

Mortgage Registration Tax Paid in Shawnee Co.

COUNTERPART IN 48

THE GAS SERVICE COMPANY
TO
THE CHASE NATIONAL BANK OF THE
CITY OF NEW YORK
AND
COMMERCIAL TRUST COMPANY
as Trustees

State of New York, County of New York,
Indenture of Mortgage

Deed of Trust

Dated as of September 1, 1940

FIRST MORTGAGE BONDS

This Indenture is, among other things, a chattel mortgage

Baker & Co., Inc., 141 Front Street, New York 7

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INDENTURE, dated as of September 1, 1940, between The Gas Service Company, a corporation organized and existing under the laws of the State of Delaware (hereinafter sometimes called the "Company"), party of the first part, and The Chase National Bank of the City of New York a national banking association organized and existing under the laws of the United States of America, and Commercial Trust Company, a corporation organized and existing under the laws of the State of Missouri, and having its principal place of business in Kansas City, Missouri (hereinafter sometimes called, respectively, the "Principal Trustee" and the "Missouri Trustee"), and together the "Trustees", and each thereof a "Trustee", parties of the second part.

Whereas the Company is authorized by law, and deems it necessary from time to time to borrow money for its proper corporate purposes, and to that end, in the exercise of said authority, has duly authorized and directed the creation of an issue of its bonds of one or more series, to be designated generally as "First Mortgage Bonds" (hereinafter called the "bonds") of substantially the form and containing the terms hereinafter in this mortgage and deed of trust (hereinafter sometimes called "Indenture") provided or permitted; and in order to secure the payment of the principal of and interest and premium, if any, on said bonds, to provide for the authentication and delivery thereof by the Principal Trustee, and to establish and declare the terms and conditions upon which the bonds are to be issued and secured, the Company has duly authorized and directed the execution and delivery of this Indenture, and

Whereas the bonds, the coupons, to be annexed thereto, and the certificate of authentication of the Principal Trustee to be executed thereon, are to be substantially in the following forms, respectively, with such appropriate omissions, insertions and variations as may be in this Indenture provided or permitted:

[GENERAL FORM OF COUNTERBOND]
THE GAS SERVICE COMPANY
FIRST MORTGAGE BONDS, % SERIES DUE

No. _____ Dollars (\$ _____)
The Gas Service Company, a corporation organized and existing under the laws of the State of Delaware (hereinafter sometimes called the Company), for value received, hereby promises to pay to bearer, or, in case this bond be registered, to the registered owner hereof, on _____ Dollars (\$ _____), at its office or agency in _____ and _____, at the rate of _____ % per annum from _____ until the Company's obligation with respect to such principal sum shall be discharged, but, until maturity, only upon presentation and surrender of the annexed coupons as they severally mature. Both the principal of and the interest on this bond shall be payable in any coin or currency of the United States of America which at the time of payment shall be legal tender for the payment of public and private debts.
This bond is one of an issue of bonds of the Company, known as its First Mortgage Bonds, issued and to be issued in one or more series under and equally and ratably secured (except as any sinking, amortization, improvement or other fund, established in accordance with the provisions of the indenture hereinafter mentioned, may afford additional security for the bonds of any particular series) by a certain mortgage and deed of trust (hereinafter called the Indenture), dated as of September 1, 1940, made by the Company to The Chase National Bank of the City of New York and Commercial Trust Company, as Trustees (hereinafter called the Trustees), to which Indenture (and to all indentures supplemental thereto) reference is hereby made for a description of the property mortgaged, the nature and extent of the security, the rights and limitations of rights of the Company, the Trustees, and the holders of said bonds and of the coupons appurtenant to coupon bonds, under the Indenture, and the terms and conditions upon which said bonds are and are to be issued and secured, to all of the provisions of which Indenture and of all such supple-

mental indentures in respect of such security including the provisions of the Indenture permitting the issue of bonds of any series for property which, under the restrictions and limitations therein specified, may be subject to lease prior to the lien of the Indenture, the holder, by accepting this bond, assents. To the extent permitted by and as provided in the Indenture, the rights and obligations of the Company and of the holders of said bonds and coupons (including those pertaining to any sinking or other fund) may be changed and modified with the consent of the Company, by the holders of at least 25% in aggregate principal amount of the bonds then outstanding, such percentage being determined as provided in the Indenture; provided, however, that in case such changes and modifications affect one or more but less than all series of bonds then outstanding, they shall be required to be adopted only by (i) the affirmative vote of the holders of at least 25% in aggregate principal amount of outstanding bonds of such one or more series so affected and (ii) the affirmative vote of a majority in aggregate principal amount of all of the bonds then outstanding; and further provided, that without the consent of the holder hereof no such change or modification shall be made which will extend the time of payment of the principal of, or of the interest or premium, if any, on, this bond or reduce the principal amount hereof or the rate of interest or the premium, if any, hereon, or effect any other modification of the terms of payment of such principal or interest or premium, if any, or will permit the creation of any lien ranking prior to or in a parity with the lien of the Indenture on any of the mortgaged property, or will deprive the holder hereof of the benefit of a lien upon the mortgaged property for the security of his bond, or will reduce the percentage of bonds required for the adoption of changes or modifications as aforesaid. This bond is one of a series of bonds designated as the First Mortgage Bonds, % Series due of the Company.

[Here insert reference to redemption if bonds of a particular series are redeemable, and to sinking fund if such bonds are entitled thereto.]

The principal of this bond may be declared or may become due before the maturity hereof, on the conditions, in the manner and at the times set forth in the Indenture, upon the happening of a default as therein defined.

This bond is transferable by delivery unless registered as to principal in the owner's name on the books of the Company kept for such purpose at _____ After such registration no such registration being noted hereon.

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