

In addition, the following definitions shall apply to the terms employed in the Original Indenture as amended and in this Supplemental Indenture, wherever such terms are so employed, respectively, unless the context clearly indicates some other meaning to be intended:

(a) The terms "Indenture", "the Indenture" and "this Indenture" shall mean and include the Original Indenture, the First Supplemental Indenture, the Second Supplemental Indenture, the Third Supplemental Indenture and this Supplemental Indenture and any other indentures supplemental to the Original Indenture;

(b) The words "herein", "hereof", "hereto", "hereby", "hereunder", "hereinafter", "hereafter" and "hereinafter" and other equivalent words, appearing in this Supplemental Indenture refer to this Supplemental Indenture and not to any particular Article, Section or other subdivision of this Supplemental Indenture. If, however, any of such words shall appear in the text of any Article, Section or other subdivision of the Indenture (as that word is defined in (a) immediately preceding), whether the text of such Article, Section or other subdivision stands as set forth in the Original Indenture as amended by any prior supplemental Indenture or this Supplemental Indenture, or whether said Article, Section or other subdivision has been amended by any prior supplemental Indenture or this Supplemental Indenture, then and in every such case said words shall refer to the Indenture and not merely to this Supplemental Indenture nor to any particular Article, Section or other subdivision of the Indenture; and the definition of said words contained in Paragraph 14 of Section 1 of the Original Indenture as amended is hereby further amended accordingly.

(c) The terms "the Supplemental Indenture" and "this Supplemental Indenture" appearing herein refer to this Supplemental Indenture dated as of May 1, 1971.

(d) Wherever in the Original Indenture as amended or in this Supplemental Indenture reference is made to "Sections" or "Articles", such reference shall be deemed to refer to said

Sections or Articles of the Original Indenture as amended either as they stand unamended or as they have been amended, as the case may be.

(e) The term "date of this Supplemental Indenture" refers to the date of this Supplemental Indenture, to wit, May 1, 1971.

ARTICLE II

Description of Bonds of 1971 Series

§2. A new series of Bonds to be issued under and secured by the Indenture is hereby created to be designated "First Mortgage Pipeline Bonds, 3 1/2% Series due 1971" of the Company. The amount of Bonds of 1971 Series which may be executed by the Company and which may be authenticated by the New York Trustee is limited to an aggregate principal amount of Twelve Million Dollars (\$12,000,000) exclusive of Bonds authenticated and delivered upon denominational or other exchanges or transfers and Bonds authenticated and delivered pursuant to Section 14 of the Original Indenture.

All coupon Bonds of 1971 Series shall be dated May 1, 1971, which date shall be the date of the commencement of the first interest period for all Bonds of 1971 Series, and all registered Bonds of 1971 Series without coupons shall be dated as of the interest date next preceding the date on which the same shall be authenticated by the New York Trustee, or, if such date of authentication shall be an interest date, such Bonds of 1971 Series shall be dated as of such interest date, or, if such date of authentication shall be a date prior to November 1, 1971, such Bonds of 1971 Series shall be dated as of May 1, 1971 (except that, if at the time of authentication of any registered Bond of 1971 Series without coupons, interest is in default on outstanding Bonds of 1971 Series, such Bond of 1971 Series shall be dated as of the interest date for Bonds of 1971 Series to which interest has previously been paid or made available for payment on outstanding Bonds of 1971 Series). All Bonds of 1971 Series shall bear interest at the rate of three and one-quarter per centum (3 1/4%) per annum from their respective dates until their maturity, pay-

able semi-annually on the first day of May and the first day of November, beginning with November 1, 1971. Bonds of 1971 Series shall be payable as to principal and interest in any coin or currency of the United States of America which at the time of payment shall be legal tender for public and private debts, and both principal and interest thereof shall be payable at the office or agency of the Company in the Borough of Manhattan, The City of New York.

§3. The Bonds of 1971 Series shall be coupon Bonds registerable as to principal, of the denomination of \$1,000, and registered Bonds without coupons of the denominations of \$1,000 and any multiple of \$1,000, and of any other denominations authorized by a Resolution of the Board delivered to the New York Trustee, and of such respective amounts of each of said kinds and denominations as may be executed by the Company and delivered to the New York Trustee for authentication and delivery.

The definitive Bonds of 1971 Series may be issued in the first instance in the form of Bonds printed on steel engraved borders; the Company will cause engraved Bonds to be prepared with all convenient speed at any time upon and after demand of any holder of Bonds of 1971 Series printed on steel engraved borders; such engraved Bonds to be in such authorized denominations, and in coupon or registered form or partly in one and partly in the other of such forms, as may be specified in such demand; and after preparation of engraved Bonds as aforesaid and upon surrender for exchange of any such Bond printed on steel engraved border, the Company shall execute and the New York Trustee shall authenticate and deliver in exchange therefor an engraved Bond or Bonds of said series and for the same aggregate principal amount as the Bonds so surrendered, all without charge to the holder. Subject to the foregoing provisions of this paragraph and to the provisions of Section 13 of the Original Indenture, all definitive Bonds of said series shall be fully interchangeable for other Bonds of said series, and, upon surrender to the New York Trustee at its principal office, shall be exchangeable for other Bonds of said

series of a different kind and/or denomination or denominations, as requested by the holder surrendering the same. The Company will execute, and the New York Trustee shall authenticate and deliver, coupon Bonds and/or registered Bonds without coupons, whenever the same shall be required for any such exchange.

§4. Bonds of 1971 Series for the aggregate principal amount of Twelve Million Dollars (\$12,000,000) may forthwith upon the execution and delivery of this Supplemental Indenture, or from time to time thereafter, be executed by the Company and delivered to the New York Trustee, and, upon compliance with the provisions of the Original Indenture as amended, shall thereupon be authenticated and delivered by the New York Trustee upon the Written Order of the Company, without awaiting the recordation, registration or filing of this Supplemental Indenture.

§5. The definitive Bonds of 1971 Series and the coupons attached thereto, the definitive registered Bonds of 1971 Series without coupons, and the certificate of authentication of the New York Trustee to be executed thereon shall be substantially in the following forms respectively:

[FORM OF COUPON BOND]

No. \$1,000.00

CITIES SERVICE GAS COMPANY

FIRST MORTGAGE PIPELINE BOND

3 1/2% SERIES DUE 1971

DUE MAY 1, 1971

CITIES SERVICE GAS COMPANY (hereinafter called the "Company"), a corporation of the State of Delaware, for value received, hereby promises to pay to bearer, or, if this Bond be registered, to the registered owner hereof, on the 1st day of May, 1971, at the office or agency of the Company in the Borough of Manhattan, The City of New York,