

to reimburse any holder or registered owner of bonds for any interest or penalty assessed upon or paid by him in addition to the amount of said taxes as originally assessed.

SECTION 5. At all times, until the principal of all of the bonds shall have been paid or provided for, the Marquette Company will keep an office or agency in the City of Pittsburgh, Pennsylvania, where bonds and interest coupons may be presented for payment, and either will keep an office or an agency in said City where notices and demands in respect of the bonds and coupons may be served, and by written notice will designate such office or agency to the Trustee, or will designate by written notice to the Trustee, ~~an~~ <sup>an</sup> ~~office or~~ <sup>agency</sup> company in said City, for such purpose. In default of any such office or agency, or of such designation, demands may be made and notices may be served at the office of the Trustee.

SECTION 6. The Companies will keep and maintain their respective corporate organizations required by the laws of the State of Delaware. They will duly register as foreign corporations, in and comply with all of the laws and regulations of each of the States and the officers thereof in which either may own property which shall at any time be subject to the lien of this Indenture. They will record this Indenture and re-record it, if necessary, so that it shall continue at all times to be in full force as a chattel mortgage and mortgage of real estate.

SECTION 7. The Companies shall and will (except as otherwise permitted by this Indenture) diligently preserve all their respective rights and franchises in so far as they shall continue to be advantageous to the Companies, and shall and will at all times use reasonable efforts to maintain, preserve and keep the properties, subject to this Indenture, including fixtures and appurtenances, and every part thereof, in good repair, working order and condition, and will, from time to time, make all needful and proper repairs, renewals and replacements. They will operate and develop said properties in accordance with the best operating practice of the industry. They will promptly pay and discharge all taxes, assessments and governmental charges lawfully levied or imposed upon them, as well as lawful claims for labor, materials and supplies, which, if unpaid, might by law become a lien or charge upon such property; provided, however, that they shall have the right in good faith to contest any such tax, assessment, charge or claim, and, pending such contest, to delay or refuse payment thereof, provided payment shall be secured in a manner satisfactory to the Trustee.

SECTION 8. The Companies will, so long as any of the bonds shall be outstanding, deliver to the Trustee and to John E. Mahon & Company of the City of Pittsburgh, Pennsylvania (hereinafter referred to as the "Bankers"), quarterly balance sheets and statements of income and profit and loss of each of the Companies and their business and production and sale of oil and gas, certified by the Secretary or Treasurer of each Company, which balance sheets shall be substantially in form similar to that of the form of balance sheets of the Companies which have been filed with the Trustee simultaneously with the execution hereof or in some other form appropriate to enable the Trustee to determine as to the compliance by the Companies with the covenants of this Section, one of which balance sheets and statements in each year is to be as of the close of the fiscal year, and to be prepared by certified accountants.

SECTION 9. The Companies further covenant that they will at all times, so long as any of the bonds or coupons issued hereunder remain unpaid, insure and keep insured against loss or damage by fire, tornado or other casualty usually insured against by companies operating similar properties, such of the plants, properties, buildings, machinery, tools, equipment and appurtenances, including storage tanks and contents thereof subject to the lien hereof as are usually insured by companies of like character to the reasonable insurable value thereof in responsible companies. All policies for such insurance shall be drawn so as to make any loss thereunder payable to the Trustee and will, upon request of the Trustee, be deposited with