

CORPORATION SERVICE COMPANY

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Exhibit J

Matter# NOT PROVIDED**Order#** 311148-2**Project Id :****Order Date** 04/12/2005**Additional Reference :** NOT PROVIDED**Entity Name :** PIVOTAL UTILITY HOLDINGS, INC.**Jurisdiction :** NJ-State of New Jersey**Request for :** Certified/Plain Copies
Document Type : All Documents on File**Result :** Document Retrieved**Comments :** New Jersey included a Certificate Relative to a Certificate of Amendment filed July 12, 1984. The actual copy is missing from their records.

Ordered by MS. JAN EZELL at ALSTON & BIRD, L.L.P.

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Ynes Bruno
ybruno@cscinfo.com

The responsibility for verification of the files and determination of the information therein lies with the filing officer; we accept no liability for errors or omissions.

Exhibit 1

STATE OF NEW JERSEY
DEPARTMENT OF TREASURY
FILING CERTIFICATION (CERTIFIED COPY)

PIVOTAL UTILITY HOLDINGS, INC.

*I, the Treasurer of the State of New Jersey,
do hereby certify, that the above named business
did file and record in this department the below
listed document(s) and that the foregoing is a
true copy of the
Certificate Of Incorporation
Amendments
Name Changes
Corrections
And Restated
as the same is taken from and compared with the
original(s) filed in this office on the date set
forth on each instrument and now remaining on file
and of record in my office.*

IN TESTIMONY WHEREOF, I have
hereunto set my hand and
affixed my Official Seal
at Trenton, this
13th day of April, 2005



A handwritten signature in cursive script, appearing to read "John E. McCormac".

John E McCormac, CPA
State Treasurer

CERTIFICATE OF INCORPORATION

Exhibit J

OF

NATIONAL UTILITIES & INDUSTRIES CORPORATION

To: The Secretary of State
State of New Jersey

THE UNDERSIGNED, of the age of twenty-one years or over, for the purpose of forming a corporation pursuant to the provisions of Title 14A, Corporations, General, of the New Jersey Statutes, do hereby execute the following Certificate of Incorporation:

FIRST: The name of the corporation is National Utilities & Industries Corporation.

SECOND: The purpose or purposes for which the corporation is organized are the purposes for which corporations may be organized under the provisions of Title 14A, Corporations, General, of the New Jersey Statutes, the New Jersey Business Corporation Act, and the corporation may engage in any activity within the purposes for which corporations may be organized under said Act.

THIRD: The aggregate number of shares which the corporation shall have authority to issue is 5,000,000 shares of common stock of the par value of \$10 each.

FOURTH: The address of the corporation's initial registered office is One Elizabethtown Plaza, Elizabeth, New Jersey 07202, and the name of the corporation's initial registered agent at such address is Joseph Coughlin.

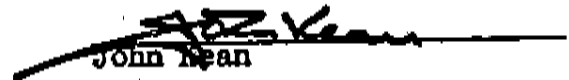
FIFTH: The number of directors constituting the initial board of directors shall be three and the names and addresses of the directors are as follows:

Names	Addresses
John Kean	One Elizabethtown Plaza, Elizabeth, N.J. 07202
John R. Sailer	47 West Grand Street, Elizabeth, N.J. 07202
Walter C. Money	One Elizabethtown Plaza, Elizabeth, N.J. 07202

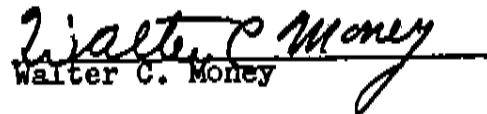
SIXTH: The names and addresses of the incorporators ^{Exhibit J} are as follows:

Names	Addresses
John Kean	One Elizabethtown Plaza, Elizabeth, N.J. 07202
John R. Sailer	47 West Grand Street, Elizabeth, N.J. 07202
Walter C. Money	One Elizabethtown Plaza, Elizabeth, N.J. 07202

IN WITNESS WHEREOF, the undersigned, the incorporators of the above named corporation has hereunto signed this Certificate of Incorporation on the 28th day of January, 1969.


John Kean


John R. Sailer


Walter C. Money

S110913

CERTIFICATE OF INCORPORATION
OF
NATIONAL UTILITIES &
INDUSTRIES CORPORATION

FILED AND RECORDED
JAN 29 1969

Robert J. Smith
SECRETARY OF STATE

LICENSE FEE	\$1000--
FILING FEE	25--
RECORDING	3--
(3) CERTIFYING COPY	15--
SEC. OF STATE	\$1043.00

J.H.C.

SAILER & FLEMING
Counselors at Law
47 West Grand Street
Elizabeth, N.J. 07202

4 2 04 42

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) 3 1 1

CERTIFICATE OF AMENDMENT TO THE
CERTIFICATE OF INCORPORATION OF
NATIONAL UTILITIES & INDUSTRIES CORPORATION

To: The Secretary of State
State of New Jersey

Pursuant to the provisions of Section 14A:9-2(4) and Section 14A:9-4(3), Corporations, General, of the New Jersey Statutes, the undersigned corporation executes the following Certificate of Amendment to its Certificate of Incorporation:

1. The name of the corporation is National Utilities & Industries Corporation.

2. The following amendment to the Certificate of Incorporation was approved by the directors and thereafter duly adopted by the shareholders of the corporation on the 10th day of April, 1969:

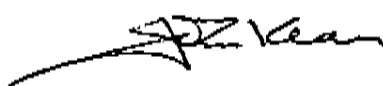
Resolved, that the Certificate of Incorporation be amended to add a SEVENTH clause and to read as follows:

"SEVENTH: The number of affirmative votes of the holders of shares of common stock having voting power that shall be necessary to, (1) amend the certificate of incorporation, (2) sell, lease, exchange or other disposition of all, or substantially all, the assets of the corporation, not in the usual and regular course of its business as conducted by such corporation, (3) consolidate or merge with or into any other corporation or corporations in accordance with any proposed plan of merger or consolidation, or (4) dissolve the business of the corporation, shall be by two-thirds of the votes cast at any meeting of shareholders at which quorum is present."

3 5 1 1 1 3 1 2


3. The number of shares outstanding at the time of the adoption of the amendment was 26. The total number of shares entitled to vote thereon was 26.

4. The undersigned, being the only shareholder of National Utilities & Industries Corporation, consents and authorizes the foregoing amendment without a meeting of shareholders pursuant to the provisions of Section 14A:5-6(1), Corporations, General, of the New Jersey Statutes.

<u>Name of Shareholder</u>	<u>Signature of Shareholder</u>	<u>Number of Shares Owned</u>
John Kean		26

Dated this 10th day of April, 1969

NATIONAL UTILITIES & INDUSTRIES CORPORATION

BY: 
John Kean, President

8118913

CERTIFICATE OF AMENDMENT

TO THE

CERTIFICATE OF INCORPORATION

OF

NATIONAL UTILITIES & INDUSTRIES CORPORATION

FILED AND RECORDED

APR 16 1969

Robert J. Burtland
SECRETARY OF STATE

LICENSE FEE

500.00

FILING FEE

20.00

RECORDING

3.00

CERTIFYING COPY

30.00

SEC. OF STATE

2.00

\$55.00

JK

SAILER & FLEMING
47 West Grand Street
Elizabeth, N.J. 07202

7 28116

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CERTIFICATE

Exhibit J

OF

NATIONAL UTILITIES & INDUSTRIES CORPORATION

CERT AS TO
ACQUISITION OF
SHARES OF
DOMESTIC CORP

Pursuant to Paragraph 14A:10-9(3)(a) of the New Jersey Statutes

To: The Secretary of State,
State of New Jersey

Pursuant to the provisions of paragraph 14A:10-9(3)(a),
Corporations, General, of the New Jersey Statutes, the undersigned
corporation executes the following certificate:

1. On April 24, 1969, the undersigned corporation
submitted by first-class mail to all holders of shares of common
stock of Elizabethtown Gas Company a written offer to exchange
shares of the undersigned corporation's common stock for the
1,040,197 outstanding shares of common stock of Elizabethtown
Gas Company on the basis of two shares of the undersigned for
each share of Elizabethtown Gas Company. Such written offer
was made by means of a prospectus of the undersigned, dated
April 22, 1969, which specified the shares to which the offer
relates, prescribed the terms and conditions of such offer, in-
cluding the method of acceptance thereof and the manner of ex-
changing such shares, and contained a statement summarizing the
rights of such shareholders as provided in paragraph 14A:10-9(3)(b).

2. Within 120 days after the date of such mailing, such
offer was accepted by the holders of not less than 90% of the
shares of common stock of Elizabethtown Gas Company (no shares of
Elizabethtown Gas Company having been held at the date of mailing
by, or by a nominee for, the undersigned corporation or any sub-
sidiary thereof).

Dated this 16th day of June, 1969

NATIONAL UTILITIES & INDUSTRIES CORPORATION

By: John Kean
(John Kean) President

Exhibit J

8110913

CERTIFICATE

OF

NATIONAL UTILITIES & INDUSTRIES

CORPORATION

FILED AND RECORDED

JUN 16 1969

Robert J. Ballantyne
SECRETARY OF STATE

LICENSE FEE	<u>NONE</u>
FILING FEE	<u>2.500</u>
RECORDING	<u>2.00</u>
CERTIFYING COPY	<u>15.00</u>
SEC. OF STATE	<u>42.00</u>

SAILER & FLEMING
47 West Grand Street
Elizabeth, New Jersey 07202

MS

4 3 44 35

9

CERTIFICATE OF AMENDMENT
TO THE CERTIFICATE OF INCORPORATION OF
NATIONAL UTILITIES & INDUSTRIES

TO: Secretary of State
State of New Jersey

Pursuant to the provisions of N.J.S. 14a:9-2(4) and 14a:9-4(3) of the New Jersey Business Corporation Act, the undersigned corporation executes the following Certificate of Amendment to its Certificate of Incorporation.

1. The name of the corporation is National Utilities & Industries Corporation.

2. The following Amendments to the Certificate of Incorporation were approved by the Directors and thereafter duly adopted by the shareholders of the corporation on the date hereof.

"FIRST: The name of the corporation is NUI Corporation".

2(a). The total number of shares entitled to vote thereon was 2,182,000.

2(b). The number of shares voting for and against such amendment is as follows:

<u>Number of Shares Voting For Amendment</u>	<u>Number of Shares Voting Against Amendment</u>
1,717,651	31,721

"THIRD: The aggregate number of shares which the corporation shall have authority to issue is 5,000,000 shares of common stock of the par value of \$10 each and 5,000,000 shares of preferred stock which shall be issued with par value or with no par value.

At all times, each holder of common stock of the corporation shall be entitled to one vote for each share of such which is registered in the name of such holder on the books of the corporation.

The board of directors shall be empowered to issue all or in any part of such preferred stock for such consideration as may be fixed from time to time by the board of directors; provided, however, that each class and series of such preferred stock shall be designated so as to distinguish its shares from those of every other class and series. The board of directors shall have the authority to divide the authorized preferred stock of the corporation into classes and into series within any class or classes and to determine the designation, the number of shares, and the relative voting, dividends, preferences, participating, optional, conversion and other special rights, qualifications, limitations and restrictions of any such class or series. In particular, and without limitation upon the general authority granted, the board of directors shall have the authority to increase the number of shares of any class or series up to the limit of the total authorized preferred stock, whether or not the board of directors previously designated such class or series or the number of shares thereof and, with respect to any class or series which the board of directors previously determined, to decrease the number of shares to a number not less than that of the shares thereof then outstanding. Upon any such decrease or withdrawal, the affected shares shall continue to be part of the authorized preferred stock of the corporation and shall have such designation and such relative rights, dividends, preferences and limitations as they had before the board of directors first acted to include them in such class or series. The board of directors shall have the authority to change the designation or number of shares, or the relative preferences, participating, optional, conversion and other special rights, qualifications limitations and dividends of the shares of any established class or series of shares of preferred stock which has been issued."

