

SAML. GOODWORTH STATIONERY CO. NEW YORK CITY NO. 5214

and liabilities, as a unit, of said corporation. If the corporation of Halsey, Stuart & Co., Inc., and such successors, shall cease to exist, or shall cease to do business, or shall resign as Bankers hereunder by writing filed with the Trustees, then all the powers, rights privileges and duties of the Bankers shall be exercised by and devolve upon the Central Company, provided, however, that with the consent of the Central Company, the Company may, by instrument executed and filed with the Trustees, designate some other person or persons, firm or firms, corporation or corporations to be substituted as Bankers hereunder for Halsey, Stuart & Co., Inc. The Central Company shall incur no liability for any action taken by it in such capacity, save for its gross negligence or wilful default.

SECTION 2.--In view of the fact that Halsey, Stuart & Co., Inc., may become the purchaser and distributor of Bonds to be issued hereunder, and may continue to deal with the Company as if they were not the Bankers, it is agreed by the Company and the Trustees, and each holder of Bonds issued or to be issued hereunder, that they are to be subject to no liability of any kind for whatever they may do or approve, or refrain from doing or approving, or neglect or decline to do or approve hereunder, except for gross negligence or wilful default.

SECTION 3.--The Company agrees from time to time on demand to pay to the Bankers all expenses incurred by them hereunder, together with reasonable compensation for services rendered, and for such expenses and compensation a prior lien is hereby imposed by the Company in favor of the Bankers upon the trust estate.

ARTICLE XVII. MISCELLANEOUS PROVISIONS.

All the covenants, stipulations and agreements in this Indenture contained are and shall be for the sole and exclusive benefit of the parties hereto, their successors and assigns, and of the holders of the Bonds and of the coupons hereby secured and are not and shall not be for the benefit of any other.

Whenever in this Indenture any of the parties hereto is named or referred to, it shall be deemed to include the successors and assigns of such parties, and all the covenants, promises and agreements in this Indenture contained by or on behalf of the Company, or by or on behalf of the Trustees, shall bind and inure to the benefit of their respective successors and assigns, whether so expressed or not, provided, however, that the provisions of this Article shall not be deemed to subject the property of any successor corporation acquired after it shall have become the successor of the Company, unless it shall have expressly agreed that such shall be the case in the manner provided in Article XIV hereof.

This Indenture may be simultaneously executed in any number of counterparts, except that they may differ as to the form of acknowledgments, and all said counterparts executed and delivered, each as an original, shall constitute, but one and the same instrument.

Whenever in this Indenture the term "outstanding" is used, as applied to Bonds authenticated hereunder, it shall be deemed to mean, so long as any Bonds of the 1927 Series are outstanding, all Bonds theretofore authenticated by the Central Company and not retired, and shall include Bonds authenticated by the Central Company and held unissued in the Company's treasury.

By written demand, request, notice, certificate, appointment, approval, waiver, designation, direction, nomination or other similar act to be given, made or executed by the Company under any of the provisions hereof, shall, unless otherwise expressly provided herein be deemed sufficiently given, made or executed if given, made or executed by a writing signed by the president or by a vice-president of the Company under the corporate seal of the Company, duly attested by its secretary or an assistant secretary. Any written demand, request, notice, certificate, appointment, approval, waiver, designation, direction, nomination, or other similar act to be given, made or executed by either Trustee under any of the provisions hereof shall be deemed sufficiently made and executed if made by a writing executed by the president or a vice-president of such Trustee, under the corporate seal of such Trustee, duly attested by its secretary or an assistant secretary. Wherever this Indenture makes provisions for the filing, delivery or giving of a notice, demand, or request to or upon the Company, it shall be sufficiently given and made if mailed in a securely enclosed postpaid envelope addressed "Cities Service Gas Company, 50 Wall Street, New York, N. Y.," or to such other address as may have been filed with the Trustees pursuant to resolution of the Board of Directors of the Company.

Whenever in this Indenture the term "Farm Mortgage" is used, it shall be deemed to be a Mortgage which constitutes a lien upon lands covered by rights of way owned by the Company where such Mortgage secures a debt not in excess of the value of such lands for agricultural purposes solely, without taking into consideration the value of the rights of way in respect of said lands.

IN WITNESS WHEREOF, CITIES SERVICE GAS COMPANY, party of the first part, has caused there presents to be signed in its corporate name by its President or one of its Vice-Presidents, and its corporate seal to be hereunto affixed and the same to be attested by the signatures of its Secretary or one of its Assistant Secretaries, and the due execution of these presents to be acknowledged, and CENTRAL UNION TRUST COMPANY OF NEW YORK and COMMERCE TRUST COMPANY, the parties of the second part, have to signify their acceptance of the trust hereby created, caused these presents to be signed in their respective corporate names by their respective Presidents or one of their respective Vice-Presidents, and their respective corporate seals to be hereunto affixed, and the same to be attested by the signature of their respective Secretaries or one of their respective Assistant Secretaries, and the due execution of these presents to be acknowledged, as of the day and year first above written.

(Seal)

Corp. Seal
Attest:E. E. McWhiney
Secretary.Signed, sealed, executed and delivered)
by Cities Service Company in the)
presence of:

W. A. Entfield

G.B. Widens

(Seal)

Corp seal.

Attest: J.T. Harrigan
Assistant Secretary.Signed, sealed, executed and delivered by
Central Union Trust Company of New York
in the presence of:G. Denhlar
F. Walter

corp seal

Attest: Ralph L. Adams
Assistant Secretary.

CITIES SERVICE GAS COMPANY

By W. Alton Jones
Vice-President.

Central Union Trust Company of New York,

By V.W. Miller
Vice President.

Commerce Trust Company

By A.B. Eisenhower
Vice President.