

## MORTGAGE RECORD 75

demption; thereafter and on or before April 30, 1941, at one hundred one per cent. (101%) of the principal amount thereof and accrued interest to the date of redemption, and thereafter at the principal amount thereof and accrued interest to the date of redemption.

This Bond is also subject to redemption at any time on thirty days' prior notice, in the manner provided in the Supplemental Indenture, through operation of the Sinking Fund or of the Property Replacement Fund, on or before April 30, 1937, at one hundred one per cent. (101%) of the principal amount thereof plus accrued interest to the date of redemption, and thereafter at the principal amount thereof plus accrued interest to the date of redemption.

Interest shall cease to accrue on this Bond if it is called for redemption and payment of the redemption price is duly provided by the Company as specified in the Supplemental Indenture, from and after the date for redemption fixed in the notice thereof.

This Bond is transferable by the registered owner in person or by duly authorized attorney at the office or agency of the Company in the Borough of Manhattan, The City and State of New York upon the surrender and cancellation of this Bond, and thereupon a new registered Bond or Bonds of this Series of like aggregate principal amount, having endorsed thereon the same coupon bond serial numbers as are endorsed hereon, will be issued to the transferee in exchange herefor; or the registered owner of this Bond at his option may surrender the same for cancellation in exchange for a coupon Bond or Bonds of this Series of a like aggregate principal amount, with all unmatured interest coupons attached, which coupon Bond or Bonds may in turn be exchanged for a registered Bond or Bonds; all upon payment of the charges and subject to the terms and conditions set forth in the Original Indenture.

In case an event of default as defined in the Original Indenture or the Supplemental Indenture, shall occur, the principal of this Bond may become, or be declared, due and payable before maturity in the manner and with the effect provided therein.

No recourse shall be had for the payment of any part of this Bond or of the interest hereon or for the satisfaction of any liability arising from, founded upon existing by reason of the issue, purchase or ownership of this Bond, against any incorporator or any past, present or future stockholder, officer or director of the Company, as such, either directly or through the Company, or otherwise, by virtue of any contract, constitution, statute or rule of law or by the enforcement of any assessment or otherwise, all such liability of incorporators, stockholders, directors or officers being released by the registered owner hereof by the acceptance of this Bond and being also waived and released by the terms of the Original Indenture.

This Bond shall not be entitled to any benefit under the Original Indenture or the Supplemental Indenture or become valid or obligatory for any purpose until the certificate endorsed hereon shall have been signed by the Central Hanover Bank and Trust Company, one of the Trustees, or its successor under the Original Indenture.

IN WITNESS WHEREOF, CITIES SERVICE GAS COMPANY has caused this Bond to be signed by its President or a Vice-President, and its corporate seal to be hereunto affixed and attested by its secretary or an assistant secretary, all in The City and State of New York as of the \_\_\_\_\_ day of \_\_\_\_\_, 19\_\_\_\_.

CITIES SERVICE GAS COMPANY,  
BY.....  
Vice-President

Attest:

.....  
Assistant Secretary.

(Form Of Trustee's Certificate)

This is one of the Bonds, of the Series mentioned therein, described in the within-mentioned Original Indenture and Supplemental Indenture.

CENTRAL HANOVER BANK AND TRUST COMPANY,  
as Trustee,

By

Authorized Officer.

Section 3.—So long as any Bonds of the 1928 Series are outstanding, the form and provisions of Bonds of any other series and the terms of the supplemental indenture or indentures respectively providing for the issuance thereof, may differ from the Bonds of the 1928 Series and the provisions hereof applicable to the Bonds of the 1928 Series only in the following respects: (a) name or designation; (b) date; (c) date or dates of maturity; (d) interest rate; (e) weight and fineness of gold coin and currencies domestic or foreign, in which and at fixed or other rates of exchange in which, payable; (f) denominations and numbering; (g) provisions for issuance in coupon or registered form, privileges of registration and of interchange; (h) covenants regarding taxes, assessments or governmental charges, without deduction for which principal and/or interest shall be payable; (i) covenants regarding taxes, assessments or governmental charges in respect of which the bondholder is to be reimbursed; (j) provisions regarding right of redemption, redemption premium and method of redemption; (k) conversion privileges or rights in other securities contained therein or in warrants attached thereto; (l) authorized maximum or unlimited amount of series; (m) place or places where payable; (n) covenants regarding sinking or other funds and their disbursement; (o) provisions for default and remedies and rights thereunder; (p) provisions for security, releases of property, issuance of bonds and earnings restrictions; (q) provisions for reports or statements to be made or filed; (r) covenants concerning pledged stock and conduct of business of Company or subsidiaries and (s) covenants concerning possession of trust estate; provided, however, that so long as any Bonds of the 1928 series shall be outstanding, Bonds of other series or the supplemental indenture or indentures providing for the issuance thereof shall not contain any provisions of the nature enumerated in Clauses (o), (p), (q), (r) and (s) different from those contained in the Original Indenture or this Supplemental Indenture unless such provisions shall, by their terms become effective only after the retirement of all the Bonds of the 1928 Series; nor shall they contain any provisions entitling the holder of any Bond of such other series to the payment of more than the principal amount thereof and accrued interest to the date of payment at the due date or upon maturity by reason of default; nor shall any other series have a maturity within one year prior to May 1, 1942; but they may contain covenants, the breach of which might (under circumstances therein to be stated) be an event of default, in addition to the covenants herein and in the Original Indenture contained.

Section 4.—The holder of any coupon Bond of the 1928 Series may have the ownership thereof registered on the books for the registration and transfer of Bonds kept by the Company at its office or agency in the Borough of Manhattan, City and State of New York mentioned in Section 7 of Article I of the Original Indenture, and such registration noted on the Bond.

Whenever any coupon Bond or Bonds of the 1928 Series aggregating in principal amount \$1,000 or a multiple thereof, with all unmatured coupons thereunto belonging shall be surrendered at said office or