2(c). The total number of shares entitled to vote thereon was 2,182,000.

If the shares of any class or series are entitled to vote thereon as a class, set forth below the designation and number of outstanding shares entitled to vote thereon of each such class or series. (Omit if not applicable.)

2(d). The number of shares voting for and against such amendment is as follows: (If the shares of any class or series are entitled to vote as a class, set forth

the number of shares of each such class and series voting for and against the amendment, respectively.)

Number of Shares
Voting For Amendment

Number of Shares
Voting Against Amendment

1,673,560


49,068

3. These amendments to the Certificate of Incorporation shall be effective as of April 4, 1983.

NUI CORPORATION, formerly
NATIONAL UTILITIES & INDUSTRIES
CORPORATION

DATED: March 8, 1983

BY:


John Kean
President

UNANIMOUS CONSENT OF DIRECTORS OF
NUI CORPORATION IN LIEU OF MEETING
OF DIRECTORS PURSUANT TO N.J.S.
14A:6-7(2)

The undersigned being all the Directors of NUI Corporation,
consent to and authorize adoption of the following resolution:

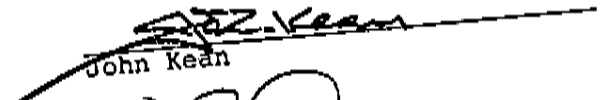
RESOLVED, that the Certificate of Incorporation of NUI
Corporation, a New Jersey corporation be and hereby is amended
to read as herein set forth in full:

"FIRST: The name of the corporation shall be National
Utilities & Industries Corporation."

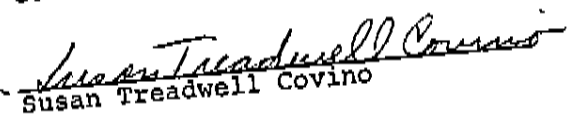
FURTHER RESOLVED, that the proposed Amendment to the Certifi-
cate of Incorporation be submitted to Elizabethtown Gas Company,
as the company's sole stockholder for its approval and adoption
pursuant to its written consent.

DATED: March 8, 1983

BOARD OF DIRECTORS
NATIONAL UTILITIES & INDUSTRIES
CORPORATION, formerly
NUI CORPORATION


John Kean


C. R. Carver


Susan Treadwell Covino

CONSENT TO USE OF CORPORATE NAME

BY

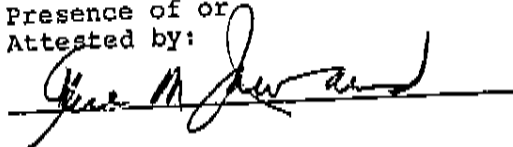
NUI CORPORATION

TO NATIONAL UTILITIES & INDUSTRIES CORPORATION

NUI Corporation, a corporation duly organized under the laws of the State of New Jersey, pursuant to N.J.S. 14A:2-2(1)(b) of the New Jersey Business Corporation Act hereby consents to the use of the name NUI Corporation by National Utilities & Industries Corporation, an existing corporation amending its corporate name and hereby requests that the Secretary of State accept for recording and filing the Amendment to the Certificate of said corporation setting forth its name as above.

DATED: March 8, 1983

Signed, Sealed and
Delivered in the
Presence of or
Attested by:



NUI CORPORATION

BY: Susan Treadwell Covino
Susan Treadwell Covino
President

FILED

MAR 30 1983

JANE BURGIO
Secretary of State

RECEIVED
COMMERCIAL RECORDING
MAR 30 1983
STATE OF NEW YORK

CERTIFICATE OF CORRECTION

OF

NUI CORPORATION

(TO BE USED BY DOMESTIC AND FOREIGN CORPORATIONS)

TO: Secretary of State
State of New Jersey

The Undersigned, hereby submits for filing, a Certificate of Correction, executed in behalf of the above named Corporation, pursuant to the provisions of Section 14A:1-6(5) Corporations, General, of the New Jersey Statutes.

1. The Certificate to be corrected is:

<u>Certificate of Amendment</u>	<u>March 30, 1983</u>
(Type of Certificate)	(Date Filed)

2. The inaccuracy in the Certificate is the omission of the word "stock" in the second paragraph of the Third Article. The omission of a punctuation mark and a grammatical error in verb usage is also inaccurate in the last sentence of the third paragraph of said Article.

(Indicate the inaccuracy or defect)

3. The Third Article as corrected hereby reads as follows:

"THIRD: The aggregate number of shares which the corporation shall have authority to issue is 5,000,000 shares of common stock of the par value of \$10 each and 5,000,000 shares of preferred stock which shall be issued with par value or with no par value.

At all times, each holder of common stock of the corporation shall be entitled to one vote for each share of such stock which is registered in the name of such holder on the books of the corporation.

The board of directors shall be empowered to issue all or in any part of such preferred stock for such consideration as may be fixed from time to time by the board of directors; provided, however, that each class and series of such preferred stock shall be designated so as to

distinguish its shares from those of every other class and series. The board of directors shall have the authority to divide the authorized preferred stock of the corporation into classes and into series within any class or classes and to determine the designation, the number of shares, and the relative voting, dividends, preferences, participating, optional, conversion and other special rights, qualifications, limitations and restrictions of any such class or series. In particular, and without limitation upon the general authority granted, the board of directors shall have the authority to increase the number of shares of any class or series up to the limit of the total authorized preferred stock, whether or not the board of directors previously designated such class or series or the number of shares thereof and, with respect to any class or series which the board of directors previously determined, to decrease the number of shares to a number not less than that of the shares thereof then outstanding. Upon any such decrease or withdrawal, the affected shares shall continue to be part of the authorized preferred stock of the corporation and shall have such designation and such relative rights, dividends, preferences and limitations as they had before the board of directors first acted to include them in such class or series. The board of directors shall have the authority to change the designation or number of shares, or the relative preferences, participating, optional, conversion and other special rights, qualifications, limitations and dividends of the shares of any established class or series of shares of preferred stock which have been issued."

2(c). The total number of shares entitled to vote thereon was 2,182,000.

If the shares of any class or series are entitled to vote thereon as a class, set forth below the designation and number of outstanding shares entitled to vote thereon of each such class or series. (Omit if not applicable.)

2(d). The number of shares voting for and against such amendment is as follows: (If the shares of any class or series are entitled to vote as a class, set forth the number of shares of each such class and series voting for and against the amendment, respectively.)

<u>Number of Shares Voting For Amendment</u>	<u>Number of Shares Voting Against Amendment</u>
1,673,560	49,068

Dated this 27th day of April, 1983.

NUI Corporation
(Corporate Name)

BY: *John Kean* *
(Signature)

John Kean, President
(Type or Print Name and Title)

* May be executed by the Chairman of the Board, or the President or the Vice-President.

DEPARTMENT OF STATE
1983 APR 27 PM 4 20
COMMERCIAL RECORDING
BUREAU

511093

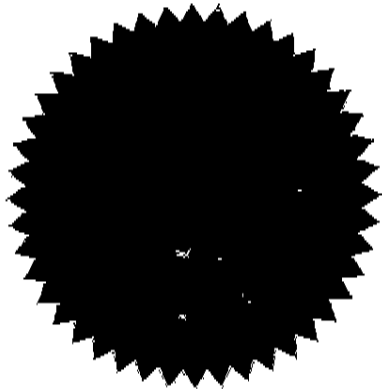
FILED
APR 27 1983
JANE BURGIO
Secretary of State

STATE OF NEW JERSEY
DEPARTMENT OF TREASURY
CERTIFICATE RELATIVE TO CORPORATE FILING

PIVOTAL UTILITY HOLDINGS, INC.

I, the Treasurer of the State of New Jersey, do hereby certify that the above named business did on July 12, 1984, file and record in this department a certificate of Amendment as by the statutes of this state required.

IN TESTIMONY WHEREOF, I have
hereunto set my hand and
affixed my Official Seal
at Trenton, this
15th day of April, 2005



John E McCormac, CPA
Treasurer

Exhibit J
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FILED

CERTIFICATE
OF
NUI CORPORATION

MAR 27 1987

JANE BURGIO
Secretary of State
0354966

Pursuant to the provisions of N.J.S. 14A:7-15.1 of the New Jersey Business Corporation Act, the undersigned Corporation executes the following Certificate.

1. The name of the Corporation is NUI Corporation.

2. The division that is the subject of this Certificate (the "Division") was approved by resolution of the Corporation's Board of Directors at a meeting held on March 10, 1987, at which a quorum was present and acting throughout.

3. The Division will not adversely affect the rights or preferences of the holders of outstanding shares of any class or series of capital stock of the Corporation and will not increase the number of authorized but unissued shares.

4. Pursuant to the Division, the Corporation's Common Stock, \$10.00 par value, of which 2,411,664 shares were issued and outstanding or held in treasury as of the close of business on the record date, March 23, 1987, shall be split three-for-two into 3,617,496 shares of Common Stock, \$7.00 par value.

5. In connection with the Division, the Corporation's Board of Directors has duly adopted the following amendment of the first sentence of Article THIRD of the Corporation's Certificate of Incorporation, as amended:

6420837500

S 110913

Exhibit J

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"The aggregate number of shares which the corporation shall have authority to issue is 15,000,000 shares of common stock of the par value of \$7.00 each and 5,000,000 shares of preferred stock which shall be issued with par value or with no par value."

6. The Division shall be effective as of April 15, 1987.

NUI CORPORATION

Dated: March 23, 1987

By: *[Signature]*
John Kean
President

Exhibit J
RCB
FILED

AMENDED AND RESTATED
CERTIFICATE OF INCORPORATION
OF
NUI CORPORATION

MAR 13 1991

JOAN HABERLE
Secretary of State
0685290

TO: THE SECRETARY OF STATE
STATE OF NEW JERSEY

Pursuant to the provisions of Section 14A:9-5 of the New Jersey Business Corporation Act, the undersigned corporation hereby executes the following amended and restated Certificate of Incorporation:

1. The name of the corporation is NUI Corporation.
2. The following amended and restated Certificate of Incorporation was approved by the Directors and thereafter duly adopted by the Shareholders of the Corporation on March 12, 1991.

S110913 - 6420837500

DEPARTMENT OF STATE
RECORDS SECTION
CORP. DIV.
91 MAR 13 AM 10:44

AMENDED AND RESTATED
CERTIFICATE OF INCORPORATION
OF
NUI CORPORATION

FILED

MAR 18 1991

JOAN HABERLE
Secretary of State

0685290

ARTICLE I

The name of the Company is:

NUI CORPORATION

ARTICLE II

The address of its registered office in the State of New Jersey is 550 Route 202-206, Bedminster, New Jersey 07921 and the name of its registered agent at that address is Joseph P. Coughlin, Secretary.

