

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 (National Association) 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, including all property, whether real, personal or mixed (except any in the Original Indenture, as supplemented, expressly excepted), and whether now owned or hereafter acquired by the Company, and wheresoever 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, tracts; 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, leaseholds; all 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 way same and (except as in the Original Indenture, as supplemented, 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 enjoyed in connection with any property hereinbefore described:

Тоgether 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 § 8.01 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 supplemented, expressly excepted) shall (subject to the provisions of § 8.01 of the Original Indenture and to the extent permitted by law) be as fully embraced 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 1987 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, 6 3/8% Series due 1987. The Bonds of the 1987 Series shall be limited to an aggregate principal amount of Seven Million Five Hundred Thousand Dollars (\$7,500,000), excluding, however, any Bonds of