

DANIEL BOONENORTH STATIONERY CO KANSAS CITY MO 64104

Sec. 10.16. Notice of any sale, pursuant to any provision of this Indenture, shall state the time and place when and where the same is to be made, and shall contain a brief general description of the property to be sold, and shall be sufficiently given, if published once a week (beginning on any day of the week), for three consecutive weeks, prior to such sale, in a newspaper of general circulation in Chicago, Illinois, but the Trustees may give such further notice as may be required by law or they may deem advisable.

Sec. 10.17. From time to time, the Trustees may adjourn any sale to be made by them under the provisions of this Indenture, by announcement at the time and place appointed for such sale or for such adjourned sale or sales; and without further notice or publication, it may make such sale at the time and place to which the same shall be so adjourned.

Sec. 10.18. Upon the completion of any sale or sales under this Indenture, the Trustees shall deliver to the accepted purchaser or purchasers the securities sold, with good and sufficient transfers thereof, and shall execute and deliver to such purchaser or purchasers proper deeds or other instruments transferring all other property which may have been sold. The Trustees and successors hereby are appointed the true and lawful attorneys irrevocable of the Company, in its name and stead, to make all transfers and conveyances of property, and for that purpose they may execute all necessary deeds and instruments of conveyance, assignment or transfer, and may substitute one or more persons with like power, the Company hereby ratifying and confirming all that its said attorneys, or such substitute or substitutes, shall lawfully do by virtue hereof. Nevertheless, the Company, if so requested by the Corporate Trustee, shall ratify and confirm such sale or sales by executing and delivering to the Trustees or to such purchaser or purchasers all such proper transfers, assignments and conveyances as may be designated in such request.

Sec. 10.19. Any such sale or sales made under or by virtue of this Indenture, whether under the power of sale hereby granted or conferred, or under or by virtue of judicial proceedings, shall operate to divest all right, title, interest, claim and demand whatsoever, either at law or 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, its successors and/or assigns and against any and all persons claiming or to claim the property sold or any part thereof, from, through or under the Company, its successors and/or assigns.

Sec. 10.20. The receipt of the Trustees for the purchase money shall be a sufficient discharge to any purchaser of the premises and property or any part thereof sold as aforesaid; and no such purchaser or his representatives, grantees and/or assigns, after paying such purchase money and receiving such receipt, shall be bound to see to the application of such purchase money upon or for any trust or purpose of this Indenture or in any manner whatsoever be answerable for any loss, misapplication or nonapplication of any such purchase money or any part thereof or be bound to inquire as to the authorization, necessity, expediency or regularity of any such sale.

Sec. 10.21. Upon any sale being made, either under the power of sale hereby given or under judgment or decree in any judicial proceedings for the foreclosure or otherwise for the enforcement of this Indenture the principal of all Bonds then outstanding hereunder, if not previously due, shall at once become and be immediately due and payable, anything in said Bonds or in this Indenture to the contrary notwithstanding.

Sec. 10.22. Except as herein expressly provided to the contrary, no remedy herein conferred upon or reserved to the Trustees or the holders of Bonds her by secured, is intended to be exclusive of any other remedy, but each and every such remedy shall be cumulative, and shall be in addition to every other remedy given hereunder or now or hereafter existing at law or in equity or by statute; and the employment of any remedy hereunder, or otherwise, shall not prevent the concurrent employment of any other appropriate remedy or remedies.

Sec. 10.23. The Company for itself, its successors and assigns, hereby expressly covenants to and with the Trustees that at and immediately upon the commencement of any action, suit or other legal proceedings by the Trustees pursuant to the terms hereof to obtain judgment for the principal or interest upon any of the Bonds or for both, or to obtain judgment of any other nature in aid of the enforcement of the Bonds or coupons, or of any of them or of this Indenture, the Company or its successors or assigns shall and will, severally waiving the issuance and service of process, enter its or their voluntary appearance in such action, suit or proceeding and consent to the entry of a judgment for such principal and interest, and interest upon overdue principal and installments of interest, and for the lawful costs and expenses and compensation of the Trustees and of their agents and attorneys, and for such other relief as the Trustees may be entitled to hereunder.

Sec. 10.24. The Trustees shall have power to institute and maintain such suits and proceedings as they may deem necessary or expedient to prevent any impairment of the security hereunder by any acts of the Company, or of others in violation of this Indenture or unlawful, or by the Trustees deemed necessary or expedient to preserve and to protect their interest and the security and interest of the bondholders in respect of the property subject to this Indenture, or in respect of the income, earnings, rents, issues and profits thereof, including power to institute and to maintain suits or proceedings to restrain the enforcement of, or compliance with, or the observance of, any legislative or other governmental enactment, rule or order that may be unconstitutional or otherwise invalid, if in the judgment of the Trustees the enforcement of, or compliance with, or observance of, such enactment, rule or order would impair the security hereunder or be prejudicial to the interests of the bondholders or of the Trustees; and upon the request of the holder or holders of at least five per cent in principal amount of the Bonds issued hereunder who shall furnish to the Trustees security and indemnity satisfactory to the Trustees for their expenses and compensation for their services and for any liability whatsoever which they may or might incur in the premises, it shall be the duty of the Trustees to proceed as authorized in this Section.

Sec. 10.25. The Company may waive any period of grace provided for in this Article.

Sec. 10.26. If while two or more series of Bonds are outstanding hereunder a default shall be made in the payment of the principal or interest of less than all series of Bonds outstanding, then, anything in this Indenture to the contrary notwithstanding, whatever action (except a declaration of maturity of all of the Bonds) it is provided elsewhere in this Article may or shall be taken by reason of such default by or upon the request of the holders of a specified percentage of the Bonds outstanding, in such event may be or shall be taken by or upon the request of the holders of a like percentage in principal amount of the outstanding Bonds of the one or more series in respect of which such default shall have been made, provided such holders making such request are the holders of not less than five per cent in principal amount of all the Bonds outstanding hereunder.

Sec. 10.27. From time to time the holders of seventy-five per cent or more in amount of all the Bonds of Series A and of seventy-five per cent of the Bonds of each other series for the time being outstanding (exclusive of Bonds held directly or indirectly by the Company) by an instrument or instruments in writing signed by such holders and delivered to the Corporate Trustee shall have power (1) to assent to and authorize the release of any part of the trust estate without prejudice to the powers conferred upon the Trustees and the Company by Articles 3 and 9 hereof, and (2) to waive any default and any rights arising by reason of any default under any provision of this Indenture, and (3) to assent to and authorize any modification of the provisions of this Indenture that shall be proposed by the Company and consented to by the Trustees; and any action herein authorized to be taken with the assent or authority given as aforesaid, of the holders of seventy-five per cent or more in amount of said Bonds (exclusive of Bonds held directly or indirectly by the Company) shall be binding upon the holders of all of the Bonds hereby secured and upon the Trustees as fully as though such action were specifically and expressly authorized by the terms of this Indenture; provided (a) that the obligation of the Company to pay the principal and interest of the Bonds at the respective dates and places and in the respective amounts and agreements therein specified and the respective redemption prices of the Bonds shall continue unimpaired and unreduced, and (b) that any modification shall not as to any Bond or Bonds hereby secured create any preference over any other Bond or Bonds hereby secured, and (c) that no waiver of any default shall