

MORTGAGE RECORD 85

at the time of payment shall be legal tender for public and private debts, being six months' interest then due on its First Mortgage Bond, Series Due No.

Treasurer.

(Reference to redemption shall be omitted from coupons attached to any series that are not redeemable prior to the maturity of such coupons.)

(GENERAL FORM OF REGISTERED BOND WITHOUT COUPONS)

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 or registered assigns, on the day of at in 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 the date hereof 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.

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 \$12,000,000 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 28, 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 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 holders 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 transferable by the registered owner hereof in person or by attorney authorized in writing, at upon surrender and cancellation of this Bond and on payment of charges, and upon any such transfer a new registered Bond without coupons, of the same series, for the same aggregate principal amount, will be issued to the transferee in exchange hereof. The Company and the Trustees may deem and treat the person in whose name this Bond is registered as the absolute owner hereof, for the purpose of receiving payment and for all other purposes.

(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; however, 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.

This Bond shall not 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.

Dated

THE GAS SERVICE COMPANY

By

Attest:

.....

(FORM OF NEW YORK TRUSTEE'S CERTIFICATE OF

AUTHENTICATION)

This Bond is one of the Bonds described in the within mentioned Indenture.

THE COMMERCIAL NATIONAL BANK AND
TRUST COMPANY OF NEW YORK,
As Trustee,

By
Authorized Officer.