

mental indenture dated as of April 15, 1945" appearing therein shall hereafter read as "Sinking Fund Cash as defined in §9 of the supplemental indenture dated as of April 15, 1945 or Sinking Fund Cash as defined in §8 of the supplemental indenture dated as of January 15, 1948".

§17. The provisions of Sections 83, 84 and 85 of Article Nine of the Original Indenture as amended and §78A of Article XVIII of the First Supplemental Indenture, which are expressly stated to be effective so long as any Bonds of 1963 Series are outstanding, shall and the same hereby are amended so that hereafter such sections shall also be effective so long as any Bonds of 1968 Series are outstanding; accordingly, wherever the phrase "so long as any Bonds of 1963 Series shall be outstanding" shall appear in said sections such phrase is hereby amended so that hereafter it shall read as follows: "so long as any Bonds of 1963 Series or Bonds of 1968 Series shall be outstanding". In addition thereto the obligation of the Company under §78A of the First Supplemental Indenture to enter into contracts for a period of years ending not earlier than April 15, 1965 be and the same hereby is amended so that so long as any Bonds of 1968 Series shall be outstanding such obligation shall extend to January 15, 1968 and for that purpose there shall be added after the dates "April 15, 1965" appearing in said §78A: "or January 15, 1968 in the event any Bonds of 1968 Series are outstanding".

§18. That part of the first paragraph of Section 157 of Article Seventeen of the Original Indenture as amended which precedes Paragraph A of said Section 157 is hereby further amended so that it shall hereafter read as follows:

"SECTION 157. Subject to the provisions of Sections 156 and 160, any modification or alteration of this Indenture and/or of any indenture supplemental hereto and/or of the rights and obligations of the

Company and/or of the holders of Bonds and coupons issued hereunder in any particular may be made at a meeting of Bondholders duly convened and held in accordance with the provisions of this Article, but only by resolution duly adopted by the affirmative vote of the holders of 75% or more in principal amount of the Bonds (including 75% or more in principal amount of the Bonds of 1963 Series and 75% or more in principal amount of the Bonds of 1968 Series) entitled to vote at such meeting outstanding at the time such meeting is held, and approved by a Resolution of the Board as hereinafter specified; provided, however, that no such modification or alteration shall, without the consent of the holder of any Bond issued hereunder affected thereby, permit".

ARTICLE VI.

ADDITIONAL PROVISIONS.

§19. The amount of obligations presently to be issued under the Indenture is \$20,000,000 principal amount of First Mortgage Pipeline Bonds, 3 1/2% Series due 1968, and said amount, together with \$36,800,000 principal amount of First Mortgage Pipeline Bonds, 2 7/8% Series due 1963, which are now outstanding under the Indenture, constitute the entire amount of Bonds to be presently secured by the Indenture.

§20. The Company hereby does and will forever warrant and defend the title to the property described in this Supplemental Indenture against the claims and demands of all persons whomsoever. At the time of the executing and delivery of this Supplemental Indenture, the Company, is well seized and possessed of the real property described in this Supplemental Indenture, subject to no mortgage, lien, charge or encumbrance, except as hereinabove recited, and has full power and lawful authority to grant, bargain, sell, convey, assign and mortgage the said property in the

manner and form aforesaid. The Company lawfully owns and is possessed of the personal property described in this Supplemental Indenture, subject to no mortgage, pledge, lien, charge or encumbrance, and has full power and lawful authority to mortgage, assign and transfer said personal property in the manner and form aforesaid.

§21. Except as modified by this Supplemental Indenture, all covenants, terms and provisions of the Original Indenture as amended shall continue in full force and effect.

§22. The Trustees hereby accept the trusts hereby declared and provided and agree to perform the same upon the terms and conditions in the Original Indenture set forth and upon the following terms and conditions:

The Trustees shall not be responsible in any manner whatsoever for or in respect of the validity or sufficiency of this Supplemental Indenture or the due execution hereof by the Company or for or in respect of the recitals of fact contained herein, all of which recitals are made by the Company solely. In general, each and every term and condition contained in Article Fourteen of the Original Indenture as amended shall apply to this Supplemental Indenture with the same force and effect as if the same were herein set forth in full, with such omissions, variations and modifications thereof as may be appropriate to make the same conform to this Supplemental Indenture.

§23. This Supplemental Indenture may be simultaneously executed in any number of counterparts, each of which when so executed shall be deemed to be an original, and such counterparts shall together constitute but one and the same instrument.

IN WITNESS WHEREOF, CITIZEN SERVICE GAS COMPANY has caused this Supplemental Indenture to be signed in its corporate name by its President or a Vice President and its corporate seal to be hereunto affixed and attested by its