

SANS BODENWORTH STATIONERY CO KANSAS CITY MO 64104

indenture which in their opinion may not afford adequate protection to the Trustee when the same shall become operative; and/or

(f) for any other purpose not inconsistent with the terms of this Indenture and which shall not impair the security of the same, or for the purpose of curing any ambiguity or of curing correcting or supplementing any defective or inconsistent provision contained herein.

Sec. 13.02. For the purposes of this Indenture, any such supplemental indenture shall be construed in connection with and as part of this Indenture and the covenants thereof shall be deemed, as to the subject matter of such covenants, to be covenants of this Indenture.

Sec. 13.03. The Trustees are authorized to join with the Company in the execution of any such supplemental indenture, to make the further agreements and stipulations which may be therein contained, and to accept the conveyance, transfer and assignment of such property thereunder. In case of the delivery of any such supplemental indenture or indentures, express reference thereto may be made in the text of the Bonds of any series created thereafter.

Sec. 13.04. An executed counterpart of every such supplemental indenture shall be deposited with the Corporate Trustee.

Sec. 13.05. The Company hereby covenants that it will fully perform all the requirements of any such supplemental indentures which may be in effect from time to time; provided, however, that no restriction or obligation imposed hereby or by any supplemental indenture upon the Company with respect to any of the Bonds or series of Bonds then outstanding under this Indenture may, except as in Sec. 10.27 and subdivision (c) of Sec. 13.01 permitted, be waived or modified by such supplemental indentures or otherwise, and nothing in this Article contained shall affect or limit the right or obligation of the Company or any successor corporation to execute and deliver to the Trustees any instrument of further assurance or other instrument which elsewhere in this Indenture it is provided shall be delivered to the Trustees.

ARTICLE 14

Miscellaneous Provisions.

Sec. 14.01. If the Company, its successors or assigns shall (a) pay or cause to be paid the principal of and interest on the Bonds and coupons for interest thereon to become due at the times and in the manner stipulated therein and herein, and/or

(b) provide for the payment of the Bonds and interest thereon by depositing in cash with the Corporate Trustee at any time at or before maturity the entire amount due or to become due thereon for principal and interest to maturity of all the Bonds outstanding, and/or

(c) in case of a call of all of the Bonds then outstanding for redemption, deposit with the Corporate Trustee on or before the date on which all of such Bonds (other than those which shall have matured by their terms) shall have been called for redemption, as provided in Article 5, the entire amount of the redemption price thereof including interest, and premium, if any, and shall deliver to the Corporate Trustee (1) proof satisfactory to the Corporate Trustee that notice of redemption as provided in Article 5 has been given, or (2) proof satisfactory to the Corporate Trustee that arrangements have been made insuring that such notice will be given, or, (3) a written instrument executed by the Company under its corporate seal, and expressed to be irrevocable, authorizing the Corporate Trustee to give such notice for and on behalf of the Company, and/or

(d) surrender to the Corporate Trustee for cancellation all the Bonds and coupons thereto appertaining for which payment is not so provided.

and shall also pay all other sums due and payable hereunder by the Company and shall well and truly keep and perform all the covenants and conditions herein required to be kept and performed by the Company according to the true intent and meaning of this Indenture, then and in that case, at the request of the Company, all the trust estate shall revert to the Company and the entire estate, right, title and interest of the Trustees and of the holders and registered owners of the Bonds and coupons in respect of the trust estate shall thereupon cease, determine and become void; and the Trustees in such case, upon the cancellation of all outstanding Bonds and coupons for the payment or redemption of which cash shall not have been deposited in accordance with the provisions of this Indenture, shall upon request of the Company and at its cost and expense execute to the Company, or its order, proper instruments acknowledging satisfaction of this Indenture and surrender to the Company, or its order, all cash and deposited securities, if any, which shall then be held hereunder as a part of the trust estate.

In the absence of a request by the Company to have the trust estate revert to it and to have the lien of this Indenture canceled and discharged, the fact that all indebtedness secured by this Indenture shall have been fully paid and satisfied shall not render this Indenture inoperative or prevent the Company from again and from time to time issuing Bonds hereunder (other than Series A) pursuant to the terms and conditions hereof.

Sec. 14.02. No recourse shall be had for the payment of the principal of or interest on any of the Bonds, or any part thereof, or for any claim based thereon or otherwise in respect thereof or of the indebtedness represented thereby, or in respect of any coupons appertaining thereto or Warrant originally thereto affixed, or of this Indenture against any incorporator, stockholder, officer or director, as such, past, present or future, of the Company, or of any successor to it, either directly or through the Company, or any successor to it, whether by virtue of any statute or constitutional provision or by the enforcement of any assessment or otherwise, all such liability being by the acceptance of the Bonds and as part of the consideration for the issue thereof expressly released.

Sec. 14.03. Any request, declaration or other instrument required or permitted by this Indenture to be signed and executed by bondholders, may be in any number of concurrent instruments of similar tenor, and may be signed or executed by such bondholders in person or by attorney appointed in writing. Proof of the execution of any such request, declaration or other instrument, or of a writing appointing any such attorney and of the holding or ownership by any person of Bonds or coupons, shall be sufficient for any purpose of this Indenture (except as herein otherwise expressly provided) and shall be conclusive in favor of the Trustees and of the Company with regard to any action taken by the Trustees or by the Company under such request or other instrument, if made in the following manner:

(a) The fact and date of the execution by any person of any such request, declaration or other instrument in writing may be proved by the certificate of any notary public or other officer authorized to take acknowledgments of deeds to be recorded in the place where such acknowledgment is taken, that the person signing such request or other instrument acknowledged to him the execution thereof, or by an affidavit of a witness to such execution.

(b) The fact of the holding by any person of Bonds transferable by delivery, and the amounts, issue numbers and series of the Bonds held by such person, and the date of his holding the same, may be proved by a certificate executed by any trust company, bank, banker or other depository (wherever situated), if such certificate shall be deemed by the Corporate Trustee to be satisfactory, showing therein that at the date therein mentioned such person had on deposit with or exhibited to such depository the Bonds described in such certificate. Such holding shall be presumed to continue until written notice to the contrary is served upon the Corporate Trustee. The Corporate Trustee may, nevertheless, in its discretion, require further proof in cases where it deems further proof desirable.

(c) The ownership of Bonds registered in writing of the holder of any Bond shall bind all future holders of the same Bond in respect of anything done or suffered by the Company or the Trustees pursuant