

those who from time to time shall hold the bonds and coupons authenticated and delivered hereunder and duly issued by the Company, without preference, priority or distinction as to lien (except as any sinking, amortization, improvement or other fund established in accordance with the provisions of this Indenture or any indenture supplemental thereto may afford additional security for the bonds of any particular series) of any of said bonds over any others thereof by reason of series, priority in the time of the issue or negotiation thereof, or otherwise howsoever, except as provided in § 4.02; it being intended that the lien and security hereby created, of all of the bonds and coupons, shall take effect from the date of the execution and delivery hereof, whether all of the bonds shall actually be sold and disposed of and issued at such date or at some later date, and that the lien and security of this Indenture shall take effect from the date of the execution and delivery hereof, as if all of said bonds were actually sold or delivered to, and in the hands of, innocent holders for value, upon such date, and shall, in no manner, be altered, impaired, or prejudiced by the creation of subsequent deeds or mortgages by the Company, its successors or assigns, or by judgments or liens of any form, in favor of creditors of the Company, whether all of said bonds shall have been issued or not;

Notmen, Howyres, and these presents are upon the condition that if the Company, its successors or assigns, shall pay or cause to be paid unto the holders of said bonds the principal and interest, and premium, if any, to become due in respect thereof at the times and in the manner stipulated therein and herein and shall keep, perform and observe all and singular the covenants and promises in said bonds and in this Indenture expressed to be kept, performed and observed by or on the part of the Company, then this Indenture and the estate and rights hereby granted shall cease, determine and be void, otherwise to be and remain in full force and effect.

It is HEREBY COVENANTED, DECLARED AND AGREED by and between the parties hereto that all bonds and the coupons appertaining thereto are to be issued, authenticated, delivered and held, and that all

contract or otherwise. The terms "controlling" and "controlled" shall have meanings correlative to the foregoing.

(e) The term "person" shall mean an individual, a corporation, a partnership, an association, a joint stock company, a trust, any unincorporated organization or a government or a political subdivision thereof.

(f) The terms "Trustees", "Principal Trustees" and "Missouri Trustee" shall mean, respectively, the Trustees, Principal Trustee and Missouri Trustee under this Indenture for the time being and shall include not only The Chase National Bank of the City of New York and Commerce Trust Company, the parties of the second part hereto, but also their successor or successors in trust hereunder as provided in Article 13; and the term "Trustees" shall also include (except in the granting clauses hereof) any Additional Trustees.

The term "Additional Trustee" or "Additional Trustees" shall mean any separate trustee or any co-trustee or all separate trustees and all co-trustees, as the case may be, appointed pursuant to § 12.26, or their successors for the time being in such trust as may be accepted by them hereunder.

(g) The words "bond", "bondholder" and "holder" shall include the plural as well as the singular number, and the words "bondholder" and "holder" shall include both the bearer of a coupon bond not registered as to principal and the registered owner of a fully registered bond or of a coupon bond registered as to principal; and "registered owner" shall include not only the person in whose name any bond shall be registered, but also the executors, administrators or other legal representatives of such person. The term "bonds" or "bond" shall mean the bonds or one of the bonds issued and to be issued under this Indenture.

(h) The terms "herein", "hereby", "hereunder", "hereof", "hereinafter" and "hereinafter" and other equivalent words shall be held and construed to refer to this Indenture and not solely to the particular Article, Section, or subdivision hereof in which any such word is used.

property subject or to become subject hereto is to be held, subject to the further covenants, conditions, uses and trusts hereinafter set forth, for the benefit of those who shall hold said bonds and the coupons appertaining thereto, or any of them, as follows:

#### ARTICLE 1

##### DEFINITIONS

§ 1.01. The terms hereinafter in this Article 1 defined shall, for all purposes of this Indenture and of any indenture supplemental hereto, and of any certificate, opinion or other document filed with the Trustees or either of them, have the respective meanings herein specified, unless the context otherwise requires. Any term defined in Section 303 of the Trust Indenture Act of 1939 and not otherwise defined in this Indenture shall, unless the context otherwise requires, have the meaning assigned to such term in such Section 303 as in force on the date hereof.

§ 1.02. (a) The term "Company" shall mean and include not only The Gas Service Company, the party of the first part hereto, but also any successor corporation which shall become such in the manner hereinafter in Article 13 prescribed.

The term "corporation" shall also include voluntary associations, joint stock companies, and business trusts of the form commonly known at the date hereof as Massachusetts trusts.

(b) The term "obligor", when used with respect to bonds issued or issuable under this Indenture, shall mean every person who is liable thereon.

(c) The term "affiliate" shall mean any person directly or indirectly controlling or controlled by or under direct or indirect common control with any such obligor. The terms "affiliated" and "affiliation" shall have meanings correlative to the foregoing.

(d) The term "control" shall mean the power to direct the management and policies of a person, directly or through one or more intermediaries, whether through the ownership of voting securities, by

(i) The term "this Indenture" or its equivalent shall be deemed to include and mean, in addition to this instrument dated as of September 1, 1945, each and every instrument which the Company shall enter into with the Trustees pursuant to any requirement or permission herein contained, and which shall be stated to be supplemental to this Indenture.

(j) The terms "lien of this Indenture" and "lien hereof" shall mean the lien created by these presents (including the after-acquired property clauses hereof) and the lien created by any subsequent conveyance or delivery to or pledge with the Trustees hereunder (whether made by the Company or any other corporation or any individual or co-partnership) or otherwise created, effectively constituting any property a part of the security held by the Trustees upon the terms and trusts and subject to the covenants, conditions and uses specified in this Indenture.

(k) The terms "mortgaged property" or "trust estate" shall mean as of any particular time the property which at said time is subject or intended to be subject to the lien of this Indenture.

(l) The term "gas utility system" shall mean a plant or system, including any property used in connection therewith, not constructed or erected by or for the Company, but which prior to the purchase or acquisition thereof by the Company has been used or operated by a person or persons other than the Company in a business similar to the business of the Company and is to be used by the Company in the business of producing, distributing or selling natural or manufactured gas to consumers for domestic, commercial or industrial use.

(m) The term "supplemental Indenture" or "indenture supplemental hereto" shall mean any indenture which may at any time be entered into between the Company and the Trustees in accordance with or pursuant to the provisions of this Indenture.

(n) The term "Trust Indenture Act of 1939" shall mean the Trust Indenture Act of 1939 as in force on the date hereof.