

amount of secured indebtedness of such corporation or association existing at the date of this Indenture; or (2) to secure advances or loans from the Companies, to enable such corporation or association to make betterments, improvements or extensions, or to acquire additional property, or to pay and discharge liens or charges upon the property, or franchises of the Companies, and the evidence thereof, forthwith shall be transferred by the Companies to the Trustee hereunder, and by it be held in all respects as though the same had been transferred and delivered to the Trustee under the granting clause hereof, at the time of the execution of this Indenture.

Until a default shall have been declared against the Companies, as provided in Section 1 of Article Eight thereof, all sums which shall be paid in satisfaction or discharge of any such secured indebtedness, lien, charge or obligation, shall belong to and be received by the Companies, and shall not be held by the Trustee. A certificate duly verified by the President or a Vice President, and the Treasurer of the Company in question, stating that such lien, charge, indebtedness or obligation has been paid in whole or in part, shall be sufficient proof to the Trustee of the facts therein stated, and upon receipt of such proof that such lien, charge, indebtedness or obligation has been fully paid, the Trustee shall cancel and surrender to such Company the evidence of such lien, charge, indebtedness or obligation, and if the same be of record, shall cause satisfaction thereof to be entered of record. All sums paid in satisfaction or discharge of any such indebtedness, lien, charge or obligation, and received by the Trustee after there shall have been a default declared, as provided in Section 1 of Article Eight hereof, shall be kept by the Trustee in a separate fund, and if such default be subsequently waived or made good, the Company shall be entitled to receive such sums from the Trustee, and the Trustee shall pay over such sums to the Company; but if such default be not waived or made good, thence such money moneys shall be used and applied by the Trustee as provided in Section 14 of Article Eight hereof.

Whenever requested by resolution adopted by the affirmative vote of at least a majority of all of the directors of the Company pledging the stock, the Trustee shall vote or shall execute its proxy or power of attorney to vote upon the shares of stock of other companies held by the Trustee under this Indenture in favor of consolidating or merging such corporations or any of them, with each other or with either of the Companies, provided that upon such consolidation or merger there shall be vested in the Trustee hereunder, upon the trusts hereof, at least the same proportionate amount, of the capital stock of the Company resulting from such consolidation or merger, as was held by the Trustee of the capital stock of the companies so consolidated or merged.

Anything in this Indenture to the contrary notwithstanding, any company, any part of whose capital stock shall be held by the Trustee, may be merged or consolidated with, or all or any part of its property be sold or conveyed to either of the Companies; but all real property and all leasehold interest in real property, and all stocks and bonds belonging to the company or companies so consolidated or merged, or whose properties shall be sold to such Company, shall become and be subject to the lien and operation of this Indenture, with the same effect as though assigned, transferred and conveyed to the Trustee at the time of the execution hereof, and the Companies shall execute all such further instruments of assignment, transfer, conveyance or mortgage as the Trustee may reasonably require for that purpose.

Whenever requested by resolution adopted by the affirmative vote of at least a majority of the directors of the Marquette Company, the Trustee shall vote or shall execute its proxy or power of attorney to vote upon the shares of stock of other companies held by