successor corporation or the Trustees or either of them, by the enforcement of any assessment or otherwise, or by any legal or equitable proceeding by virtue of any constitution, statute, or otherwise (including, without limiting the generality of the foregoing, any proceeding to enforce any claimed liability of stockholders of the Company based upon any theory of disregarding the corporate entity of the Company or upon any theory that the Company was acting as the agent or instrumentality of the stockholders), any and all such liability of incorporators, stockholders, officers and directors, as such, being released by the holder hereof, by the acceptance of this bond, and being likewise waived and released by the terms of the Indenture.

This bond shall not be valid or become obligatory for any purpose until the certificate of authentication endorsed hereon shall have been signed by The Chase Manhattan Bank, or its successor, as a Trustee under the Indenture.

In Witness Whereof, The Gas Service Company has caused this bond to be signed in its name by its President or a Vice-President, and its corporate seal to be impressed or imprinted hereon and attested by its Secretary or an Assistant Secretary.

Dated

The Gas Service Company,

By ______________________
Vice-President.

Attest:

____
Assistant Secretary.

And Whereas all conditions and requirements necessary to make this Supplemental Indenture a valid, legal and binding instrument in accordance with its terms and to make the Bonds, when duly executed by the Company and authenticated and delivered by the Principal Trustee, and duly issued, the valid, binding and legal obligations of the Company, have been done and performed, and the execution and

delivery of this Supplemental Indenture have been in all respects duly authorized;

Now, Therefore, This Supplemental Indenture Witnesseth: That The Gas Service Company, the Company herein named, in consideration of the premises and of One Dollar ($1.00) to it duly paid by the Trustees at or before the ensealing and delivery of these presents, the receipt whereof is hereby acknowledged, and in order to secure the payment of the principal of and interest and premium, if any, on all bonds from time to time outstanding under the Original Indenture and this Supplemental Indenture and any other indentures supplemental to the Original Indenture, according to the terms of said bonds and of the coupons annexed thereto, hath granted, bargained, sold, warranted, aliened, remised, released, conveyed, assigned, transferred, mortgaged, pledged, set over and confirmed, and by these presents doth grant, bargain, sell, warrant, alien, remise, release, convey, assign, transfer, mortgage, pledge, set over and confirm unto The Chase Manhattan Bank and Commerce Trust Company, as Trustees, and their respective successor or successors in the trust and its and their assigns forever, with the same force and effect and subject to the same reservations, exceptions, limitations, restrictions, servitudes, easements, rights and privileges as contained in the Original Indenture and to "permitted encumbrances" as defined in the Original Indenture, as though specifically described in the granting clauses of the Original Indenture, the following property, to-wit:

PART FIRST

Distribution Systems

The plants and systems owned and operated by the Company for the distribution and sale of gas, including pipes, mains, services, fittings, meters, regulators, regulator stations, and buildings, including, but not limited by the enumeration thereof, those located in the following named cities, towns, villages, unincorporated places, and environs thereof, to-wit: