other property of any kind or nature appertaining to or used or occupied or enjoyed in connection with any property hereinbefore described;

Together With all and singular the rights, privileges, tenements, hereditaments and appurtenances now or hereafter belonging or in anywise appertaining to the aforesaid mortgaged property or any part thereof, with the reversion and reversions, remainder and remainders and (subject to the provisions of Section 8.01) the tolls, rents, revenues, issues, earnings, income, product and profits thereof and all the estate, right, title and interest and claim whatsoever, at law as well as in equity, which the Company now has or may hereafter acquire in and to the aforesaid mortgaged property and franchises and every part and parcel thereof with the appurtenances thereto;

It Is Hereby Agreed by the Company that all the property, rights and franchises acquired by the Company after the date hereof (except any hereinbefore or hereinafter expressly excepted) shall (subject to the provisions of Section 8.01 and to the extent permitted by law) forthwith upon acquisition thereof by the Company be as fully embraced within the lien hereof as if such property, rights and franchises were now owned by the Company and specifically described herein and conveyed hereby.

EXCEPTED PROPERTY

In addition to the reservations and exceptions herein elsewhere contained, the following are not and are not intended to be now or hereafter granted, bargained, sold, warranted, aliened, remised, released, conveyed, assigned, transferred, mortgaged, pledged, set over or confirmed hereunder and are hereby expressly excepted and excluded from the lien and operation of this Indenture, viz.:

(1) all gas and oil and their derivatives in pipe lines or storage reservoirs or the Company's distribution system; all liquid petroleum products resulting from or derived from the

production or processing of natural gas and all oil and casing-head gas and products thereof or derivatives therefrom;

(2) all gas purchase, gas sales and other contracts, not specifically pledged or required to be pledged by the terms of this Indenture;

(3) all shares of stock and certificates or evidences of interest therein, and all bonds, notes and other evidences of indebtedness or certificates of interest therein and other securities owned or possessed by the Company (except securities or obligations specifically subjected to the lien hereof or required to be pledged by the terms of this Indenture), all bills and accounts receivable, cash on hand or in banks (other than cash required by any provisions of this Indenture to be deposited with the Trustee) choses in action and operating agreements;

(4) all gas, electric energy, water, goods, wares, merchandise, appliances, materials or supplies produced, held or acquired by the Company for the purpose of sale or resale or leasing in the ordinary course of business and all conditional sales contracts, chattel mortgages or other contracts resulting from the disposition thereof; all fuel, oil, materials, equipment, stores and supplies and other personal property which are consumable in their use in the operation of any of the properties of the Company and construction equipment acquired for temporary use; and

(5) all aircraft, water craft, motor coaches, automobiles, tractors and other motor vehicles and materials and supplies held for the purpose of repairing or replacing any of the same;

whether any of the property described in clauses (1) to (5), inclusive, above be now owned or hereafter acquired by the Company.

Provided, however, that if, upon the occurrence of a default as in this Indenture defined, the Trustee, any trustee appointed hereunder or any receiver or trustee in bankruptcy shall enter upon and take possession of the mortgaged property, the Trustee or such receiver or trustee may, to the extent permitted by law, at the same time like-