

transfer hereof shall be valid unless made on the Company's books by the registered owner or by its attorney thereunto duly authorized and similarly noted hereon, but this bond may be discharged from registration by being transferred to bearer, after which it shall again be transferable by delivery, but it shall be subject to successive registrations and transfers to bearer as before. Such registration, however, shall not affect the negotiability of the coupons hereto annexed, which shall always be payable to bearer and transferable by delivery. The Company and the Trustee and any paying agent may deem it best to issue the bearer of this bond, if it be not registered as to principal, or, if this bond be registered as to principal, as herein authorized, the person in whose name the same is registered, as the absolute owner hereof, and the bearer of any coupon hereunto pertaining as the absolute owner thereof, for the purpose of receiving payment and for all other purposes.

[Here insert provisions for exchangeability, if any.]

No recourse under or upon any contract or obligation of the Indenture, or of any indenture supplemental thereto, or of this bond or the coupons hereto annexed, for the payment of the principal or of the interest on this bond, or for any claim based thereon, or otherwise in any manner in respect thereof, shall be had against any incorporator, subscriber to the capital stock, stockholder, officer or director, or stock, of the Company, whether former, present or future, either directly, or indirectly through the Company or any predecessor or successor corporation or the Trustee or either of them, by the enforcement of any subscription to capital stock, assessment or otherwise, or by any legal or equitable proceeding by virtue of any constitution, statute or otherwise (including, without limiting the generality of the foregoing, any proceeding to enforce any claimed liability of stockholders of the Company based upon any theory of disregarding the corporate entity of the Company or upon any theory that the Company was acting as the agent or instrumentality of the stockholders), any and all such liability of incorporators, stockholders, subscribers, officers and directors, as such, being released by the holder hereof, by the acceptance of this bond, and being likewise waived and released by the terms of the Indenture.

Neither this bond nor any of the annexed coupons shall be valid or become obligatory for any purpose until the certificate of authentication enclosed hereon shall have been signed by The Chase National

Bank of the City of New York, or its successor, as a Trustee under the Indenture.

IN WITNESS WHEREOF, THE GAS SERVICE COMPANY has caused this bond to be signed in its name by its President or a Vice-President, and its corporate seal to be impressed or imprinted hereon, and attested by its Secretary or an Assistant Secretary, and coupons bearing the facsimile signature of its Treasurer to be annexed hereto, all as of

THE GAS SERVICE COMPANY.

By _____ Vice President.

Attest:

Assistant Secretary.

[REDEMPTION FORM OF COUPONS]

On the _____ day of _____, 19____ (unless the bond hereinafter mentioned shall have been called for periodic redemption and payment of the redemption price thereof duly provided for), The Gas Service Company will pay to bearer, upon surrender hereof, 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 the payment of public and private debts, being six months' interest then due on this First Mortgage Bond, Series due _____ No. _____.

Treasurer.

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

[GENERAL FORM OF FULLY REGISTERED BOND]

THE GAS SERVICE COMPANY

FIRST MORTGAGE BOND, _____ % SERIES DUE _____

Due _____

No. _____

THIS 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 _____ or registered assigns, on _____ Dollars (\$ _____) at its office or agency in _____ and _____, to pay interest thereon to the registered owner hereof at _____, at the rate of _____ % per annum from the semi-annual interest payment date next preceding the date of this bond (unless this bond be dated on an interest payment date, in which case from the date hereof; or unless this bond be dated prior to the first interest payment date in respect hereof, in which case from the beginning of the first interest period for bonds of this series; and except that if this bond is delivered on a transfer or exchange of or in substitution for another bond or bonds it shall bear interest from the last preceding date to which interest shall have been paid on the bond or bonds in respect of which this bond is delivered), until the Company's obligation with respect to such principal sum shall be discharged. 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, 1909, made by the Company to The Chase National Bank of the City of New York and Commerce 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 Trustee, and the holders of said bonds and of the coupons appertaining 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 supplemental 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 liens 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 75% 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 75% 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 on 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