

and become void, and the Trustee in such case, on demand of the Gas Company and at its cost and expense, shall execute proper instruments, acknowledging satisfaction of this indenture, and shall also assign, transfer and convey to the Gas company all stocks, bonds and other securities held by it as Trustee under and in pursuance of the terms of this indenture.

42. (25) It is further understood and agreed that nothing herein contained shall be so construed as to oblige or require said Gas Company to continue to pay rentals for gas or oil leases, rights of way, easements, or other property which by reason of failure or diminution of supply, abandonment of territory lack or failure of piping facilities, or for any other reason, are no longer advantageous or necessary for the business of the gas Company, but in any, and all such cases, said Gas Company may permit its estate or interest in any such property to lapse, and in case it is necessary or desirable that said Gas Company should execute and deliver evidence of its surrender, or abandonment of any previously existing estate or right in or to any such property, said Trustee shall have full power and authority to unite with said Gas Company in the execution and delivery of any release or other writings requisite and necessary for such surrender or abandonment.

43. It is further understood and agreed that nothing herein contained shall be construed so as to oblige or require the said Gas Company to keep and maintain in their present location the oil wells, gas wells, tanks, derricks, machinery, fixtures and appliances now on any of the hereinbefore described leases or leaseholds, or appurtenant thereto, or hereafter to be placed thereon or to become appurtenant thereto, for the production and sale of natural gas, or petroleum, but, if in order to maintain or increase the production and sale of gas or petroleum, or because they shall become worn out or unfit for use, or otherwise unnecessary or use less, or for any other reason whatsoever, it shall seem to the said Gas Company necessary or advantageous to take up or remove any casing or pipe from the oil wells or gas wells, or any tanks, derricks, machinery, fixtures, appliances or appurtenances and to replace or use the same elsewhere, or to sell the same, the said Gas Company shall have full power and authority so to do; but in case the said Gas Company shall decide to sell the same or any part thereof it shall be lawful for the said Gas Company to make such sale at a fair and reasonable price; but any proceeds arising from any such sale, or from the sale of any other property mentioned or provided for in the preceding parts of this section (except real estate) shall be placed and kept by said Gas Company separate from its other funds, and in a separate account, and shall not be expended by said Gas Company otherwise than in the extension, enlargement or improvement of the plant, equipment, or facilities of said Gas Company, for the conduct of its business; and the said Gas Company shall, at the expiration of such period of six months, next ensuing after the day or the date hereof, give to said trustee full and accurat