ARTICLE III

There are nine (9) Directors of the Company. Their names and addresses are:

- John Kean 550 Route 202-206
Bedminster, New Jersey 07921
- John W. Atherton, Jr. Route 550 Route 202-206
Bedminster, New Jersey 07921
- Calvin R. Carver 550 Route 202-206
Bedminster, New Jersey 07921
- James J. Forese 550 Route 202-206
Bedminster, New Jersey 07921
- Robert W. Kean, Jr. 550 Route 202-206
Bedminster, New Jersey 07921
- Jack Langer 550 Route 202-206
Bedminster, New Jersey 07921
- W. Emlen Roosevelt 550 Route 202-206
Bedminster, New Jersey 07921
- R.V. Whisnand 550 Route 202-206
Bedminster, New Jersey 07921
- John Winthrop 550 Route 202-206
Bedminster, New Jersey 07921

ARTICLE IV

The nature of the business or purposes to be conducted or promoted by the Company is to engage in any lawful act or activity for which corporations may be organized under the New Jersey Business Corporation Act.

ARTICLE V

The total number of shares of stock which the Company shall have authority to issue consists of 30,000,000 shares of common stock and 5,000,000 shares of preferred stock. Shares of the Company shall not be subject to preemptive rights unless otherwise determined by the Board of Directors pursuant to the authority granted by the provisions of Article VI.

ARTICLE VI

The relative rights, preferences and limitations of a share of each class shall be as follows:

(a) Common Stock.

Each holder of a common stock shall be entitled upon all matters voted upon by the Shareholders to one vote for each share of common stock standing in such shareholder's name.

The common stock is subject to all the powers, rights, privileges, preferences and priorities of the preferred stock as are stated and expressed herein and as shall be stated and expressed in any resolution or resolutions adopted by the Board of Directors pursuant to authority expressly granted to and vested in it by the provisions of this Article VI.

(b) Preferred Stock.

The Board of Directors is authorized subject to limitations prescribed by law and the provisions of this paragraph to provide for the issuance of additional shares of preferred stock, in one or more series and, by filing a certificate pursuant to the applicable law of New Jersey, to

establish from time to time the number of shares of be included in each such series and to fix the designation, powers, preferences and rights of the shares of each such series and the qualifications, limitations or restrictions thereof.

The authority of the Board of Directors with respect to each series shall include, but not be limited to, determination of the following:

- (1) The number of shares constituting such series and the distinctive designation of such series;
- (2) The dividend rate on the shares of such series, whether dividends shall be cumulative, and, if so, from which date or dates, and the relative rights of priority, if any, of payment of dividends on shares of such series;
- (3) Whether the shares of such series shall have voting rights in addition to any voting rights that may be provided by law and, if so, the terms of such voting rights;
- (4) Whether the shares of such series shall have conversion privileges, and, if so, the terms and conditions of such conversion, including provision for adjustments of the conversion rate in such events as the Board of Directors shall determine;
- (5) Whether or not the shares of such series shall be redeemable, and, if so, the terms and conditions of redemption, including the date or dates upon or after which the shares of such series shall be redeemable, and the amount per share payable in case of redemption, which amount may vary under different conditions and at different redemption dates;
- (6) Whether the shares of such series shall have a sinking fund for the redemption or purchase of shares of that series, and, if so, the terms and amount of such sinking fund;
- (7) The rights of the shares of such series in the event of voluntary or involuntary liquidation, dissolution or winding up of the Company, and the relative rights of priority, if any, of payment of shares of such series;

(8) Any other relative rights, preferences and limitations of such series.

ARTICLE VII

(a) Except as otherwise fixed pursuant to Article VI relating to the rights of the holders of any class or series of preferred stock having a preference over the common stock as to dividends or upon liquidation, or to elect additional Directors under specified circumstances, the Board of Directors shall consist of not less than eight (8) nor more than twenty-five (25) persons; provided, however, that the authorized number of Directors may be changed to any number between eight (8) and twenty-five (25) from time to time exclusively by the Board of Directors pursuant to a resolution adopted by a majority of the total number of authorized Directors (whether or not there exist any vacancies in previously authorized directorships at the time any such resolution is presented to the Board for adoption).

(b) The Directors (other than those who may be elected by the holders of any class or series of preferred stock having a preference over common stock as to dividends or upon liquidation) shall be classified, with respect to the time for which they severally hold office, into three classes, as nearly equal in number as possible, one class to hold office initially for a term expiring at the annual meeting of Shareholders to be held in 1992, another class to hold office initially for a term expiring at the annual meeting of Shareholders to be held in 1993, and another class to hold office initially for a term expiring at the annual meeting of Shareholders to be held in 1994, with the members of each class to hold office until their successors are elected and qualified. At each annual meeting of the Shareholders of the Company, the successors to the class of directors whose term expires at that meeting shall be elected to hold office for a term expiring at the annual meeting of Shareholders held in the third year following the year of their election. The election of Directors need not be by ballot.

(c) Except as otherwise fixed pursuant to the provisions of Article VI relating to the rights of the holders of any class or series of preferred stock having a preference over the common stock as to dividends or upon liquidation to elect Directors under specified circumstances, newly created directorships resulting from any increase in the authorized number of Directors or any vacancies in the Board of Directors resulting from death, resignation, retirement, disqualification, removal from office or other cause may be filled only by a majority vote of the Directors then in office, though less than a quorum of the Board of Directors. If any applicable provision of New Jersey law expressly confers power on Shareholders to fill such a directorship at a special meeting of Shareholders, such a directorship may be filled at such a meeting only by the affirmative vote of at least 75 percent of the then-outstanding shares of the voting stock, voting together as a single class (it being understood that for all purposes of this Article VII and Article XI, each share of the voting stock shall have the number of votes granted to it pursuant to Article VI or any resolution or resolutions of the Board of Directors pursuant to authority expressly granted to and vested in it by the provisions of Article VI). Any Director elected in accordance with the two preceding sentences shall hold office for the remainder of the full term of the class of Directors in which the new directorship was created or the vacancy occurred and until such Director's successor shall have been elected and qualified. No decrease in the number of authorized Directors constituting the entire Board of Directors shall shorten the term of any incumbent Director.

(d) Subject to the rights of the holders of any class or series of preferred stock having preference over the common stock as to dividends or upon liquidation or to elect Directors under specified circumstances, any Director, or the entire Board of Directors, may be removed from office at any time, but only for cause and only by the affirmative

vote of the holders of at least 75 percent of all of the then-outstanding shares of the voting stock, voting together as a single class. The Company must notify the Director of the grounds of his impending removal and the Director shall have an opportunity, at the expense of the Company, to present his defense to the Shareholders by a statement which accompanies or precedes the Company's solicitation of proxies to remove him.

ARTICLE VIII

Any action required or permitted to be taken by the Shareholders of the Company must be effected at an annual or special meeting of Shareholders of the Company or may be taken without a meeting if all the Shareholders entitled to vote thereon consent thereto in writing.

ARTICLE IX

Except as otherwise required by law and subject to the rights of the holders of any class or any series of preferred stock having a preference over the common stock as to dividends or upon liquidation, special meetings of Shareholders of the Company may be called only by the Board of Directors pursuant to a resolution adopted by a majority of the total number of authorized Directors (whether or not there exist any vacancies in previously authorized directorships at the time any such resolution is presented to the Board for adoption).

ARTICLE X

(a) A Director or officer of the Company shall not be personally liable to the Company or its Shareholders for monetary damages for breach of fiduciary duty as Director or officer, as the case may be, except to the extent that such exemption from liability or limitation of liability is not permitted under the New Jersey Business Corporation Act as currently in effect or as subsequently amended. No amend-

ment to or repeal of this Article X and no amendment to or repeal or termination of effectiveness of any law permitting the exemption from or limitation of liability provided for in this Article X shall apply to or have any effect on the liability or alleged liability of any Director or officer for or with respect to any acts or omissions of that director or officer occurring prior to such amendment, repeal or termination of effectiveness.

(b) (1) Right to Indemnification. Each person who was or is made a party or is threatened to be made a party to or is involved in any action, suit or proceeding, whether civil, criminal, administrative or investigative (hereinafter a "proceeding"), by reason of the fact that such person or anyone for whom such person is the legal representative, is or was a Director or officer of the Company or is or was serving at the request of the Company as a Director, officer, employee or agent of another corporation or of a partnership, joint venture, trust or other enterprise, including service with respect to employee benefit plans, whether the basis of such proceeding is alleged action or inaction in an official capacity as a Director, officer, employee or agent or in any other capacity while serving as a Director, officer, employee or agent, shall be indemnified and held harmless by the Company to the fullest extent authorized by the New Jersey Business Corporation Act or any other law, as the same exists or may hereafter be amended (but in the case of any such amendment, only to the extent that such amendment permits the Company to provide broader indemnification rights than said law permitted the Company to provide prior to such amendment), against all expense, liability and loss (including attorneys' fees, judgments, fines, ERISA excise taxes or penalties and amounts paid or to be paid in settlement) reasonably incurred or suffered by such person in connection therewith and such indemnification shall continue as to a person who has ceased to be a Director, officer, employee or agent and shall inure to the benefit of

his or her heirs, executors and administrators; provided, however, that, except as provided in this paragraph (b), the Company shall indemnify any such person seeking indemnification in connection with a proceeding (or part thereof) initiated by such person only if such proceeding (or part thereof) was authorized by the Board of Directors of the Company. The right to indemnification conferred in this paragraph (b) shall be a contract right and shall include the right to be paid by the Company the expenses incurred in defending any such proceeding in advance of its final disposition; provided, however, that, if the New Jersey Business Corporation Act requires, the payment of such expenses incurred by a Director or officer in his or her capacity as a Director or officer of the Company (and not in any other capacity in which service was or is rendered by such person while a Director or officer, including, without limitation, service to an employee benefit plan) in advance of the final disposition of a proceeding, shall be made only upon delivery to the Company of an undertaking, by or on behalf of such Director or officer, to repay all amounts so advanced unless it shall ultimately be determined that such Director or officer is entitled to be indemnified under this Section or otherwise. The Company may, by action of its Board of Directors, provide indemnification to employees and agents of the Company with the same scope and effect as the foregoing indemnification of Directors and officers.

(2) Right of Claimant to Bring Suit. If a claim under subparagraph (b) (1) is not paid in full by the Company within 30 days after a written claim has been received by the Company, the claimant may at any time thereafter bring suit against the Company to recover the unpaid amount of the claim and, if successful in whole or part, the claimant shall be entitled to be paid also the expense (including, without limitation, reasonable attorney fees) of prosecuting such claim. It shall be a defense to any such action (other than an action brought to enforce a claim for expenses

incurred in defending any proceeding in advance of its final disposition where the required undertaking, if any is required, has been tendered to the Company) that the claimant has not met the standards of conduct which make it permissible under the New Jersey Business Corporation Act for the Company to indemnify the claimant for the amount claimed, but the burden of proving such defense shall be on the Company. Neither the failure of the Company (including its Board of Directors, independent legal counsel, or its Shareholders) to have made a determination prior to the commencement of such action that indemnification of the claimant is proper in the circumstances because the claimant has met the applicable standard of conduct set forth in the New Jersey Business Corporation Act nor an actual determination by the Company (including its Board of Directors, independent legal counsel, or its Shareholders) that the claimant has not met such applicable standard of conduct, shall be a defense to the action or create a presumption that the claimant has not met the applicable standard of conduct.

