

All other property, whether real, personal or mixed (except any in the Original Indenture, as heretofore supplemented, or herein expressly excepted), and whether now owned or hereafter acquired by the Company and whosoever situated, including (without in anywise limiting or impairing by the enumeration of the same the scope and intent of the foregoing or of any general description contained herein) all lands, gas plants, storage reservoirs, transportation lines, distribution systems, bridges, culverts, roads, all offices, buildings and structures, and the equipment thereof; all machinery, engines, regulators and meters; all pipes whether for gas or other purposes; all mains and pipes, service pipes, fittings, valves and connections; tools, implements, apparatus, furniture, and chattels; all lines for the transportation or distribution of gas for any purpose, including pipes, conduits and all apparatus for use in connection therewith; all real estate, lands, leases, easements, easements, servitudes, licenses, permits, rights, powers, franchises (except the franchise to be a corporation), privileges, rights of way and other rights in or relating to real estate or the occupancy of the same and (except as in the Original Indenture, as heretofore supplemented, or herein expressly excepted) all the right, title and interest of the Company in and to all other property of any kind or nature appertaining to and/or used and/or occupied and/or employed in connection with any property hereinbefore described;

TOGETHER WITH all and singular the tenements, hereditaments and appurtenances 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 § 9.01 of the Original Indenture) 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;

IT IS HEREBY AGREED by the Company that all the property, rights and franchises acquired by the Company after the date hereof (except any in the Original Indenture, as heretofore supplemented, or herein expressly excepted) shall (subject to the provisions of § 9.01 of the Original Indenture and to the extent permitted by law) be as fully unencumbered within the lien of the Original Indenture as if such property, rights and franchises were now owned by the Company and/or specifically described herein and conveyed hereby.

EXCEPTED PROPERTY

There is, however, expressly excepted and excluded from the lien and operation of the Indenture, and none of the foregoing described property or anything herein contained shall or shall be intended to include, any property of a character described under the heading "EXCEPTED PROPERTY" in the Original Indenture.

The Company may, however, subject to the lien and operation of the Indenture all or any part of the Excepted Property.

AND THE COMPANY, for itself and its successors, does hereby covenant and agree to and with the Trustees and their respective successors in the trust under the Original Indenture, for the benefit of those who shall hold the bonds and coupons, or any of them, to be issued hereunder and thereunder, as hereinafter provided as follows:

ARTICLE I

Creation and Description of the Bonds of the 1978 Series

SECTION 1. A new series of bonds to be issued under and secured by the Indenture is hereby created, to be designated as First Mortgage Bonds, 415% Series due 1978 (such bonds being sometimes referred to as the "Bonds of the 1978 Series"). The Bonds of the 1978 Series shall be limited to an aggregate principal amount of Eleven Million Dollars (\$11,000,000), excluding, however, any Bonds of the 1978 Series which may be executed, authenticated and delivered on a transfer of or in exchange for or in lieu of or in substitution for other Bonds of the 1978 Series pursuant to the provisions of §§ 2.05, 2.10, 2.11, 2.03 and 12.09 of the Original Indenture or of this Supplemental Indenture.

When Eleven Million Dollars (\$11,000,000) principal amount of Bonds of the 1978 Series have been issued, no further Bonds of such series shall be executed, authenticated and delivered except on a transfer of or in exchange for or in lieu of or in substitution for other Bonds of such series pursuant to such provisions. Said Bonds and the coupons to be attached to coupon Bonds of the 1978 Series shall be substantially