

## MORTGAGE RECORD 85

respectively, with such appropriate omissions, insertions and variations as are in this Indenture provided or permitted:

## (GENERAL FORM OF COUPON BOND)

No. \_\_\_\_\_  
 THE GAS SERVICE COMPANY  
 First Mortgage Bond,  
 Series ..... Due .....  
 Due .....

THE GAS SERVICE COMPANY (hereinafter called the "Company"), a corporation of the State of Delaware, for value received, hereby promises to pay to bearer, or, if this Bond be registered, to the registered owner hereof, on the ..... day of ..... at ..... Dollars, in any coin or currency of the United States of America which at the time of payment shall be legal tender for public and private debts, and to pay interest thereon from ..... at the rate of .... per cent. (...%) per annum, payable at said ..... in like coin or currency semi-annually on ..... and ..... in each year until the principal hereof shall have become due and payable. The interest accrued up to the date of maturity shall be paid only upon presentation and surrender, and according to the tenor, of the interest coupons hereto annexed as they severally mature.

This Bond is one of an authorized issue of Bonds of the Company known as its "First Mortgage Bonds" of an aggregate principal amount not exceeding \$10,000,000 at any one time outstanding, and issued and to be issued in series under, and all equally and ratably secured by, an Indenture of Mortgage and Deed of Trust dated as of October 25, 1939, executed by the Company to the Commercial National Bank and Trust Company of New York and Commerce Trust Company, a corporation of the State of Missouri, as Trustees, to which Indenture and all indentures supplemental thereto reference is hereby made for a description of the properties mortgaged and pledged, the nature and extent of the security, the rights of the holders of said Bonds and coupons and of the Trustees and of the Company in respect of such security, and the terms and conditions upon which said Bonds are and are to be issued and secured. As provided in, and to the extent permitted by, said Indenture, the rights and obligations of the Company and of the holder of said Bonds and coupons may be changed and modified with the consent of the Company by the affirmative vote of the holders of at least 75% in principal amount of the Bonds then outstanding affected by such change or modification (excluding Bonds disqualified from voting by reason of the Company's interest therein as provided in said Indenture); provided, however, that without the consent of the holder hereof no such change or modification shall permit the reduction of the principal or the extension of the maturity of the principal of this Bond or the reduction in the rate of interest hereon or any other modification of the terms of payment of such principal or interest or shall reduce the percentage of Bonds required for the adoption of changes or modifications as aforesaid. As provided in said Indenture, said Bonds are issuable in series, which may vary as in said Indenture provided or permitted. This Bond is one of a series of Bonds entitled "First Mortgage Bonds, Series ..... Due .....".

(Here insert reference to redemption if Bonds of a particular series are redeemable and to sinking fund if such Bonds are entitled thereto.)

If an event of default, as defined in said Indenture, shall occur, the principal of this Bond may become or be declared due and payable, in the manner and with the effect provided in said Indenture.

This Bond is negotiable and shall be transferable by delivery unless registered as to principal in the name of the holder on books of the Company to be kept for such purpose at ..... such registration being noted hereon. After such registration, no transfer hereof shall be valid unless made upon said books by the registered owner in person or by attorney authorized in writing and similarly noted hereon; but this Bond may be discharged from registration by being, in like manner, transferred to bearer, and thereupon transferability by delivery shall be restored, but again and from time to time this Bond may be registered or transferred to bearer as before. Such registration, however, shall not affect the negotiability of the coupons for interest hereto annexed, which shall always continue to be payable to bearer and to be transferable by delivery merely. The Company and the Trustees may deem and treat the bearer of this Bond if it is not registered as to principal, or, if this Bond is registered as herein authorized, the person in whose name the same is registered, as the absolute owner hereof, and the bearer of any coupon hereunto appertaining (whether or not this Bond be registered as to principal) as the absolute owner thereof, for the purpose of receiving payment and for all other purposes, and the Company and the Trustees shall not be affected by any notice to the contrary.

(Here insert provisions for exchangeability, if any.)

No recourse shall be had for the payment of the principal of or the interest on this Bond, or for any claim based hereon or otherwise in respect hereof or of said Indenture or of any indenture supplemental thereto, against any incorporator, stockholder, director or officer, past, present or future, of the Company or of any predecessor or successor corporation, either directly or through the Company or any predecessor or successor corporation, whether by virtue of any constitution, statute or rule of law or by the enforcement of any assessment or penalty or by any legal or equitable proceeding or otherwise howsoever; all such liability being, by the acceptance hereof and as a part of the consideration for the issuance hereof, expressly waived and released by every holder hereof, as more fully provided in said Indenture.

Neither this Bond nor any of the Annexed interest coupons shall be valid or become obligatory for any purpose until the certificate of authentication hereon shall have been signed by The Commercial National Bank and Trust Company of New York, or its successor as Trustee under said Indenture.

IN WITNESS WHEREOF, the Company has caused this Bond to be signed in its name by its President or one of its Vice Presidents, and its corporate seal to be impressed or imprinted hereon and attested by its Secretary or one of its Assistant Secretaries, and coupons for said interest bearing the facsimile signature of its Treasurer to be hereunto attached.

Dated

THE GAS SERVICE COMPANY,

By .....

Attest:  
 .....

## (GENERAL FORM OF INTEREST COUPON)

\$ .....

On the .... day of ..... (unless the Bond hereinafter described shall have been called for previous redemption and payment duly provided therefor), upon surrender of this coupon, The Gas Service Company will pay to bearer, at ..... in ..... Dollars (\$.....), in any coin or currency of the United States of America which