(3) Non-Exclusivity of Rights. The right to indemnification and the payment of expenses incurred in defending a proceeding in advance of its final disposition conferred in this paragraph (b) shall not be exclusive of any other right which any person may have or hereafter acquire under any statute, provision of the Certificate of Incorporation, by-law, agreement, vote of Shareholders or disinterested Directors or otherwise.

(4) Insurance. The Company may maintain insurance, at its expense, to protect itself and any Director, officer, employee or agent of the Company or another corporation, partnership, joint venture, trust or other enterprise against any expense, liability or loss, whether or not the Company would have the power to indemnify such person against such expense, liability or loss under the New Jersey Business Corporation Act.

ARTICLE XI

(a) The Company reserves the right to amend, alter, change or repeal any provision contained in this Certificate of Incorporation, in the manner now or hereafter prescribed by statute, and all rights conferred upon Shareholders herein are granted subject to this reservation. Notwithstanding any other provision of this Certificate of Incorporation or any provision of law which might otherwise permit a lesser vote or no vote, but in addition to any affirmative vote of the holders of any particular class or series of the voting stock required by law or this Certificate of Incorporation, the affirmative vote of the holders of at least 75 percent of all of the then-outstanding shares of the voting stock, voting together as a single class, shall be required to alter, amend or repeal Articles VI, VII, VIII, IX, X or this Article XI, or any provision thereof, or any provision of the By-Laws of the Company which is to the same effect as the aforesaid Articles.

(b) Except as set forth in the final sentence of this subsection (b), the By-Laws of the Company may be altered, amended or repealed by the affirmative vote of a majority of the entire Board of Directors then in office. The By-Laws of the Company may also be altered, amended or repealed by the Shareholders, but only by an affirmative vote of the holders of at least 75 percent of all the then-outstanding shares of the voting stock, voting together as a single class. Any By-Law may provide that it may only be altered, amended or repealed by the affirmative vote of the holders of at least 75 percent of all the then-outstanding shares of the voting stock, voting together as a single class, in which event such By-Law may only be altered, amended or repealed by such vote.

3. The date of the adoption of the amended and restated Certificate of Incorporation by the Shareholders was March 12, 1991.

4. The total number of shares outstanding as of February 4, 1991 and entitled to vote thereon was 6,247,001.

5. The number of shares which voted for the amended and restated Certificate of Incorporation was 3,596,401 of 4,727,618 votes cast.

NUI CORPORATION

Dated: March 12, 1991



JOHN KEAN, PRESIDENT

Exhibit J

MG B

FILED

APR 19 1994

CERTIFICATE OF MERGER
OF
ELIZABETHTOWN GAS COMPANY
WITH AND INTO
NUI CORPORATION

LONNA R. HOOKS
Secretary of State

6914522

To the Secretary of State
State of New Jersey

Pursuant to the provisions of Section 14A:10-5.1 of the New Jersey Business Corporation Act (the "NJBCA"), the undersigned corporation hereby certifies that:

1. The name of the surviving corporation is NUI Corporation, which is a corporation organized under the laws of the State of New Jersey ("NUI") and the name of the merged corporation is Elizabethtown Gas Company, which is a corporation organized under the laws of the State of New Jersey and a wholly-owned subsidiary of NUI ("EGC").

2. NUI will continue its existence as the surviving corporation under its current name and certificate of incorporation pursuant to the provisions of the NJBCA.

3. Annexed hereto and made a part hereof is the Plan of Merger and Liquidation, dated July 27, 1993, of EGC with and into NUI (the "Plan of Merger") which was approved by the Board of Directors of NUI on July 27, 1993.

4. Pursuant to Section 14A:10-5.1(1) of the NJBCA, no vote of the shareholders of either NUI or EGC was required in connection with the aforesaid Plan of Merger.

5. The number of outstanding shares of common stock, no par value, of EGC (the only outstanding capital stock of EGC) is 1,040,164 shares, all of which are owned by NUI.

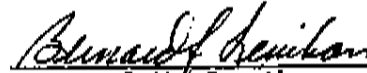
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IN WITNESS WHEREOF, the undersigned corporation has caused this Certificate of Merger to be executed in its name by a duly authorized officer as of the 19th day of April, 1994.

NUI CORPORATION

By:



Bernard F. Lenihan
Vice President

PLAN OF MERGER AND LIQUIDATION

of

ELIZABETHTOWN GAS COMPANY

with and into

NUI CORPORATION

PLAN OF MERGER AND LIQUIDATION OF ELIZABETHTOWN GAS COMPANY WITH AND INTO NUI CORPORATION (the "Plan"), dated July 27, 1993, by and between NUI CORPORATION, a New Jersey corporation (the "Parent"), and ELIZABETHTOWN GAS COMPANY, a New Jersey corporation (the "Company").

WHEREAS, the respective Boards of Directors of the Parent and Pennsylvania & Southern Gas Company, a Delaware corporation ("PSGS") have approved the merger of PSGS into the Parent (the "PSGS Merger");

WHEREAS, in connection with the PSGS Merger, the Parent and PSGS have executed and delivered an Agreement and Plan of Merger, dated July 27, 1993, by and between the Parent and PSGS (the "Merger Agreement");

WHEREAS, the Merger Agreement provides that at the effective time of the PSGS Merger or immediately thereafter, the Company shall be merged into the Parent;

WHEREAS, pursuant to Section 14A:10-5.1 of the New Jersey Business Corporation Act (the "NJBCA"), the Board of Directors of the Parent has approved the Plan;

NOW, THEREFORE, in consideration of the premises and the agreements contained herein, the following shall constitute the Plan:

ARTICLE 1**MERGER OF THE COMPANY INTO THE PARENT**

1.1. The Merger. At the Effective Time (as defined below), subject to the terms and conditions of this Plan, and in accordance with the NJBCA, the Company shall be merged with and into the Parent (the "Merger"), the separate existence of the Company (except as may be continued by operation of law) shall cease and the Parent shall continue as the surviving corporation (the "Surviving Corporation"). The Merger shall have the effects set forth herein and the effects set forth in the applicable provisions of the NJBCA.

1.2. Effective Time of the Merger. At the effective time of the PSGS Merger or immediately thereafter, the Parent shall cause the Merger to be consummated by filing with the Secretary of State of the State of New Jersey a certificate of merger relating to the Merger, in such form as required by, and executed in accordance with, the NJBCA. The time of such filing or the

other time, if any, set forth in the certificate of merger is referred to herein as the "Effective Time".

1.3. Effects of the Merger. (a) At the Effective Time, the separate existence of the Company shall cease and the Company shall be merged with and into the Parent as the Surviving Corporation.

(b) At the Effective Time, the Articles of Incorporation and By-Laws of the Parent as in effect immediately prior to the Effective Time of the Merger shall be the Articles of Incorporation and By-Laws of the Surviving Corporation until further amended thereafter in accordance with applicable law.

(c) At the Effective Time, the Board of the Parent shall constitute the Board of the Surviving Corporation and the officers of the Parent shall constitute the officers of the Surviving Corporation.

(d) From and after the Effective Time, the Merger shall have all the effects provided by applicable law.

1.4. Effect on Parent and Company Common Stock. At the Effective Time, by virtue of the Merger and without any action on the part of the Company or the Parent or the holder of any of the following securities:

(a) Each share of Common Stock, no par value, of Parent issued and outstanding immediately prior to the Effective Time shall remain unchanged.

(b) Each share of Common Stock, par value \$10 per share, of the Company ("Company Common Stock"), issued and outstanding immediately prior to the Effective Time or which immediately prior to the Effective Time is owned directly or indirectly in the treasury of the Company shall be cancelled and retired, and no payment shall be made with respect thereto.

ARTICLE 2

PLAN OF LIQUIDATION

2.1. Plan of Liquidation. This Plan shall also constitute a plan of liquidation of the Company within the meaning of Section 332 of the Internal Revenue Code of 1986, as amended (the "Code") and the approval of the Merger by the Board of Directors of the Parent shall also constitute the adoption of this plan of liquidation. The Merger shall also constitute the complete liquidation of the Company and the distribution of all of its property to the Parent in cancellation of all of the Company's stock, each within the meaning of Section 332 of the Code.

ARTICLE 3

CONDITIONS

3.1. Conditions to Effect the Merger. The consummation of the Merger shall be subject to the fulfillment of the following conditions:

- (a) The conditions to the obligation of the Parent to effect the PSGS Merger pursuant to the Merger Agreement shall have been satisfied or waived by the Parent; and
- (b) The PSGS Merger as contemplated by the Merger Agreement shall have been consummated.

ARTICLE 4

TERMINATION AND AMENDMENT

4.1. Termination. This Plan shall be terminated automatically at any time prior to the Effective Time if the Merger Agreement is terminated.

4.2. Effect of Termination. In the event of termination of this Plan as provided in Section 4.1, this Plan shall be of no further force or effect and there shall be no liability on the part of any party with respect thereto.

4.3. Amendment. This Plan may not be amended except by an instrument in writing approved by the Board of Directors of the Parent.

ARTICLE 5

GENERAL PROVISIONS

5.1. Headings. The headings contained in this Plan are for reference purposes only and shall not affect in any way the meaning or interpretation of this Plan.

5.2. Governing Law. This Plan shall be governed by the internal laws of the State of New Jersey (regardless of the laws that might otherwise govern under applicable principles of conflicts of law) as to all matters.

5.3. Third-Party Beneficiaries. This Plan is not intended to confer upon any person or entity other than the Parent and the Company any rights or remedies hereunder.

CERTIFICATE OF MERGER
OF

PENNSYLVANIA & SOUTHERN GAS COMPANY
WITH AND INTO
NUI CORPORATION

MCB
FILED

APR 19 1994

LONNA R. HOOKS
Secretary of State

6914525

To the Secretary of State
State of New Jersey

Pursuant to the provisions of Section 14A:10-7 of the New Jersey Business Corporation Act (the "NJBCA"), the undersigned corporations hereby certify that:

1. The name of the surviving corporation is NUI Corporation, which is a corporation organized under the laws of the State of New Jersey ("NUI"), and the name of the merged corporation is Pennsylvania & Southern Gas Company, which is a corporation organized under the laws of the State of Delaware ("PSGS").
2. NUI will continue its existence as the surviving corporation under its current name and current certificate of incorporation pursuant to the provisions of the NJBCA.
3. Annexed hereto and made a part hereof is the Agreement and Plan of Merger, dated July 27, 1993, by and between PSGS and NUI (the "Plan of Merger") as approved by the Board of Directors of each of said corporations on July 27, 1993 and by the stockholders of PSGS on February 10, 1994.
4. The number of shares of PSGS common stock, par value of \$1.25 per share, entitled to vote on the Plan of Merger was 235,857, of which 197,545 shares voted for the Plan of Merger and 1,270 shares voted against the Plan of Merger.
5. The Plan of Merger was approved by the Board of Directors of NUI. Pursuant to Section 14A:10-3(4) of the NJBCA, no vote of the shareholders of NUI was required in connection with the Plan of Merger.

6. The applicable provisions of the laws of the State of Delaware relating to the merger of PSGS with and into NUI pursuant to the Plan of Merger, upon compliance with filing and recording requirements thereof, will have been complied with.

IN WITNESS WHEREOF, each of the undersigned corporations has caused this Certificate of Merger to be executed in its name by a duly authorized officer as of the 19th day of April, 1994.

