

## MORTGAGE RECORD 85

and WHEREAS, the general forms of the Bonds of Series A referred to in Article Three, and the coupons to be attached thereto, are to be substantially as follows, respectively, with such appropriate omissions, insertions and variations as in this Indenture are provided or permitted:

## (GENERAL FORM OF COUPON BOND OF SERIES A)

No.

{1000

THE GAS SERVICE COMPANY

First Mortgage Bond,

Series A Due 1941-1964

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 ....., 19...., at the office or agency of the company in the Borough of Manhattan, The City of New York, ..... 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 four and one-quarter per cent. (4 1/4%) per annum, payable at said office or agency in like coin or currency semi-annually on April 25th and October 25th 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 \$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 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 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 A Due 1941-1964".

As provided in said Indenture, this Bond shall be redeemable at the option of the Company at any time upon at least thirty (30) days' prior notice, at redemption prices which shall consist of the following percentages of the principal amount hereof, together in each case with accrued interest to the date fixed for redemption:

(Here insert redemption provisions.)

Provided, however, that the Company shall be entitled to redeem First Mortgage Bonds, Series A Due 1941-1964 only in the inverse order of their respective maturities.

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 provided as to principal in the name of the holder on books of the Company to be kept for such purpose at the office or agency of the Company, in the Borough of Manhattan, The City of New York, 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, 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.

This Bond, alone or with other Bonds of the same series and maturity, accompanied by all coupons appertaining thereto to the extent required by said Indenture, may be exchanged upon surrender hereof to The Commercial National Bank and Trust Company of New York, or its successor as Trustee under said Indenture, for one or more registered Bonds without coupons, of the same series and maturity and of the same aggregate principal amount, of authorized denominations, all upon payment of charges and subject to the terms and conditions set forth in said Indenture.

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.

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 signatures of its Treasurer to be hereunto attached.

Dated.....

THE GAS SERVICE COMPANY,  
By .....