

transaction with the Companies or any corporation in which they may be interested, with the same rights which it or he would have if the Trustee were not Trustee hereunder.

Any money received by the Trustee under any provision of this Indenture, may be treated by it until it is required to pay out the same conformably herewith, as a general deposit, without any liability for interest, save as may be agreed upon between the Companies and the Trustee.

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The Trustee may advise with legal counsel and shall be protected in respect of any action under this Indenture taken in good faith by the Trustee in accordance with the opinion of counsel.

SECTION 2. The Trustee may resign, and be discharged from the trusts created by this Indenture, by giving to the Companies notice in writing, and to the holders of the bonds notice by publication, of such resignation, specifying a date when such resignation shall take effect, which notice shall be published at least once, not less than thirty days nor more than sixty days, prior to the date so specified in a daily newspaper of general circulation published in the City of Detroit, Michigan and a daily newspaper of general circulation published in the City of Pittsburgh, Pennsylvania. Such resignation shall take effect on the day specified in such notice, unless previously a successor trustee shall be appointed as hereinafter provided, in which event such resignation shall take effect immediately upon the appointment of such successor trustee.

SECTION 3. Any Trustee hereunder may be removed at any time by an instrument or concurrent instruments filed with the Trustee and executed by the holders or registered owners of three-fourths in principal amount of the bonds at the time outstanding.

SECTION 4. In case at any time the Trustee shall resign or shall be removed or otherwise shall become incapable of acting, a successor may be appointed by the holder or registered owners of a majority in principal amount of the bonds at the time outstanding by an instrument or concurrent instruments signed by such holders and registered owners, or their attorneys in fact thereunto duly authorized; but until a new trustee shall be appointed by the holders and registered owners of the bonds as herein authorized, the Marquette Company, by an instrument executed under its corporate seal by order of its board of directors, may appoint a trustee to fill such vacancy. Every such successor trustee, whether appointed by the holders and registered owners of the bonds or by the Marquette Company, shall always be a trust company or bank. After any such appointment by the Marquette Company, it shall cause notice of such appointment to be published once a week in each of four successive weeks in a daily newspaper of general circulation published in the City of Detroit, Michigan, and a daily newspaper of general circulation published in the City of Pittsburgh, Pennsylvania, but any new trustee so appointed by the Marquette Company shall immediately and without further act be superseded by a trustee appointed, in the manner above provided, by the holders or registered owners of a majority in principal amount of the bonds at the time outstanding, provided that such appointment be made prior to the expiration of one year from the date of the first publication of such notice.

SECTION 5. Any successor trustee appointed hereunder shall execute, acknowledge and deliver to the Companies an instrument accepting such appointment hereunder, and thereupon such successor trustee, without any further act, deed or conveyance, shall become vested with all the rights, powers, trusts, duties and obligations of its predecessor in the trusts hereunder, with like effect as if originally named as trustee, hereunder; but, nevertheless, on the written request of the Marquette Company or of the successor trustee, the trustee ceasing to act shall execute and deliver an instrument transferring to such successor trustee upon the trusts herein expressed all the rights, powers and trusts