

SARL DODD WORTH STATIONERY CO KANSAS CITY MO 64101

purchasing or funding said coupons or in any other manner. In case the payment of any such coupon should be so extended, whether or not by or with the consent of the Company, such coupon so extended shall not be entitled in case of default hereunder to the benefit of this Indenture except subject to the prior payment in full of all the Bonds then outstanding, and of all coupons the payment of which shall not have been so extended.

Sec. 7.04. Any moneys which at any time shall be deposited by the Company with the Corporate Trustee or any other depository for the purpose of paying any of the Bonds hereby secured which have become due and payable, whether at maturity thereof or upon call for redemption, or for the purpose of paying any matured coupons appertaining to any of the Bonds hereby secured, shall be and are hereby assigned, transferred and set over unto such depository in trust for the respective holders of the Bonds or coupons for the purpose of paying which the said moneys shall have been deposited. All interest accruing on such moneys during the period the same shall remain on deposit shall belong to the Company, and shall be paid to it from time to time upon its request. Any moneys so deposited which shall not be required for the purpose for which such deposit shall have been made shall be repaid to the Company upon its written request.

Sec. 7.05. The Company will from time to time duly pay and discharge, or cause to be paid and discharged all taxes, assessments and governmental charges lawfully imposed upon the trust estate or upon any part thereof, or upon the income and profits thereof, and also all taxes, assessments and governmental charges lawfully imposed upon the lien or interest of the Trustees or of the holders of the Bonds in respect of the trust estate or the income therefrom; and the Company will also cause each subsidiary from time to time duly to pay and discharge or cause to be paid and discharged all taxes, assessments and governmental charges lawfully imposed upon the property of such subsidiary or any part thereof or upon its income and profits; provided, however, that, unless such payments shall be necessary in the opinion of the Trustees in order to prevent prejudice or loss to the trust estate, the Company or subsidiary shall not be required to pay any such taxes, assessments or governmental charges so long as in good faith it shall contest the validity thereof by appropriate proceedings.

Sec. 7.06. The Company, at all times until the payment of the principal of all the Bonds, will keep an office or agency in the City of Chicago, Illinois, where the Bonds and coupons may be presented for payment and notices and demands in respect of the Bonds and coupons or under this Indenture may be served; and will by written notice designate such office or agency to the Trustees, or, in lieu of such office or agency in the City of Chicago, Illinois, it may designate, by written notice to the Trustees, a bank or trust company in said City of Chicago for such purposes. The Company shall also keep an office or agency, or shall designate a bank or trust company in each other place where any of the Bonds shall be expressed to be payable as to principal and/or interest, until the payment of all Bonds and/or interest there payable. In case the Company shall fail to keep any such office or agency, or make such designation in lieu thereof, presentation may be made and notices served at the principal office in the City of Chicago, Illinois, of the Corporate Trustee or of any successor to it in the trust.

Sec. 7.07. The Company, at all times until the payment of the principal of all of the Bonds issued hereunder, will continue to maintain, extend and renew its corporate existence. In case the Company shall hereafter create any mortgage or lien upon all or any part of the trust estate, such mortgage or lien shall be, and shall be expressed to be, subject to the prior lien of this Indenture for the security of all Bonds then issued or thereafter to be issued under this Indenture within any limitation of amount then fixed or thereafter to be limited as in this Indenture provided.

Sec. 7.08. The Company will cause its business and the business of each subsidiary, except as the same may be interrupted by strikes, fires, acts of God, or other causes or casualties beyond the Control of the Company or such subsidiary, to be continuously carried on and conducted in an efficient manner and the properties of the Company and of each subsidiary useful or necessary in the carrying on of their respective businesses at all times to be maintained in good physical condition and in a state of good operating efficiency for the purposes of the Company and of each subsidiary, and all fixed property disposed of or retired for any cause to be replaced as soon as practicable by other fixed property of at least equal value though not necessarily of the same character. The Company will not do or omit to do, or cause or permit any subsidiary to do or omit to do, any act or thing whereby the property, franchises, permits, licenses or corporate existence of the Company or any subsidiary, so long as the same are necessary or beneficial to the business of the Company and/or any subsidiary, may become lost or impaired or subjected to forfeiture; but nothing herein contained is intended or shall be deemed to prevent any subsidiary from making changes in the nature and location of its properties, franchises, permits and licenses, or from surrendering any of its franchises, permits or licenses, in exchange for other franchises, permits or licenses as permitted by and subject to Sec. 9.02.

Sec. 7.09. (a) The Company covenants that whenever requested by the Trustees or by the holders of not less than 10 per cent in principal amount of the Bonds outstanding hereunder but not oftener than once in every two (2) years, and whether or not so requested by the Trustees or by the bondholders at least once in every five (5) years, it will at its own expense cause an examination of the properties of the Company and its subsidiaries to be made by an independent engineer. Such independent engineer shall report in writing to the Trustees, to the Banker and to the Company whether or not the property useful or necessary in the carrying on of the respective businesses of the Company and its subsidiaries is being maintained in good physical condition and in a state of good operating efficiency. If such independent engineer is of the opinion that such property is not being maintained in good physical condition and in a state of good operating efficiency, he shall state in his report the character and extent of the deficiency (hereinafter in this Section called "deficiency") and shall state the estimated cost of, and the time reasonably required for, making good such deficiency. Said report shall be final and conclusive for all purposes under this Indenture, shall be placed on file by the Trustees and shall be open to the inspection of any bondholder at the office of the Corporate Trustee at any reasonable time.

(b) The Company covenants that if such independent engineer shall state in such report that a deficiency exists, it will make good such deficiency to the satisfaction of said independent engineer within the period of time stated in said report as being reasonably required therefor. Said independent engineer shall, within three (3) months after the expiration of said period, at the expense of the Company, make a supplemental report in writing to the Trustees, to the Banker and to the Company stating whether or not such deficiency has been made good to his satisfaction. If such supplemental report shall state that any deficiency remains which has not so been made good, the Trustees, if requested in writing by the Banker (but not otherwise), shall thereupon notify the Company that such remaining deficiency exists and that the Company is in default in respect thereof. Failure of the Company to make good such remaining deficiency, if any to the satisfaction of such independent engineer within ninety (90) days after the date of such last mentioned notification (such satisfaction to be evidenced by a further supplemental report in writing to be made by such independent engineer to the Trustees, to the Banker and to the Company) shall constitute the event of default specified in paragraph (d) of Sec. 10.02.

(c) In the event of the failure of the Company to cause any examination to be made by an independent engineer as herein required, the Trustees may, and upon request of the holders of not less than one (1) per cent in principal amount of the Bonds outstanding hereunder shall, cause such examination to be made by an independent engineer at the expense of the Company, but only upon being furnished with security or indemnity satisfactory to the Trustees against any and all expenses in connection with such examination and the results of any such examination shall in all respects be conclusive and binding upon the Company, and upon all persons entitled to any benefit hereunder, in like manner as if the Company itself had caused such examination to be made as herein provided.