall be attached to each Bond of Series A a non-detachable Warrant, substantially in the form hereinabove recited, in the case of a Bond of \$1,000 denomination evidencing the right of the holder of the Bond to purchase thirty (30) shares of the common stock of the Company as hereinafter provided, and in the case of a Bond of \$500 denomination evidencing the right of the holder to purchase fifteen (15) shares of such common stock. The Company covenants and agrees that the holder of the Bond bearing the same serial number as any Warrant (or, in case of a Warrant attached to a Bond registered as to principal, the registered owner of such Bond) shall have the right, which may be exercised as in this Article 6 prescribed, during the period hereinafter provided, to purchase from the Company the said respective number of shares of common stock of the Company of no par value, fully paid and non-assessable upon presentation of such Warrant, together with the Bond bearing the same serial number, and surrender of such Warrant at said office, accompanied by payment to the Corporate Trustee in cash of the amount required to be paid as hereinafter provided. Against presentation, surrender and payment as aforesaid, the Company will deliver at said office of the Corporate Trustee a certificate or certificates for such shares in the name of the holder of such Bond, or, as the case may be, in the name of the registered owner of such Bond, provided, however, that if the date of such presentation and surrender shall fall with in any period during which the stock books of the Company are closed for any purpose, such holder or registered owner shall not be required to make payment for, and the Company shall not be required to make delivery of, certificates for shares until two (2) days after the reopening of said stock books.

Sec. 6.02. Delivery of the share certificates upon the exercise of the rights of purchase represented by the Warrants shall be made free of all taxes in respect of such delivery and the Company covenants and agrees to pay all taxes or other duties in connection with the issue and delivery of said certificates. The Company shall not, however, be required to pay any tax or taxes which may be payable in respect of any transfer involved in the issue or delivery of any share certificates in a name other than that of the holder or registered owner of a Bond to which the Warrant in respect of which such shares are to be issued appertains.

Sec. 6.03. The right of the holder or registered owner of any Bond to purchase shares of common stock represented by the appurtenant Warrant shall continue to and including December 31, 1933, provided, however, that if such Bond shall be called for redemption on any date prior to January 1, 1934, pursuant to the provisions of this Indenture, such Warrant shall be detached by the Corporate Trustee upon the presentation of such Bond for redemption and redelivered to the holder or registered owner of such Bond and may thereafter be exercised by the holder of such Warrant (which shall, when so detached, be transferable by delivery) at any time to and including December 31, 1933. Whenever any Bond purchased by the Sinking Fund Acre designated in Sec. 3.05 for the Sinking Fund provided for in said Sec. 3.05 shall be delivered to the Corporate Trustee for cancellation, whether before or after January 1, 1934, said Bond and the Stock Purchase Warrant, if any, attached thereto shall be canceled by the Corporate Trustee. The Warrants shall be void and of no effect after December 31, 1933, and in no case may any rights represented thereby be exercised after said date.

Sec. 6.04. The price at which the holder or registered owner of the Bond to which any Warrant is attached shall be entitled to purchase shares of common stock for cash upon the presentation and surrender of such Warrant, as in this Article provided, shall be Sixteen Dollars (\$16) per share, provided that if any shares of said common stock (other than shares of common stock issued upon the exercise of the purchase rights conferred by the Warrants of this issue or by any other warrants outstanding at the date of execution and deliver hereof, or upon conversion of the outstanding Five Year 6½% Convertible Gold Debentures of the Company or shares of common stock issued to employees of the Company) in addition to 225,000 shares of common stock outstanding at the date hereof or issuable under contracts in effect at the date hereof, shall be issued for a consideration which shall net the Company less than Sixteen Dollars (\$16) per share, or as a stock dividend, or in connection with any subdivision of the common stock, then upon each such issue, the cash purchase price for each such common share shall be determined in the following manner:

The aggregate value of said 225,000 shares of common stock at the basic purchase price of Sixteen Dollars (\$16) per share above specified, plus the net aggregate amount of money, or the value in money of the property, if any, received by the Company as consideration for all additional common shares (other than as aforesaid) issued or sold since the date hereof, shall be divided by 225,000 plus the number of all additional common shares so issued or sold (other than as aforesaid), and the quotient resulting from such division shall be the price per share at which common shares shall be issued for cash upon the exercise of rights under the Warrants during such period; provided that for the purpose of this Section additional shares issued as a stock dividend or in connection with any subdivision of the common shares shall be treated as additional shares issued without consideration; and provided further that the cash purchase price shall never exceed the basic purchase price above specified, and if at any time reduced as in this Section provided the reduced cash purchase price, notwithstanding the subsequent issue of additional shares at a price or valuation exceeding such reduced purchase price, shall not be increased.

Sec. 6.05. In case the Company shall at any time issue any shares as a stock dividend, or in connection with any subdivision of its common shares, or issue and sell any shares at a price which, as provided in this Article, may reduce the purchase price of the common stock, upon each such issue and/or sale the Company shall file forthwith with the Corporate Trustee a statement, signed by its President or one of its Vice Presidents and its Treasurer or an Assistant Treasurer, approved by an independent accountant, showing in the case of shares issued and sold (1) the number of shares sold, (2) the price or prices at which such shares shall have been sold (including the fair value, as determined by the Board of Directors of the Company, of any property acquired through the issuance of such shares), and, in the case of shares issued as a stock dividend or in connection with any subdivision of its common shares, (3) the number of