

of the Companies with any other corporation, or the merger into such Company of any other Corporation, or the sale by either of the Companies of its property as an entirety, provided that as a condition of any sale of the property of either Company as an entirety the corporation to which such property shall be sold as an entirety shall as a part of the purchase price thereof assume the due and punctual payment of the principal of, and interest on, the bonds and the performance of the covenants of this Indenture.

SECTION 2. In case any corporation shall be consolidated with either of the Companies as aforesaid or in case such Company shall be merged into any other corporation, or in case of the sale of the property of either Company as an entirety, the Corporation formed by such consolidation, or into which such Company shall have been merged, or to which such sale shall have been made, shall succeed to and be substituted for such Company, with the same effect as of it had been named herein as the party of the first part hereto.

SECTION 3. For every purpose of this Indenture, including the execution of bonds, the term "Company" or "Companies" includes and means not only Marquette Oil Corporation and the Gladys Belle Oil Company, jointly and severally or either of them as the case may be, but also any such successor corporation or their assigns. Every such successor corporation shall possess, and from time to time may exercise, each and every right and power hereunder of the Company which it succeeds in its name or otherwise, and any act or proceeding by any provision of this Indenture required to be done or performed by any board, committee or officer of such Company may be done and performed with like force and effect by the like board, committee or officer of any corporation that shall at the time be such lawful successor of such Company.

SECTION 4. Before the exercise of the powers conferred by this Article Thirteen, either Company or any such successor corporation, by an instrument in writing executed by authority of two-thirds of its board of directors and delivered to the Trustee, may surrender any of such powers reserved to the Company or to such successor corporation; and thereupon such power so surrendered shall terminate.

SECTION 5. Where reference is made herein to the Bankers or John E. Mahon & Company, such reference shall be construed to mean John E. Mahon & Company, a co-partnership dealing in investment securities and now having an office in the Union Bank Building, Pittsburgh, Pennsylvania, or any corporation, firm or individuals succeeding to the business of John E. Mahon & Company, and in the event that the said John E. Mahon & Company shall retire from active business leaving no successor or successors, then all of the requirements of this Indenture with respect to John E. Mahon & Company shall be disregarded. In case any question shall arise at any time as to the necessity of any approval or other action by John E. Mahon & Company or as to the rights of said John E. Mahon & Company hereunder, or as to the parties to whom the words "John E. Mahon & Company" shall apply, such question shall be conclusively determined by the Trustee by writing delivered to the Marquette Company by the Trustee.

ARTICLE FOURTEENTH.

SECTION 1. If all the bonds issued hereunder, both principal and interest, shall be well and truly paid, at the times and in the manner therein and herein expressed, according to the tenor and effect thereof, this Indenture shall cease and determine, and upon proof being given to the reasonable satisfaction of the Trustee that all the bonds have been paid or satisfied as to principal and interest, and upon payment of the costs, charges and expenses incurred by the Trustee in relation thereto, the Trustee shall cancel and surrender this Indenture.