

SAML BORDWORTH STATIONERY CO KANSAS CITY MO 64114

required by any successor trustee for more fully and certainly vesting in such trustee the estates, rights powers and trusts hereby vested or intended to be vested in the predecessor trustee, any and all such deeds, conveyances and instruments in writing shall, on request, be executed, acknowledged and delivered by the Company. The resignation of any trustee, and the instrument or instruments removing any trustee and appointing a successor trustee hereunder, together with all deeds, conveyances, and other instruments provided for in this Sec. 11.10 may (and, if the Company so requests, shall) be forthwith filed for record in each place where this Indenture shall then be required to be recorded, at the expense of the Company, unless due to the participation of the Corporate Trustee in any merger or consolidation, in which case such expense shall be borne by the Corporate Trustee.

Sec. 11.11. In case any of the Bonds contemplated to be issued hereunder shall have been authenticated but not delivered, any successor to the Corporate Trustee may adopt the certificate of the original Corporate Trustee or of any successor to it as Corporate Trustee hereunder and deliver the Bonds so authenticated, and in case any of the Bonds shall not have been authenticated, any successor to the Corporate Trustee may authenticate such Bonds either in its own name, or, if it shall be acting as such successor by virtue of a conversion, merger or consolidation, in the name of its predecessor; and in all such cases, such certificate shall have the full force which it is anywhere in the Bonds or in this Indenture provided that the certificate of the Corporate Trustee shall have.

Sec. 11.12. Roy C. Osgood, one of the second parties hereto, has been joined as Individual Trustee hereunder, so that if, by any present or future law in any jurisdiction in which it may be necessary to perform any act in the execution of the trusts hereby created, said First Trust and Savings Bank, as Trustee, or its successor or successors, may be incompetent or unqualified to act as such Trustee, then all the acts required to be performed in such jurisdiction in the execution of the trusts hereby created, shall and will be performed by said Individual Trustee, or his successor or successors, acting alone. Except as it may be deemed necessary for the Individual Trustee solely or jointly with the Corporate Trustee to execute the trusts hereby created, the Corporate Trustee may solely have and exercise the powers, and shall be solely charged with the performance of the duties herein declared on the part of the Trustees, or either of them, to be had and exercised or to be performed.

Sec. 11.13. The Individual Trustee may delegate to the Corporate Trustee the exercise of any power, discretionary or otherwise, conferred by any provision of this Indenture; and said Roy C. Osgood, the Individual Trustee herein named, hereby makes constitutes and appoints First Trust and Savings Bank, the Corporate Trustee herein named, his true and lawful attorney for him and in his name, or in the name of the Corporate Trustee, to do and perform all acts necessary or proper in the execution and prosecution of the duties of the Trustees hereunder in as full and ample a manner as he might do personally. Any request in writing by the Corporate Trustee to the Individual Trustee hereunder shall be sufficient warrant and full protection for the Individual Trustee in taking such action as may be requested.

Sec. 11.14. If at any time it shall be desirable in the opinion of the Company and the Corporate Trustee to have an additional trustee or trustees as co-trustee or co-trustees hereunder, either individual or corporate, or, if the holders of at least a majority in principal amount of the Bonds then outstanding shall in writing so request, the Corporate Trustee shall, subject to the approval of the Company, select such co-trustee or co-trustees, and the Trustees and the Company shall unite in appointing such co-trustee or co-trustees of all or any of such property or cash (if any) at the time subject hereto, jointly with the Trustees originally named herein, or their successor or successors, or to act as a separate trustee or trustees hereunder or of any of such property or cash, and in either case with such of the rights, powers, duties and obligations hereby conferred or imposed upon the Trustees as shall be stated in such instrument of appointment, the same to be exercised either jointly with the Trustees or separately as such instrument may prescribe, and the Company hereby irrevocably appoints the Corporate Trustee its agent, without any further act by the Company (whenever during the continuance of an event of default as defined in Sec. 10.02 the company shall not within thirty days after request by the Trustees join with it in any such appointment) to appoint any such additional trustee or co-trustee and to execute, deliver and perform any and all instruments and agreements necessary or proper in connection therewith. Upon such appointment and upon the recording of the instrument of appointment wherever this Indenture is required by law to be recorded, the title of the Trustees in any or all of the mortgaged property shall immediately, and without further evidence of transfer, vest in such co-trustee or co-trustees either jointly with the Trustees or separately according to the terms of such appointment, but the Trustees and/or the Company shall nevertheless execute, acknowledge and deliver to such co-trustee or co-trustees such conveyances and transfers as may be proper to vest or confirm said mortgaged property in the co-trustee or co-trustees. Any co-trustee may resign or be removed in the same manner provided as to the original Trustee, or he or it may be removed by the then Corporate Trustee hereunder; and any vacancy in the office of co-trustee may be filled in the manner above provided for the appointment of the original co-trustee or co-trustees, or, if it is not then desirable to fill the vacancy, the vacancy need not be filled. All the immunities provided by this Indenture in respect of the Trustees shall apply to each and every co-trustee, and neither of the Trustees nor any co-trustee shall be liable for any default or act of omission or commission of any other of the Trustees or co-trustees.

Sec. 11.15. If a co-trustee, individual or corporate, be appointed, then to the extent permitted by law, the powers and duties conferred upon the Trustees hereunder shall nevertheless be exercised and performed by the Trustees alone, even after the maturity of the Bonds or after the Trustees shall under the provision hereof have become entitled to enter upon the mortgaged property; but the co-trustee shall upon appointment receive and hold title to the mortgaged property jointly or separately as provided in Sec. 11.14 with the Trustees, and in case the Trustees shall by reason of the law of any jurisdiction in which the Trustees may be required to act under the terms of this Indenture be unqualified unauthorized unable or incompetent to exercise any of the powers granted to the Trustees by this Indenture or to perform any of the duties imposed upon the Trustees hereby or shall decline to exercise any such power or perform any such duty, then and in such case, upon the request in writing of the Trustees (which shall be sufficient warrant for the co-trustee to take the action therein requested), the co-trustee shall have and may exercise any such power in the place of the Trustees, and shall be authorized to perform any such duty in that jurisdiction, and shall be deemed to be possessed of such rights and powers as may be necessary to the effectual operation of the trusts herein set forth. The co-trustee may nevertheless delegate to the Trustees in so far as permitted by law, and may exercise every right and perform every duty hereinbefore required to be exercised or performed by him or it, through the trustees as his or its agents, unless the Trustees are not permitted by law so to act, and may adopt, ratify and confirm any act done by the Trustees, and until the co-trustee is requested in writing by the Trustees to act as above provided, every act of the Trustees shall be deemed to have been performed as the agent of the co-trustee in so far as necessary to the effectual operation of this Indenture. The Trustees shall be under no duty to request the co-trustee to act as above provided unless they shall have declined to act themselves or shall have received an opinion of counsel to the effect that they are unqualified, unauthorized, unable or incompetent to act in any given instance and the Trustees shall be under no liability for failure to make such request prior to so declining or to receiving such opinion of counsel. The co-trustee shall in no event be responsible or liable personally for any act of the Trustees performed as agents attorneys or otherwise, and may conclusively assume that he or it is permitted by law to delegate his or its powers and duties hereunder to the Trustees and to exercise and perform his or its powers and duties hereunder through the Trustees as his or its agents, unless and until he or it is otherwise advised in writing by counsel.