of which or a majority thereof shall be held by the Trustee hereunder; or for the creation of any lien or charge upon the property or franchises of any such corporation or association except in substitution and exchange for a like amount of any secured indebtedness outstanding at the time of the acquisition of the stock of such corporation by the Gas Company at a rate of interest not exceeding six per cent to secure advances or loans from the Gas Company to such corporation or association to enable it to make betterments or extentions; or any purchase money mortgage or purchase money lien upon any property which may hereafter be acquired by any such corporation or association and all evidences of such advances or loans so made by the Gas Company to the Trustee hereunder by it to be held in all respects as though the same had been transfered to the Trustee at the time in satisfaction or discharge of any such advances or loans shall so long as it is not in default hereunder belong to and be received by the Gas Company and shall not be held by the Trustee and the Trustee shall upon the payment of any such advances or loans deliver to the Gas Company the evidence thereof for cancellation and shall also release and discharge of record any mortgage or lien of record securing the same.

(11) Whenever requested by resolution, adopted by the affirmative vote of at least two thirds of the directors of the Gas Company the Trustee shall vote or shall execute or cause to be executed a proxy or power of attorney to vote upon the shares of the stock of other companies which may be held by the Trustee under this indenture in favor of consolidating or merging such corporations or any of them, with each other providing that at such consolidation or merger at least a majority of the Capital