

the future trusts hereinafter set forth.

3. And it is Hereby Further Covenanted and Declared that all such bonds with the coupons for interest thereon, are to be issued, certified and delivered, and that the stocks, bonds and other property subject to the lien of this indenture are to be held by the Trustee subject to the further covenants, conditions, use and trusts hereinafter set forth. And it is hereby covenanted and declared between the parties hereto as follows, namely:

4. (1) It is understood and agreed that until the bonds of the Gas Company intended to be secured by this mortgage or deed of trust can be lithographed or engraved, the Gas Company may execute and issue written or printed temporary certificates or obligations, in such form or forms, and in such amounts as may be approved and shall be countersigned or certified by the Trustee, which shall be entitled to all the security hereunder, and to be exchangeable for or convertible into bonds to be issued hereunder, and which shall be by the Trustee cancelled upon such exchange or conversion being effected.

5. (1) That no bond shall be issued or held valid or obligatory hereunder, or entitled to the benefit and security hereof unless the same shall be authenticated by a certificate endorsed thereon by the trustee that it is one of the bonds herein described and issued hereunder. all the bonds issued hereunder shall be first lien on the property, rights, privileges and franchises herein described and referred to, and upon all of the stock and bonds heretofore assigned and transferred to the Trustee, and upon all of the property, including stocks, bonds and corporate securities herein after acquired by the Gas Company, and which are to be transferred to the Trustee as hereinbefore provided, and shall be equally secured under this mortgage or deed of trust without preference, priority or distinction of one over another as to lien, payment or otherwise, on account of the time of the actual issue of said bonds or any thereof, and without distinction as to the dates of the maturity of said bonds or of any of them over any of the others. Said bonds shall be signed by the President of the Gas Company and be sealed and attested by its Secretary, acting at the time of issuance, and the coupons shall bear the facsimile signature of the Treasurer of the company, such facsimile signature to have the same force and effect as if the proper handwriting of such Treasurer. The aggregate of all of the bonds at any time issued and authenticated by the Trustee for all purposes under this indenture shall never exceed the sum of four million dollars (\$4,000,000).

6. (3) Duly and punctually the Gas Company will pay the principal and interest of every bond issued and secured hereunder at the dates and places, and in the manners mentioned in said bonds or the coupons thereto belonging, according to the true intent and meaning thereof without deduction from either principal or interest of any tax or taxes imposed by the United States, or