~463

liable or responsible for the collection of any insurance in case of loss.

SEC.8. Each of the Companies will, and their respective successors and assigns shall, from time to time, on written demand of the Trustee make, do, execute, acknowledge and deliver all such further acts, deeds, conveyances and assurances in the law as may be reasonably advised or required, for effectuating the intention of those presents, or for the better assuring and confirmingunto the Trustee, and their successor or successors, in the trust hereby created, upon the trusts and for the purposes herein expressed, all and singular the property hereby assigned and transferred to the Trustee or intended so to be, as well that now owned as that which shall hereafter be acquired.

SEC.9. The Companies covenant that the business of the Companies, respectively, will be continuously carried on and conducted in an afficient manner; that all property plants, appliances and equipment useful in the carrying on of such business will be maintained in thorough repair, working order and condition, and, if worn out or injured, will be replaced by other property, suitable to such business, and of at least equal value; that the Companies, respectively, now have complete and lawful authority and privilege to maintain and operate their existing plants and other properties and that no rights or privileges of either of the Companies will be allowed to lapse or be forfeited so long as the same shall be necessary for the carrying on of the business of such Companies; and that neither of the Companies will at any time commit, or suffer to be committed, any waste upon the mortgaged property, or do, or permit to be done, about in or upon the mortgaged property anything that may in any wise tend to impair the value thereof, or to weaken, diminish or impair the security furnished by this Indenture and that each of the Companies will fully and in due time comply with all laws and ordinances to applicable to such Company or to its property, provided, however, that nothing in this Section contained shall be deemed to prevent either Company (1) from temporarily ceasing to operate any of its plants when in the judgement of such Company business conditions require such cessation from the time being, or (2) from permanently discontinuing the operation of any plant or property (other than the main plant of the Oklahoma Company and the main store and warehouse of the Delaware Company at Tulsa, Oklahoma) which the Company owning such plant or property shall deem inadvisable to keep in further operation and which it intends to dispose of within a reasonable time.

SEC. 10. The Companies covenant and agree that they will pay, as they of from time to time mature, the principal/and interest on all obligations which may at any time be or become a prior lien upon any of the property now or hereafter subject hereto and will make all payments, observe all covenants, and do and perform all acts which by the terms of such obligations, and the instruments respectively securing the same, and each of them are required to be done or performed and will not make or suffer to be made any default therein, or in any covenant condition or stipulation therein contained.

SEC. 11. The Companies covenant that the Delaware Company shall never issue or have outstanding any shares of stock now or hereafter created unless the same be owned by the Oklahoma Company, and that none of such shares shall at any time be pledged, hypothecated or otherwise encumbered; provided, however, that this restriction shall not apply to such number of shares, (not exceeding the minimum number required by law) as may be necessary to qualify persons to act as officers or directors of the Delaware Company. The Companies further covenant and agree that no dividend or distribution shall at any time be made in respect of the stock of the Delaware Company, unless such dividend or distribution be made solely to the Oklahoma Company as the holder of all of the stock of the Delaware Company. Nothing in this Section contained shall be