

(A) Within a reasonable time after the close of each of its fiscal years, an amount by which Stevenson Co-Ply's profits before taxes in said fiscal year exceed \$100,000, after allowance made for federal and state taxes on such earnings above \$100,000.

(B) Within a reasonable time after the close of each of its fiscal years, an amount equal to one-half of any wage paid Stevenson Co-Ply's shareholder employees in excess of \$2.50 per hour, straight time basis, and \$3.75 per hour, overtime basis, which Stevenson Co-Ply hereby agrees to take steps to borrow from its shareholder employees for such purposes.

3. Stevenson Co-Ply agrees that until one-half of said debenture notes are paid, it will not make any capital expenditure in any fiscal year in excess of \$25,000, without prior approval of the holders of the majority in amount of outstanding debenture notes.

4. Stevenson Co-Ply further agrees that until the balance of principal and interest on the debenture notes is paid in full, the majority in amount of holders of said debenture notes shall be entitled to appoint a representative and alternate, who shall have due notice of and may attend all meetings of the stockholders and/or directors of Stevenson Co-Ply, and Stevenson Co-Ply shall within sixty (60) days after the end of its fiscal year, mail to all the holders of debenture notes a condensed form of annual balance sheet, and Stevenson Co-Ply shall mail to trustee and the representative and alternate of the debenture note holders, copies of all monthly financial statements, and the annual audited financial statement.

5. Stevenson Co-Ply agrees that the policies of insurance required to be obtained and maintained by the mortgagor as provided in the Trust Mortgages shall be kept by the Trustee until the payment