PENNSYLVANIA & SOUTHERN GAS COMPANY

By:



Lyle C. Motley, Jr.
President and Chief Executive
Officer

NUI CORPORATION

By:



Bernard F. Lenihan
Vice President

AGREEMENT AND PLAN OF MERGER

by and between

NUI CORPORATION

and

PENNSYLVANIA & SOUTHERN GAS COMPANY

Dated July 27, 1993

#22107558

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AGREEMENT AND PLAN OF MERGER

AGREEMENT AND PLAN OF MERGER (the "Agreement"), dated July 27, 1993, by and between NUI CORPORATION, a New Jersey corporation (the "Purchaser"), and PENNSYLVANIA & SOUTHERN GAS COMPANY, a Delaware corporation (the "Company").

WHEREAS, the respective Boards of Directors of the Purchaser and the Company have approved the acquisition of the Company and its subsidiaries by the Purchaser;

WHEREAS, in furtherance of such acquisition, the respective Boards of Directors of the Purchaser and the Company have determined that it is advisable to merge the Company with and into the Purchaser as the surviving corporation, and have approved such merger pursuant and subject to the terms and conditions of this Agreement, with the result that each outstanding share of Company Common Stock (as hereinafter defined), not owned directly or indirectly by the Purchaser, shall be converted into the right to receive shares of Surviving Common Stock (as hereinafter defined).

NOW, THEREFORE, in consideration of the premises and the representations, warranties, covenants and agreements contained herein, the parties hereto hereby agree as follows:

ARTICLE 1

DEFINITIONS AND INTERPRETATION

1.1. Definitions. Unless the context otherwise requires, the terms defined in this Section 1.1 and in the preamble to this Agreement shall have the meanings herein and therein specified for all purposes of this Agreement.

"Affiliate" of a specified Person shall mean any Person that, directly or indirectly, through one or more intermediaries, controls, is controlled by, or is under common control with, the Person specified.

"Agreement" shall have the meaning set forth in the first paragraph of this Agreement.

"Antitrust Division" shall mean the federal Antitrust Division of the Department of Justice.

"Average Market Price" shall have the meaning set forth in Section 3.1(c).

"Board" shall mean the Board of Directors of the Company, the Purchaser or the Surviving Corporation, as the context requires.

"Certificate" or "Certificates" shall mean each certificate or certificates which immediately prior to the Effective Time represented outstanding shares of Company Common Stock.

"Closing" shall have the meaning set forth in Section 2.4.

"Closing Date" shall have the meaning set forth in Section 2.4.

"Code" shall mean the federal Internal Revenue Code of 1986, as amended.

"Company" shall have the meaning set forth in the first paragraph of this Agreement.

"Company Common Stock" shall mean the common stock, par value of \$1.25 per share, of the Company.

"Company Plans" shall have the meaning set forth in Section 5.9(a).

"Company Reports" shall have the meaning set forth in Section 5.6.

"DGCL" shall mean the General Corporation Law of the State of Delaware.

"Dissenting Shares" and "Dissenting Shareholder" shall have the respective meanings set forth in Section 3.2(a).

"Effective Time" shall have the meaning set forth in Section 2.2.

"EGC" shall mean Elizabethtown Gas Company, a New Jersey corporation and a wholly-owned subsidiary of the Purchaser.

"EGC Common Stock" shall mean the common stock, no par value, of EGC.

"EGC Merger" shall have the meaning set forth in Section 2.1.

"ERISA" shall mean the Employee Retirement Income Security Act of 1974, as amended.

"Exchange Act" shall mean the federal Securities Exchange Act of 1934.

"Exchange Agent" shall mean that bank or trust company authorized by the Purchaser to receive the shares of Surviving Common Stock to be issued in the Merger pursuant to Section 3.4(a).

"FERC" shall mean the Federal Energy Regulatory Commission.

"FTC" shall mean the Federal Trade Commission.

"Governmental Entity" shall mean any United States federal, state or local government (including the District of Columbia), governmental or regulatory authority, governmental or regulatory body, governmental or regulatory agency or any court or other judicial authority.

"HSR Act" shall mean the Hart-Scott-Rodino Antitrust Improvements Act of 1976, as amended.

"ISRA" shall mean the New Jersey Industrial Site Recovery Act.

"Letter of Intent" shall mean the Letter of Intent, dated June 24, 1993, between the Company and the Purchaser.

"Licensed Software" shall have the meaning set forth in Section 5.18.

"Material Adverse Effect" with respect to a Person shall mean a material adverse effect on the business, financial (or other) condition, results of operations or prospects of such Person.

"Merger" shall have the meaning set forth in Section 2.1.

"Merger Consideration" shall have the meaning set forth in Section 3.1(c).

"NJBCA" shall mean the New Jersey Business Corporation Act.

"NJFUL" shall mean the New Jersey Public Utility Law.

"NYSE" shall mean the New York Stock Exchange, Inc.

"Officer" and **"Officers"** shall have the respective meanings set forth in Section 7.5(d).

"Owned Software" shall have the meaning set forth in Section 5.18.

"Person" shall mean any individual, corporation, association, company, partnership, joint venture, joint-stock company, trust, unincorporated organization, Governmental Entity or other entity.

"Plans" shall mean any bonus, deferred compensation, pension, profit-sharing, retirement, insurance, stock purchase, stock option, or other fringe benefit plan, arrangement, understanding or practice, or any other employee benefit plan (as defined in section 3(3) of ERISA), whether formal or informal.

"Proxy Statement" shall have the meaning set forth in Section 5.10.

"Public Utility Laws" shall mean the Pennsylvania, North Carolina, Maryland and New York public utility laws applicable to the transactions contemplated hereby.

"PUHCA" shall mean the federal Public Utility Holding Company Act of 1935.

"Purchaser" shall have the meaning set forth in the first paragraph of this Agreement.

"Purchaser Common Stock" shall mean the common stock, no par value, of the Purchaser.

"Purchaser Reports" shall have the meaning set forth in Section 4.8.

"Registration Statement" shall have the meaning set forth in Section 5.10.

"SEC" shall mean the federal Securities and Exchange Commission.

"Securities Act" shall mean the federal Securities Act of 1933.

"Shareholders Meeting" shall have the meaning set forth in Section 7.2.

"Subsidiary" of any corporation, partnership or other entity (each, a "Parent") shall mean any other corporation, partnership or other entity in which the Parent, one or more Subsidiaries of the Parent or the Parent and one or more other Subsidiaries of the Parent own capital stock or other indicia of ownership representing fifty percent or more of the capital stock or other indicia of ownership of such corporation, partnership or other entity.

"Surviving Common Stock" shall mean the common stock, no par value, of the Surviving Corporation.

"Surviving Corporation" shall have the meaning set forth in Section 2.1.

"Tax" shall include all federal, state, local and foreign net income, gross income, gross receipts, sales, use, ad valorem, franchise, profits, license, withholding, payroll, employment, excise, stamp, occupation, property, custom duty and other taxes, governmental charges or like assessments or fees of any kind whatsoever, together with interest and any penalty, addition to tax or additional amount imposed thereon of any nature whatsoever.

"Third-Party Beneficiary" shall have the meaning set forth in Section 10.5.

1.2. **Interpretation.** When a reference is made in this Agreement to Sections, such reference shall be to a Section of this Agreement unless otherwise indicated. Whenever the words "include", "includes" or "including" are used in this Agreement, they shall be deemed to be followed by the words "without limitation". Whenever the words "transactions contemplated

hereby" are used in this Agreement, they shall be deemed to include the EGC Merger. Whenever the words "to the best knowledge" are used in this Agreement, they shall mean (a) in the case of the Company, the best knowledge of the Executive Committee of the Company's Board and the officers of the Company identified in paragraphs (c) and (d) of Section 7.5 and (b) in the case of the Purchaser, the best knowledge of the Executive Committee of the Purchaser's Board and the President and any Vice President of the Purchaser. Where the context so requires, the masculine gender shall be construed to include the female and the neuter gender, and the singular shall be construed to include the plural and the plural the singular.

ARTICLE 2

MERGER OF THE COMPANY INTO THE PURCHASER

2.1. The Merger. At the Effective Time, subject to the terms and conditions of this Agreement and in accordance with the DGCL and the NJBCA, the Company shall be merged with and into the Purchaser (the "Merger"), the separate existence of the Company (except as may be continued by operation of law) shall cease and the Purchaser shall continue as the surviving corporation (the "Surviving Corporation"). At the Effective Time or immediately thereafter on the day of the Effective Time, EGC shall be merged with and into the Surviving Corporation (the "EGC Merger"). The Merger shall have the effects set forth herein and the effects set forth in the applicable provisions of the DGCL and the NJBCA.

2.2. Effective Time of the Merger. At the Closing or as soon as practical thereafter, the parties shall cause the Merger to be consummated by filing with the Secretary of State of the State of Delaware, a certificate of merger relating to the Merger, in such form as required by, and executed in accordance with, the DGCL, and by filing with the Secretary of State of the State of New Jersey a certificate of merger relating to the Merger, in such form as required by, and executed in accordance with, the NJBCA. The time of the later of such filings or the other time, if any, set forth in the certificates of merger is referred to herein as the "Effective Time".

2.3. Effects of the Merger. (a) At the Effective Time, the separate existence of the Company shall cease and the Company shall be merged with and into the Purchaser as the Surviving Corporation. At the Effective Time or immediately thereafter, EGC shall be merged with and into the Surviving Corporation.

(b) At the Effective Time, the Articles of Incorporation and By-Laws of the Purchaser as in effect immediately prior to the Effective Time of the Merger shall be the Articles of Incorporation and By-Laws of the Surviving Corporation until further amended thereafter in accordance with applicable law.

(c) At the Effective Time, the Board of the Purchaser shall constitute the Board of the Surviving Corporation and the officers of the Purchaser shall constitute the officers of the Surviving Corporation.

(d) From and after the Effective Time, the Merger shall have all the effects provided by applicable law.

(e) At the effective time of the EGC Merger, (i) the Articles of Incorporation and By-Laws of the Surviving Corporation as in effect immediately prior to the EGC Merger shall be the Articles of Incorporation and By-Laws of the surviving corporation of the EGC Merger until further amended thereafter in accordance with applicable law, (ii) the Board of the Surviving Corporation shall constitute the Board of the surviving corporation of the EGC Merger and (iii) the officers of the Surviving Corporation shall constitute the officers of the surviving corporation of the EGC Merger.

2.4. Closing. The Company and the Purchaser shall communicate and consult with each other with respect to the fulfillment of the various conditions to their obligations under this Agreement. The exchange of the certificates, opinions and other documents contemplated in connection with the consummation of the Merger (the "Closing") shall take place at the offices of the Purchaser, on (a) the fifth business day after which all of the conditions to the Closing have been satisfied or waived or (b) such other place or date as may be agreed upon by the parties. The date on which the Closing occurs is referred to herein as the "Closing Date". In the event that at the Closing no party exercises any right it may have to terminate this Agreement and no condition to the obligations of the parties exists that has not been satisfied or waived, the parties shall (i) deliver to each other the certificates, opinions and other documents required to be delivered under Article 8 and (ii) at the Closing or as soon thereafter as possible, consummate the Merger by filing the documents contemplated by Section 2.2.

ARTICLE 3

EFFECTS OF THE MERGER ON PURCHASER AND COMPANY COMMON STOCK; EXCHANGE OF CERTIFICATES

3.1. Effect on Purchaser and Company Common Stock. At the Effective Time, by virtue of the Merger and without any action on the part of the Company or the Purchaser or the holder of any of the following securities:

(a) Each share of Purchaser Common Stock issued and outstanding immediately prior to the Effective Time shall remain unchanged.

