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R.L. 3474

CITIES SERVICE GAS COMPANY  
TO  
CENTRAL HANOVER BANK AND TRUST COMPANY  
AND  
COMMERCE TRUST COMPANY,  
AS TRUSTEES.

**Fourth Supplemental Indenture**

Dated as of May 1, 1951

First Mortgage Pipeline Bonds, 3 1/4% Series due 1971

(Supplemental to Indenture of Mortgage and Deed of Trust  
dated as of December 1, 1938)

**SUPPLEMENTAL INDENTURE**, dated as of May 1, 1951, between Cities Service Gas Company, a corporation of the State of Delaware (hereinafter called the "Company"), party of the first part, and Central Hanover Bank and Trust Company, a corporation of the State of New York and having its principal place of business in The City of New York (hereinafter called the "New York Trustee") and Commerce Trust Company, a corporation of the State of Missouri and having its principal place of business in Kansas City, Missouri (hereinafter called the "Missouri Trustee"), the New York Trustee and the Missouri Trustee being hereinafter collectively called the "Trustees", parties of the second part:

WHEREAS the Company heretofore executed and delivered its Indenture of Mortgage and Deed of Trust, dated as of December 1, 1938 (hereinafter called the "Original Indenture"), to the Trustees, to secure its First Mortgage Pipeline Bonds (hereinafter called the "Bonds") from time to time issued thereunder; and

WHEREAS the Company heretofore executed and delivered to the Trustees an indenture, dated as of April 15, 1945, supplemental to the Original Indenture (hereinafter called the "First Supplemental Indenture") for the purpose of creating a new series of the Bonds designated as "First Mortgage Pipeline Bonds, 2 1/2% Series due 1963" (hereinafter called the "Bonds of 1963 Series"); and of adding to and amending certain provisions of the Original Indenture; and

WHEREAS the Company heretofore executed and delivered to the Trustees an indenture, dated as of January 15, 1945, supplemental to the Original Indenture (hereinafter called the "Second Supplemental Indenture") for the purpose of creating a new series of the Bonds designated as "First Mortgage Pipeline Bonds, 3 1/4% Series due 1968" (hereinafter called the "Bonds of 1968 Series"); and of adding to and amending certain provisions of the Original Indenture; and

WHEREAS the Company heretofore executed and delivered to the Trustees an indenture, dated as of October 31, 1949, supplemental to the Original Indenture (hereinafter called the "Third Supplemental Indenture") for the purpose of subjecting certain additional property of the Company to the lien hereof (the Original Indenture, First Supplemental Indenture, Second Supplemental Indenture and Third Supplemental Indenture, are herein collectively called the "Original Indenture as amended"); and

WHEREAS Section 6 of the Original Indenture as amended provides that the Bonds of each series (other than the Bonds of 1963 Series and Bonds of 1968 Series, as to which specific provision is respectively made in Article III of the First Supplemental Indenture and in Article II of the Second Supplemental Indenture), shall bear such date or dates, shall be payable at such place or places, shall mature on such date or dates, shall bear interest at such rate payable in such installments and on such dates, and may be redeemable before maturity at such price or prices and upon such terms and conditions, as shall be fixed and determined by the Board of Directors of the Company, and as shall be appropriately expressed in the Bonds of such series; and

WHEREAS the Company in the exercise of the powers and authority conferred upon and reserved to it under the provisions of the Original Indenture as amended, and pursuant to appropriate resolutions of its Board of Directors and of its stockholders, has duly resolved and determined to make, execute and deliver to the Trustees a Supplemental Indenture in the form hereof for the purposes herein provided, and has authorized the issue of its First Mortgage Pipeline Bonds, 3 1/4% Series due 1971 (hereinafter called the "Bonds of 1971 Series") in an aggregate principal amount not to exceed Twelve Million Dollars (\$12,000,000), due May 1, 1971, and otherwise to be as in the Supplemental Indenture provided; and

WHEREAS the Company desires, prior to the issue of the Bonds of 1971 Series, to amend certain provisions of, and to add new provisions

to, the Original Indenture as amended, to the extent hereinafter set forth; and

WHEREAS the Original Indenture as amended, contains a covenant that at any not-all times, the Company will do, execute, acknowledge and deliver or will cause to be done, executed, acknowledged and delivered, all and every such further acts, deeds, transfers and assurances for the better securing, conveying and confirming unto the Trustees all and singular the property thereby conveyed or intended so to be, as the New York Trustee shall reasonably require for better accomplishing the provisions and purposes of said Original Indenture as amended, and for securing payment of the principal of and interest on the Bonds issued thereunder; and the Company has acquired since the execution and delivery of the Original Indenture and the indentures supplemental thereto additional property included in the property hereinafter described, and the Company desires, and the New York Trustee requests, that such additional property so acquired be conveyed to the Trustees; and

WHEREAS the Company represents that all acts and proceedings required by law and by the charter and by-laws of the Company, including all action requisite on the part of its stockholders, directors and officers, necessary to make the Bonds, when executed by the Company, authenticated and delivered by the New York Trustee and duly issued, the valid, binding and legal obligations of the Company, and to constitute the Original Indenture as amended and this Supplemental Indenture valid, binding and legal instruments for the security of the Bonds, in accordance with the terms of the Bonds and of such instruments, have been done, performed and fulfilled, and the execution and delivery hereof have been in full respect duly authorized;

NOW, THEREFORE, THIS SUPPLEMENTAL INDENTURE WITNESSETH that in order to secure the payment of the principal of and interest on all Bonds at any time outstanding under the Indenture (the term "Indenture" being used in this Supplemental Indenture as defined in it hereof)