

or employed in connection with the execution of any of the said trusts, nor in any other manner answerable or accountable under any circumstances whatsoever, except for bad faith. The recitals contained herein or in the bonds as to priority of lien or any other matter whatsoever are made by and on the part of The Jones Gas Company and the Trustee assumes no responsibility for the correctness of the same. It shall not be the duty of the Trustee to file or record at any time this deed of trust or any other mortgages or deeds of trust that may be required hereunder nor to do any other act or acts suitable and proper to be done for the creation or continuance of the lien or liens thereby intended nor to effect insurance against fire or explosion nor to renew any policies of insurance, nor to keep itself informed as to the payment of any taxes or assessments, nor to require such payments to be made. The Trustee may however in its discretion do any or all of these things. Neither shall the Trustee be held responsible for the nature or amount of the security mortgaged to it hereunder.

The Trustee shall not be compelled to take any action as Trustee under this mortgage, unless properly requested and in every respect indemnified to its full satisfaction. The Trustee shall be entitled to reasonable compensation for all services rendered hereunder or in connection with the trust. This compensation together with any and all necessary and reasonable expenses, charges counsel fees, and other disbursements incurred by the Trustee in the discharge of its duties as such shall be paid by the Jones Gas Company or out of the trust estate upon which they are thereby made a lien prior to that of the bonds issued hereunder.

The Trustee shall be protected in acting upon any notice, consent, request,