1464850

「日のの」と言語

**** 543

Bonds, 5% Series D, due 1965-1985," herein sometimes called "bonds of Series D," all as herein provided, and to add to the covenants and agreements contained in the "Indenture the covenants and agreements hereinafter set forth; and

WHENERS, the Company has soquired, since the execution and delivery of the Original Indenture, the additional property hereinafter described, and the Company desires that such additional property so acquired be specifically subjected to the lien of the Indenture; and whereas a the formation

HEREAS, the Company, in the exceptise of the powers and authority conferred upon and reserved to it under the provisions of the Indenture and pursuant to appropriate resolutions of its Board of Directors, has duly resolved and determined to make, execute and deliver to the Trustee a Fourth Supplemental Indenture in the form hereof for the purposes herein provided; and

HHEREAS, all conditions and requirements neckssary to make this Fourth Supplemental Indenture a valid, binding and legal instrument have been done, performed and fulfilled and the execution and delivery hereof have been in all respects duly authorized; and

WHEREAS, all the requirements of law and of the charter and by-laws of the Company, including all requisite

0

sold, warranted, aliened, remised, released, conveyed,

7

۲

······ 543

1464850

action of directors, and all things necessary to make said bonds of Series D, when duly executed by the Company and authenticated and delivered by the Trustee, and duly issued, the valid, binding and legal obligations of the Company, have happened, been done, and been performed;

this Fourth Supplemental Indenture and has granted, bargained, and are to be issued and secured, has executed and delivered and conditions upon and subject to which said bonds are and in the Indenture contained, and to declare the terms and observance of all the covenants and conditions therein the coupons annexed thereto, and to secure the performance the Indenture, according to the terms of said bonds and of if any, on, all bonds from time to time outstanding under the payment of the principal of, and interest and premium, whereof is hereby admowledged, and in order to secure scaling and delivery of these presents, the receipt of the mutual covenants herein contained and of the pur-(\$1) to it duly paid by the Trustee at or before the enat any time issued under the Indenture and of One Dollar Greeley Gas Company in consideration of the premises and chase and acceptance by the holders thereof of the bonds NOW, THEREPORE, THIS INDENTURE WITNESSETH: That