(b) Each share of Company Common Stock which immediately prior to the Effective Time is owned directly or indirectly in the treasury of the Company, by any direct or indirect Subsidiary of the Company or by the Purchaser or any direct or indirect Subsidiary of the Purchaser shall be cancelled and retired, and no payment shall be made with respect thereto.

(c) Each share of Company Common Stock issued and outstanding immediately prior to the Effective Time (other than shares of Company Common Stock to be cancelled pursuant to Section 3.1(b) and Dissenting Shares) shall be converted into the right to receive the

number of shares of Surviving Common Stock, or fraction thereof rounded to the nearest .0001 of a share of Surviving Common Stock, equal to the number determined by dividing (i) \$71.50 by (ii) the arithmetic average of the daily closing price per share of Purchaser Common Stock for the twenty trading days immediately prior to the Closing Date as reported on the composite tape of the NYSE (the "Average Market Price"); provided, that if the applicable number of shares of Surviving Common Stock to be exchanged for each share of Company Common Stock in the Merger is equal to or greater than 3.0 shares, the number of shares of Surviving Common Stock exchanged for each share of Company Common Stock in the Merger shall be equal to 3.0 shares, provided, further, that if the applicable number of shares of Surviving Common Stock to be exchanged for each share of Company Common Stock in the Merger is equal to or less than 2.4 shares, the number of shares of Surviving Common Stock exchanged for each share of Company Common Stock in the Merger shall be equal to 2.4 shares (the "Merger Consideration"). In the event that during the period commencing on the date of this Agreement and ending on the Closing Date, the Purchaser takes any of the following actions: (i) pays a dividend or makes a distribution on Purchaser Common Stock, in each case, in shares of Purchaser Common Stock; (ii) subdivides the outstanding shares of Purchaser Common Stock into a greater number of shares, or (iii) combines the outstanding shares of Purchaser Common Stock into a smaller number of shares, the maximum and minimum number of shares of Purchaser Common Stock issuable as Merger Consideration, as set forth in the first and second provisos, respectively, of the immediately preceding sentence of this Section 3.1(c), shall on the effective date of such action, each be adjusted by multiplying such number by a fraction (A) the numerator of which shall be the number of shares of Purchaser Common Stock outstanding immediately following such action and (B) the denominator of which shall be the number of shares of Purchaser Common Stock outstanding immediately prior to such action.

3.2. Dissenting Shares. (a) Notwithstanding any provision of this Agreement other than Section 3.2(b) to the contrary, any shares ("Dissenting Shares") of Company Common Stock held by a holder who has demanded and perfected his or her right to receive payment for the fair value of his or her shares in accordance with Section 262 of the DGCL (a "Dissenting Shareholder"), and as of the Effective Time has not effectively withdrawn or lost his or her right to receive payment for the fair value of his or her shares, shall not be converted into or represent a right to receive the Merger Consideration as otherwise provided in this Article 3, but the holder thereof shall only be entitled to such rights as are granted by Section 262 of the DGCL.

(b) Notwithstanding the provisions of Section 3.2(a), if any holder of shares of Company Common Stock who demands the right to receive payment for the fair value of his or her shares under the DGCL shall effectively withdraw or lose (through failure to perfect or otherwise) his or her right to receive payment for the fair value of his or her shares of Company Common Stock, then as of the Effective Time or the occurrence of such event, whichever last occurs, such holder's shares of Company Common Stock shall automatically be converted into and represent only the right to receive the Merger Consideration as otherwise provided in this Article 3.

3.3. Stock Transfer Books. At the Effective Time, the stock transfer books of the Company shall be closed and there shall be no further registration of transfers of shares of Company Common Stock thereafter on the records of the Company. If, after the Effective Time,

Certificates are presented to the Surviving Corporation, they shall be cancelled and exchanged for the Merger Consideration as provided in this Article 3 (unless such Certificates represent Dissenting Shares).

3.4. Exchange of Shares of Company Common Stock. (a) At the Effective Time, the Surviving Corporation shall cause to be deposited with the Exchange Agent that number of shares of Surviving Common Stock to be issued in the Merger as contemplated by Section 3.1(c). The Exchange Agent shall agree to hold such shares in trust and deliver such shares as contemplated by Section 3.1 and upon such additional terms as may be agreed upon by the Exchange Agent, the Company and the Purchaser prior to the Effective Time.

(b) As promptly as practicable after the Effective Time, the Surviving Corporation shall mail or cause the Exchange Agent to mail to each holder of outstanding Company Common Stock of record as of the Effective Time (i) a letter of transmittal (which shall specify that delivery shall be effected, and risk of loss and title to the shares of Company Common Stock shall pass, only upon proper delivery of the Certificates representing such shares of Company Common Stock to the Exchange Agent and shall be in such form and have such other provisions as the Purchaser and the Company may reasonably specify) and (ii) instructions for use in effecting the exchange of the Certificates for payment therefor as hereinabove provided. Upon surrender to the Exchange Agent of a Certificate, together with such letter of transmittal duly executed, the holder of such Certificate shall be entitled to receive in exchange therefor certificates registered in the name of such holder representing the number of whole shares of Surviving Common Stock into which any shares of Company Common Stock previously represented by the surrendered Certificate shall have been converted at the Effective Time (plus a check payable to such holder representing the payment of cash in lieu of fractional shares of Surviving Common Stock determined as set forth in Section 3.4(e)). Until surrendered as contemplated by the preceding sentence, each Certificate (other than Certificates representing shares of Company Common Stock cancelled pursuant to Section 3.1(b) and Dissenting Shares) that immediately prior to the Effective Time shall have represented any shares of Company Common Stock shall be deemed at and after the Effective Time to represent only the right to receive upon such surrender, the certificates of Surviving Common Stock contemplated by the preceding sentence, and such Certificate shall then be cancelled. No interest will be paid or accrued on the cash payable, if any, upon the surrender of the Certificate.

(c) If any certificates representing shares of Surviving Common Stock is to be paid to or issued in a name other than the Person in whose name the Certificate surrendered is registered, it shall be a condition of payment that the Certificate so surrendered shall be properly endorsed or otherwise in proper form for transfer and that the Person requesting such payment shall (i) pay transfer or other Taxes required by reason of the issuance of a certificate representing shares of Surviving Common Stock in any name to a Person other than the registered holder of the Certificate surrendered or (ii) establish to the satisfaction of the Surviving Corporation that such Tax has been paid or is not applicable.

(d) Any instruments remaining with the Exchange Agent eighteen months following the Effective Time shall be returned to the Surviving Corporation, after which time

former shareholders of the Company, subject to applicable law, shall look only to the Surviving Corporation for payment of the Merger Consideration due hereunder, without interest thereon.

(e) No certificates or scrip representing fractional shares of Surviving Common Stock shall be issued upon the surrender for exchange of Certificates. No dividend or distribution of the Surviving Corporation shall relate to any fractional share and such fractional share interests shall not entitle the owner thereof to vote or to any rights of a shareholder of the Surviving Corporation. In lieu of any fractional share of Surviving Common Stock, there shall be paid to each holder of shares of Company Common Stock entitled to a fractional share of Surviving Common Stock an amount of cash, without interest, determined by multiplying such fraction by the Average Market Price. No such payment shall be made to the holder of any unsurrendered Certificates until such Certificates shall be surrendered as provided herein.

(f) No dividends or other distributions declared after the Effective Time with respect to Surviving Common Stock and payable to the holders of record thereof after the Effective Time shall be paid to the holder of any unsurrendered Certificates with respect to which the shares of Surviving Common Stock shall have been issued in the Merger until such Certificates shall be surrendered as provided herein, but (i) upon such surrender there shall be paid to the shareholder in whose name certificates representing Surviving Common Stock shall be issued the amount of dividends theretofore paid with respect to such whole shares of Surviving Common Stock as of any record date subsequent to the Effective Time and (ii) at the appropriate payment date, or as soon as practicable thereafter, there shall be paid to such shareholder the amount of dividends with a record date on or after the Effective Time but prior to surrender and a payment date subsequent to surrender payable with respect to such whole shares of Surviving Common Stock, subject in any case to any applicable escheat laws. No interest shall be payable with respect to the payment of such dividends on surrender of outstanding Certificates.

(g) In the event any Certificate shall have been lost, stolen or destroyed, upon the making of an affidavit of that fact by the Person claiming such Certificate to be lost, stolen or destroyed, the Surviving Corporation will issue in exchange for such lost, stolen or destroyed Certificate the Merger Consideration deliverable in respect thereof in accordance with this Article 3. When authorizing such issuance of the Merger Consideration in exchange therefor, the Board of the Surviving Corporation may, in its reasonable discretion and as a condition precedent to the issuance thereof, require the owner of such lost, stolen or destroyed Certificate to give the Surviving Corporation a bond in such reasonable amount as the Surviving Corporation may direct as indemnity against any claim that may be made against the Surviving Corporation with respect to the Certificate alleged to have been lost, stolen or destroyed.

ARTICLE 4

REPRESENTATIONS AND WARRANTIES
OF THE PURCHASER

The Purchaser hereby represents and warrants to the Company as follows:

4.1. Corporate Status. Each of the Purchaser and EGC is a corporation duly incorporated, validly existing and in good standing under the laws of the State of New Jersey and has the corporate power and authority to carry on its business as now being conducted. Each of the Purchaser and EGC is duly qualified as a foreign corporation to do business, and is in good standing, in each jurisdiction where the properties owned, leased or operated, or the businesses conducted, by it require such qualification, except for such failures to be qualified or to be in good standing, if any, which when taken together with all such other failures of the Purchaser and EGC have not had and, so far as can be reasonably foreseen at this time, will not have a Material Adverse Effect on the Purchaser and its Subsidiaries taken as a whole. The Purchaser has previously delivered to the Company complete and correct copies of its Articles of Incorporation, as amended, and By-Laws, as amended.

4.2. Capitalization of the Purchaser. The authorized capital stock of the Purchaser consists of 15,000,000 shares of Purchaser Common Stock and 5,000,000 shares of preferred stock. As of June 30, 1993, (a) 8,167,525 shares of Purchaser Common Stock were issued and outstanding, (b) 49,539 shares of Purchaser Common Stock were held in the treasury of the Purchaser or owned by any Subsidiary of the Purchaser and (c) 266,674 shares of Purchaser common stock were reserved for issuance pursuant to Purchaser's employee benefit plans (including stock option plans) and the Purchaser's dividend reinvestment and stock purchase plan. There are no issued or outstanding shares of preferred stock of the Purchaser. All outstanding shares of Purchaser Common Stock are validly issued, fully paid and nonassessable. The shares of Surviving Common Stock to be issued in the Merger pursuant to Article 3 will, at the Effective Time, be duly authorized, and when issued pursuant to this Agreement, will be validly issued, fully paid and nonassessable and will not have been issued in violation of any preemptive rights. Except for this Agreement and as disclosed in this Section 4.2, there are no outstanding subscriptions, securities, options, warrants, rights or other agreements or commitments to which the Purchaser or any Subsidiary is a party that (i) calls for the issuance, sale or disposition of any shares of capital stock of the Purchaser or any Subsidiary or any securities convertible into, or other rights to acquire, any shares of capital stock of the Purchaser or any Subsidiary, other than the obligations and commitments of any Subsidiary to issue shares of its capital stock to the Purchaser, or (ii) relates to the voting of such capital stock, securities or rights.

