

such surrender or abandonment.

46. "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 pipe lines hereby mortgaged or 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 useless, 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) it shall be placed and kept by the 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 six months, next ensuing after the day of the date hereof, give to said Trustee, full and accurate information, in writing, as to what, if any, changes have been made under the provisions hereof, with respect to the property and estates hereby granted and conveyed, or intended so to be, by lapse, release, surrender, removal and re-location, sale or otherwise.

47. "The Trustee for itself and its successors, hereby accepts the trusts and assumes the duties herein created and imposed upon it, but only upon the following terms and conditions, to-wit:

48. "(a) The Trustee shall be protected and relieved of all responsibility in acting upon any notice, request, consent, certificate, bond or other paper or document believed by it to be genuine, and to have been signed by the proper party.

49. "(b) The trustee may select and employ in and about the execution of this trust suitable agents and attorneys whose reasonable compensation shall be paid to the Trustee, by the Gas Company, or in default of such payment, shall be a charge upon the hereby pledged premises or property, and the proceeds thereof, paramount to said bonds. It shall be no part of the