

## MORTGAGE RECORD 85

THE GAS SERVICE COMPANY

INDENTURE OF MORTGAGE DATED OCTOBER 26, 1939

Summary Certificate and Computation of Net Bondable Additions

Filed with THE COMMERCIAL NATIONAL BANK AND TRUST COMPANY OF NEW YORK,  
New York Trustee,

upon

Application for Authentication and Delivery

Under Article Four, of \$..... of First Mortgage Bonds,

Series.....Due.....

and.....

.....President and.....Treasurer, respectively, of the Gas Service Company, hereby certify the following Summary of amounts shown in the Property Additions Certificate dated.....and the Retirements Certificate dated.....filed or to be filed in connection with the above mentioned Application, and the Computation of the amount of Bonds to whose authentication and delivery said Company is now entitled:

- (1) Gross Additions Before Replacement Deductions i. e., Property Additions not previously Bonded, at Cost or Fair Value (whichever is less) as shown by Clause (5) of said Property Additions Certificate..... \$.....
- (2) Unused Additions Credit, as shown by Clause (11) of said Property Additions Certificate.....
- (3) Mandatory Replacement Deductions as shown by Clause (12) of said Property Additions Certificate.....
- (4) Gross Bondable Additions--item (1) plus item (2) minus item (3).....
- (5) Property Retirements as shown by Clause (1) of said Retirements Certificate.....
- (6) Retirement Credits as shown by Clause (3) of said Retirements Certificate:
  - (a) Cash, purchase money obligations and governmental obligations, deposited as provided in Section 24, Paragraph H (1), of the Indenture to obtain release of or representing proceeds of retired property included in item (5).....
  - (b) Property Additions, if any, used to obtain release of retired property included in item (5).....
  - (c) Mandatory Replacement Deductions previously certified, or certified in connection with the above-mentioned Application, in a Property Additions Certificate, but not previously certified as a Retirement Credit.....
  - (d) Excess credit, if any, brought forward from previous Retirements Certificate.....
- (7) Total Retirement Credits--(a), (b), (c) and (d).....
- (8) Net Retirements--item (5) minus item (7).....
- (9) Net Bondable Additions--item (4) minus item (6) (or, if sufficient in amount, item (2) minus items (3) and (6)).....
- (10) Amount of First Mortgage Bonds which may be authenticated and delivered:--  
66 2/3% of item (9).....  
(Here insert statements required by Paragraph F of Section 1 of the Indenture)

Dated.....

.....President

.....Treasurer  
of The Gas Service Company.

H. THE MORTGAGES, DEEDS, CONVEYANCES, ASSIGNMENTS, TRANSFERS AND INSTRUMENTS OF FURTHER ASSURANCE and the CERTIFICATE OR CERTIFICATES AND OTHER EVIDENCE, if any, specified in the Opinion of Counsel as provided by Clauses (2), (6) and (7) of the following Paragraph I; provided, however, that, in all cases, there shall be delivered to the New York Trustee a supplemental indenture or other instrument of conveyance, specifically subjecting said Property Additions to the direct lien of this Indenture unless said Property Additions shall have been previously specifically subjected to the direct lien of this Indenture by a supplemental Indenture or other instrument of conveyance.

## I. AN OPINION OR OPINIONS OF COUNSEL,

(1) stating that the instruments which have been or are therewith delivered to the New York Trustee conform to the requirements of this Indenture and constitute sufficient authority under this Indenture for the New York Trustee to authenticate and deliver the Bonds applied for, and that, upon the basis of the acquisition of the Net Bondable Additions described in and shown by said instruments delivered to the New York Trustee pursuant to this Section, the Bonds applied for may be lawfully authenticated and delivered under this Article;

(2) specifying the mortgages, deeds, conveyances, assignments, transfers and instruments of further assurance which will be sufficient to subject to the direct lien of this Indenture the Property Additions described in said certificate, and stating that upon the recordation or filing in the manner stated in such opinion of the instruments so specified, no further recording or rerecording or filing or refiling of this Indenture or any other instrument is required to maintain the lien of this Indenture upon such Property Additions as against all creditors and subsequent purchasers, or stating what further recordation or filing of this Indenture or any supplemental Indenture is or will be necessary for that purpose; or stating that said Property Additions are then subject to the direct lien of this Indenture and that no such mortgage, deed, conveyance, transfer or instrument of further assurance is necessary for such purpose;

(3) stating that the Company has acquired a good and valid legal title to said Property Additions, and that the same and every part thereof is free and clear of all liens, charges and encumbrances prior to the lien of this Indenture, except Permitted Encumbrances, and easements and similar encumbrances which, in the opinion of such counsel, do not materially impair the use of such Property Additions in the operation of the business of the Company, and except also the Prepaid Liens, if any, mentioned in said Property Additions Certificate and in such case that the nature, extent and amount of such Prepaid Liens are correctly stated in said certificate;

(4) stating that the Company has lawful power to acquire, own and use said Property Additions in its business; and, to the extent that any franchise, permit, license, right-of-way or easement is necessary for the maintenance and use of such Property Additions, that the Company, either alone or jointly with some other corporation or individual, is entitled to such franchise for an unlimited or indefinite or indeterminate period of time or for a period extending beyond the latest date of maturity of the Bonds then being applied for or applied for in any other than pending application and beyond the latest date of maturity of all Bonds then outstanding under this Indenture, and that such franchise, permit, license, right-of-way or easement is in the opinion of counsel adequate for the operations of the Company, and does not contain any provisions materially prejudicial to the interests of the Bondholders;

(5) that, since the date of the last previous Opinion of Counsel filed with the New York Trustee