4.3. EGC Common Stock. All of the outstanding shares of EGC Common Stock are owned by the Purchaser free and clear of all liens, claims, agreements or encumbrances except as set forth on Schedule 4.3 hereto.

4.4. Authority: Binding Effect. The Purchaser has the corporate power to execute and deliver this Agreement and to perform its obligations hereunder. The execution, delivery and performance of this Agreement and the consummation of the transactions contemplated hereby have been duly authorized by all necessary corporate action on the part of the Purchaser and EGC (except on the date hereof, for any corporate action required under the NJBCA in connection with the EGC Merger). Assuming the filings, consents and approvals contemplated by this Agreement are obtained or made, neither the Purchaser nor EGC is subject to or obligated under any provision of (a) its Articles of Incorporation, as amended, or its By-Laws, as amended, (b) except as set forth on Schedule 4.4 hereto, any contract, agreement, license, franchise, permit or other instrument or (c) any law, statute, ordinance, rule, regulation, order, judgment, decree or injunction, which would be breached or violated by the Purchaser's execution, delivery and performance of this Agreement or the performance of the transactions contemplated hereby other than, with respect to the foregoing clauses (b) and (c), such breaches and violations which in the aggregate (i) will not have a Material Adverse Effect on the Purchaser and its Subsidiaries taken as a whole or will be cured, waived or terminated prior to the Effective Time and (ii) will not impair the ability of the Purchaser or EGC to perform its obligations hereunder and under the other instruments and documents required or contemplated by this Agreement. This Agreement has been duly executed and delivered by the Purchaser and constitutes the valid and binding agreement of the Purchaser enforceable against it in accordance with its terms, except as such enforceability may be limited by applicable laws relating to bankruptcy, insolvency, reorganization or affecting creditors' rights generally and except to the extent that injunctive or other equitable relief is within the discretion of a court.

4.5. Consents. Other than in connection or in compliance with (a) the HSR Act, (b) the filing with the SEC of (i) the Registration Statement and (ii) reports under the Exchange Act, (c) filings under state securities laws, (d) the filing of a certificate of merger with the Secretary of State of the State of Delaware, the filing of certificates of merger with the Secretary of State of the State of New Jersey and appropriate documents with the relevant authorities of other states in which the Company, the Purchaser or EGC is qualified to do business, (e) the DGCL, (f) the Public Utility Laws, (g) the Delaware anti-takeover laws applicable to the Merger, (h) the NJBCA, (i) the NJPUL, (j) the PUHCA, (k) ISRA, (l) environmental laws of the States of North Carolina, Pennsylvania, Maryland and New York, (m) statutes and regulations administered by FERC and (n) the transfer of EGC's franchises and the Company's franchises to the Purchaser, no consent, license, permit, approval, order or authorization of, or filing with, any Governmental Entity is required to be obtained or made by the Purchaser or any Subsidiary, in connection with the execution, delivery or performance by the Purchaser and EGC of this Agreement and the instruments and documents required to be executed by them pursuant hereto or the consummation by Purchaser and EGC of the transactions contemplated hereby, other than those which the failure to obtain or make would not have a Material Adverse Effect on the Purchaser and its Subsidiaries taken as a whole.

4.6. Information Provided. None of the information supplied by the Purchaser or any of its Subsidiaries, included or incorporated by reference in the Registration Statement or the Proxy Statement will, (a) at the date the Registration Statement or any post-effective amendment thereof becomes effective, (b) at the date the Proxy Statement is mailed to the shareholders of the Company, (c) at the date of the Shareholders Meeting of the Company and (d) at all other times subsequent to such effectiveness, mailings or meetings up to and including the Effective Time,

contain any untrue statement of any material fact or omit to state any material fact required to be stated therein or necessary in order to make the statements therein, in light of the circumstances under which they are made, not misleading.

4.7. Absence of Material Adverse Effect. Except as disclosed in the Purchaser Reports, or except as contemplated by this Agreement, since September 30, 1992, there has not been any Material Adverse Effect on the Purchaser and its Subsidiaries taken as a whole.

4.8. SEC Filings: Financial Statements. The Purchaser has heretofore delivered to the Company, and made available to the Company the Exhibits to, (a) the Purchaser's Annual Reports on Form 10-K for the fiscal years ended September 30, 1992, 1991 and 1990, (b) the Purchaser's Quarterly Reports on Form 10-Q for the quarters ended March 31, 1993 and December 31, 1992 and (c) each prospectus, definitive proxy statement, report and other filing filed by the Purchaser with the SEC since September 30, 1992 and prior to the date hereof (collectively, the "Purchaser Reports") pursuant to the Securities Act or the Exchange Act. Since September 30, 1992, the Purchaser has filed with the SEC all reports and registration statements and all other filings required to be filed by it with the SEC pursuant to the Securities Act and the Exchange Act. As of their respective dates, the Purchaser Reports did not contain any untrue statement of a material fact or omit to state any material fact required to be stated therein or necessary in order to make the statements therein, in light of the circumstances under which they were made, not misleading. The audited and unaudited consolidated financial statements of the Purchaser and its consolidated Subsidiaries, included in the Purchaser Reports have been prepared in conformity with generally accepted accounting principles in all material respects and fairly present, in all material respects, the consolidated financial position of the Purchaser and its consolidated Subsidiaries as of the dates thereof and the results of their operations and their cash flows for each of the periods then ended of the Purchaser and its consolidated Subsidiaries subject where appropriate to normal year end adjustments.

4.9. Litigation. As of the date hereof, except as described in the Purchaser Reports, (a) there is no action, suit, proceeding or, to the best knowledge of the Purchaser, investigation pending and to the best knowledge of the Purchaser, there is no action, suit, proceeding or investigation threatened against or affecting the Purchaser or any Subsidiary of the Purchaser, or any of their respective properties before any Governmental Entity, which, individually or in the aggregate, if adversely determined, would result in any Material Adverse Effect on the Purchaser and its Subsidiaries taken as a whole and (b) neither the Purchaser nor any Subsidiary of the Purchaser is subject to any judgment, decree, injunction, rule or order of any Governmental Entity or arbitrator which has a Material Adverse Effect on the Purchaser and its Subsidiaries taken as a whole.

4.10. Tax Returns and Audits. Each of the Purchaser and its Subsidiaries has duly filed all federal income tax returns required to be filed by it and has duly filed all other federal, state, local and foreign Tax returns and reports required to be filed by it, except where the failure so to file such other federal, state, local and foreign Tax returns and reports would not have a Material Adverse Effect on the Purchaser and its Subsidiaries taken as a whole, and has duly paid or made adequate provision on its books in accordance with generally accepted accounting principles for the payment of all Taxes which have been incurred or are due and payable, except where the failure so to pay would not have a Material Adverse Effect on the

Purchaser and its Subsidiaries taken as a whole. As of the date of this Agreement and except as disclosed in the Purchaser Reports or Schedule 4.10 hereto, (a) there are no pending audits, examinations or proposed audits or examinations of any Tax returns filed by the Purchaser or any of its Subsidiaries except where the outcome of such audits or examinations would not have a Material Adverse Effect on the Purchaser and its Subsidiaries taken as a whole and (b) neither the Purchaser nor any of its Subsidiaries have given or been requested to give waivers or extensions of any statute of limitations relating to the payment of Taxes for which the Purchaser or any of its Subsidiaries may be liable. As of the date of this Agreement, the consolidated federal income tax returns of the Purchaser and its Subsidiaries have been audited by the Internal Revenue Service (or the appropriate statute of limitations has expired) for all fiscal years through and including September 30, 1986. All deficiencies asserted or proposed as a result of any examinations or audits of any Tax returns have been paid or adequately provided for on the books of the Purchaser or one of its Subsidiaries in accordance with generally accepted accounting principles or will not have a Material Adverse Effect on the Purchaser and its Subsidiaries taken as a whole.

4.11. Certain Agreements. Except as disclosed in the Purchaser Reports, as of the date of this Agreement, neither the Purchaser nor any Subsidiary, is a party to any oral or written contract, agreement, understanding or commitment (except those entered into in the ordinary course of business) having a material effect on the Purchaser and its Subsidiaries taken as a whole.

4.12. PUHCA. The Purchaser is exempt from all provisions of the PUHCA, other than Section 9(a)(2) thereof.

4.13. Labor Controversies. There are no controversies which would have a Material Adverse Effect on the Purchaser and its Subsidiaries, taken as a whole, pending or, to the best knowledge of the Purchaser, threatened between the Purchaser or any of its Subsidiaries, and any representatives of any of their employees and, to the best knowledge of the Purchaser, there are no material organizational efforts presently being made involving any of the presently unorganized employees of the Purchaser or any of its Subsidiaries. Each of the Purchaser and its Subsidiaries, has, to the best knowledge of the Purchaser, complied in all material respects with all laws relating to the employment of labor, including any provisions thereof relating to wages, hours, collective bargaining and the payment or withholding of social security and similar Taxes, and no Person has, to the best knowledge of the Purchaser, asserted that the Purchaser or its Subsidiaries is liable in any material amount for any arrears of wages or any Taxes or penalties for failure to comply with any of the foregoing.

4.14. Insurance. The Purchaser and its Subsidiaries, have maintained, and are now maintaining with what they reasonably believe are financially responsible insurance companies, insurance on their tangible assets and their business in such amounts and against such risks and losses as is customary for companies engaged in the industries in which the Purchaser and its Subsidiaries, conduct their businesses.

4.15. Brokers or Finders. No broker, finder or investment banker is entitled to any brokerage, finder's fee or other commission or fee in connection with the transactions

contemplated hereby based on arrangements made by or on behalf of the Purchaser or any Subsidiary of the Purchaser.

4.16. Continuity of Business Enterprise; No Plan to Repurchase Stock. The Purchaser presently plans and intends for the Surviving Corporation either (i) to continue the Company's historic business after the Merger or (ii) to use a significant portion of the Company's historic business assets in a business. There is no present plan or intention on the part of the Purchaser or the Surviving Corporation to redeem or repurchase the Surviving Common Stock to be issued to the Company's shareholders in connection with the Merger.

4.17. Compliance Issues. There are no suits, claims or proceedings before any Governmental Entity, past or on-going which taken individually or in the aggregate would be grounds for a Governmental Entity to refuse, deny or materially delay the issuance or approval of any license, permit, consent or other authorization necessary to consummate the Merger.

4.18. Exclusivity of Representations and Warranties. Except for the representations and warranties contained in this Article 4, the Purchaser makes no other representations or warranties, express or implied, and the Purchaser hereby disclaims any such representations or warranties, whether by the Purchaser, any Subsidiary of the Purchaser, or any of their respective officers, directors, employees, agents or representatives, or any other Person, with respect to this Agreement and the transactions contemplated hereby, notwithstanding the delivery or disclosure to the Company or any Subsidiary of the Company or any of their respective directors, officers, employees, agents or representatives, or any other Person, of any documentation or other information by the Purchaser, any Subsidiary of the Purchaser, or any of their respective directors, officers, employees, agents or representatives, or any other Person, with respect to any one or more of the foregoing.

ARTICLE 5

REPRESENTATIONS AND WARRANTIES OF THE COMPANY

The Company hereby represents and warrants to the Purchaser as follows:

5.1. Corporate Status. The Company is a corporation duly incorporated, validly existing and in good standing under the laws of the State of Delaware and has the corporate power and authority to carry on its businesses as they are now being conducted. The Company is duly qualified as a foreign corporation to do business, and is in good standing, in each jurisdiction where the properties owned, leased or operated, or the businesses conducted, by it require such qualification, except for such failures to be qualified or to be in good standing which when taken together with all such other failures of the Company and its Subsidiaries have not had and, so far as can reasonably be foreseen at this time, will not have a Material Adverse Effect on the Company and its Subsidiaries taken as a whole. The Company has previously delivered to the Purchaser complete and correct copies of its Articles of Incorporation, as amended, and By-Laws, as amended.

5.2. Subsidiaries. Each Subsidiary of the Company is listed on Schedule 5.2 hereto. Each Subsidiary of the Company is a corporation duly incorporated, validly existing and in good standing under the laws of its jurisdiction of incorporation and has the corporate power to carry on its businesses as they are now being conducted. Each Subsidiary of the Company is duly qualified as a foreign corporation to do business, and is in good standing, in each jurisdiction where the properties owned, leased or operated, or the business conducted, by it require such qualification, except for such failures to be qualified or to be in good standing which when taken together with all such other failures of the Company and its Subsidiaries have not had and, so far as can reasonably be foreseen at this time, will not have a Material Adverse Effect on the Company and its Subsidiaries taken as a whole. All of the outstanding shares of the capital stock of each of the Subsidiaries of the Company have been validly issued, and are fully paid and nonassessable. All of the outstanding shares of common stock of each of the Subsidiaries of the Company are owned by the Company, directly or indirectly through one or more other Subsidiaries, free and clear of all liens, pledges, claims and other encumbrances.

5.3. Capitalization of the Company. The authorized capital stock of the Company consists of 300,000 shares of Company Common Stock. As of June 30, 1993, (a) 235,857 shares of Company Common Stock were issued and outstanding and (b) no shares of Company Common Stock were held in the treasury of the Company or owned by any Subsidiary of the Company. As of such date no other shares of Company Common Stock were reserved for any other Plan of the Company or any of its Subsidiaries or any other shareholder or employee benefit plan (including stock option plans). There are no issued or outstanding preferred stock, bonds, debentures, notes or other indebtedness or other securities having the right to vote on any matters, including the Merger, on which the Company's shareholders may vote in connection with the Merger. All outstanding shares of Company Common Stock are validly issued, fully paid and nonassessable. Except for this Agreement, there are no outstanding subscriptions, securities, options, warrants, rights or other agreements, understandings or commitments to which the Company or any Subsidiary is a party that (i) calls for the issuance, sale or disposition of any shares of capital stock of the Company or any Subsidiary or any securities convertible into, or other rights to acquire, any shares of capital stock of the Company or any Subsidiary, or (ii) relates to the voting of such capital stock, securities or rights.

5.4. Authority: Binding Effect. The Company has the corporate power to execute and deliver this Agreement and, subject to approval of this Agreement and the Merger by the shareholders of the Company, to perform its obligations hereunder. The execution, delivery and performance of this Agreement and the consummation of the transactions contemplated hereby have been duly authorized by all necessary corporate action on the part of the Company (except, on the date hereof, for the approval of this Agreement by the shareholders of the Company). Assuming the filings, consents and approvals contemplated by this Agreement are obtained or made, neither the Company nor any of its Subsidiaries is subject to or obligated under any provision of (a) its Articles of Incorporation (or comparable charter documents) or By-Laws, (b) except as set forth on Schedule 5.4 hereto, any contract, agreement, license, franchise, permit or other instrument or (c) any law, statute, ordinance, rule, regulation, order, judgment, decree or injunction, which would be breached or violated by the Company's execution, delivery and performance of this Agreement or the performance of the transactions contemplated hereby, other than, with respect to the foregoing clauses (b) and (c), such breaches and violations which in the aggregate (i) will not have a Material Adverse Effect on the Company and its Subsidiaries

taken as a whole or will be cured, waived or terminated prior to the Effective Time and (ii) will not impair the ability of the Company to perform its obligations hereunder and under the other instruments and documents required or contemplated by this Agreement. This Agreement has been duly executed and delivered by the Company and constitutes the valid and binding agreement of the Company enforceable against the Company in accordance with its terms, except as such enforceability may be limited by applicable laws relating to bankruptcy, insolvency, reorganization or affecting creditors' rights generally and except to the extent that injunctive or other equitable relief is within the discretion of a court.

5.5. Consents. Other than in connection or in compliance with (a) the HSR Act, (b) the filing with the SEC of the Registration Statement, (c) filings under state securities laws, (d) the filing of a certificate of merger with the Secretary of State of the State of Delaware, the filing of certificates of merger with the Secretary of State of the State of New Jersey and appropriate documents with the relevant authorities of other states in which the Company, the Purchaser or EGC is qualified to do business, (e) the DGCL, (f) the Public Utility Laws, (g) the Delaware anti-takeover laws applicable to the Merger, (h) the NJBCA, (i) the NJPUL, (j) the PUHCA, (k) ISRA, (l) environmental laws of the States of North Carolina, Pennsylvania, Maryland and New York, (m) statutes and regulations administered by FERC and (n) the transfer of the Company's franchises to the Purchaser, no consent, license, permit, approval, order or authorization of, or filing with, any Governmental Entity is required to be obtained or made by the Company or any Subsidiary in connection with the execution, delivery or performance by the Company of this Agreement and the instruments and documents required to be executed by it pursuant hereto or the consummation by the Company and its Subsidiaries of the transactions contemplated hereby, other than those which the failure to obtain or make would not have a Material Adverse Effect on the Company and the Subsidiaries of the Company taken as a whole.

5.6. Financial Statements: Regulatory Filings and Other Disclosure. The Company has heretofore delivered to the Purchaser (a) the audited consolidated financial statements of the Company and its consolidated Subsidiaries at and for each of the years ended September 30, 1992, 1991 and 1990, (b) the unaudited consolidated financial statements of the Company and its consolidated Subsidiaries for the quarters ended December 31, 1992 and March 31, 1993, (c) the Company's and each of its Subsidiaries Annual Reports to its shareholders for the fiscal years ended September 30, 1992, 1991 and 1990, (d) copies of all materials distributed to the shareholders of the Company since September 30, 1992 and (e) filings by the Company or any of its Subsidiaries with state regulatory authorities since September 30, 1989 (items (a) through (e) collectively to be known as, the "Company Reports"). As of their respective dates, the Company Reports did not contain any untrue statement of a material fact or omit to state any material fact required to be stated therein or necessary in order to make the statements therein, in light of the circumstances under which they were made, not misleading. The audited and unaudited consolidated financial statements of the Company and its consolidated Subsidiaries included in the Company Reports have been prepared in conformity with generally accepted accounting principles, in all material respects, and fairly present, in all material respects, the consolidated financial position of the Company and its consolidated Subsidiaries as of the dates thereof and the results of their operations and their cash flows for each of the periods then ended of the Company and its consolidated Subsidiaries subject where appropriate to normal year end adjustments.

5.7. Absence of Material Adverse Effect. Since September 30, 1992, there has not been any Material Adverse Effect on the Company and the Subsidiaries of the Company taken as a whole.

5.8. Litigation. As of the date hereof, except as set forth on Schedule 5.8 hereto, (a) there is no action, suit, proceeding or, to the best knowledge of the Company, investigation pending and, to the best knowledge of the Company, there is no action, suit, proceeding or investigation threatened against or affecting the Company or any of its Subsidiaries, or any of their respective properties before any Governmental Entity, which, individually or in the aggregate, if adversely determined, would result in any Material Adverse Effect on the Company and its Subsidiaries taken as a whole and (b) neither the Company nor any of its Subsidiaries is subject to any judgment, decree, injunction, rule or order of any Governmental Entity or arbitrator which has a Material Adverse Effect on the Company and the Subsidiaries of the Company taken as a whole.

5.9. Employee Benefit Plans. (a) Except as set forth on Schedule 5.9 hereto, neither the Company nor any of its Subsidiaries, maintains or contributes to any Plan, whether formal or informal, and there are no agreements, understandings or commitments to create any such Plan or to modify or change any existing Plan of the Company or any of its Subsidiaries (collectively, "Company Plans"), except as disclosed to Purchaser in writing prior to the date hereof. None of the Company Plans is a funded "welfare benefit plan" within the meaning of Section 419 of the Code or a "multiple employer plan" within the meaning of the Code or ERISA. Except as set forth on Schedule 5.9 hereto, the Company does not now, and has not for the five calendar years preceding the date hereof contributed to, a "multiemployer plan" within the meaning of Section 4001(a)(3) of ERISA.

(b) The Company has heretofore delivered to the Purchaser true, correct and complete copies of (i) all documents which comprise the most current version of each of the Company Plans, including any related trust agreements, insurance contracts and drafts of proposed amendments, (ii) the three most recent Annual Reports (Form 5500 Series) and accompanying schedules as filed for each of the Company Plans for which such a report is required, (iii) the most current Summary Plan Description, if available (and any summary of material modifications) for each Company Plan, (iv) the three most recent audited financial statements for each of the Company Plans for which such a statement is required or was prepared, (v) the three most recent actuarial reports for each of the Company Plans for which such a report is required or was prepared and (vi) the most recent determination, if any, issued by the Internal Revenue Service with respect to each Company Plan's qualified status under Section 401(a) of the Code. Since the date of the documents delivered, there has not been any material change in the assets and liabilities of any of the Company Plans or any change in their terms and operations which could reasonably be expected to affect or alter the tax status or materially affect the cost of maintaining such Company Plan.

(c) Except as heretofore disclosed to the Purchaser's counsel, the Company and its Subsidiaries have each performed and complied in all material respects with all of their obligations under and with respect to the Company Plans and each of the Company Plans has, at all times, in form and operation complied in all material respects with its terms, and, where

applicable, the requirements of ERISA and the Code, and has not incurred any federal income or excise tax liability.

(d) Except as heretofore disclosed to the Purchaser's counsel, each Company Plan which is an "employee pension benefit plan" (as defined in Section 3(2) of ERISA) has received a determination from the Internal Revenue Service that it is qualified pursuant to Section 401(a) of the Code and nothing has occurred since the date of any such determination to cause the loss of such qualification.

(e) None of the Company Plans has incurred any "accumulated funding deficiency" (as defined in Section 302 of ERISA and Section 412 of the Code), and there is no unpaid contribution due prior to the date hereof with respect to any such Company Plan that is required to have been made under the terms of such Company Plan, Section 412 of the Code or Part 3 of Subtitle B of Title I of ERISA. No "reportable event" (as defined in Section 4043(b) of ERISA) has occurred with respect to any Company Plan. The actuarial present value (based on the actuarial assumptions used in the most recent actuarial valuation) of vested and nonvested "benefit liabilities," (as defined in Section 4001(a)(16) of ERISA) of each Company Plan that is subject to Title IV of ERISA, determined as of the most recent valuation date for each such Company Plan, using the actuarial method and assumptions used in the most recent actuarial valuation, did not exceed the aggregate fair market value of the assets of such Company Plan on such date, and no event has occurred since such date that would materially increase or decrease the value of such assets or liabilities.

(f) Neither the Company nor any of its Subsidiaries has any obligation to provide health or other non-pension related benefits to former employees, except as specifically required by law or as set forth on Schedule 5.9 hereto. The Company has satisfied all requirements imposed upon it to provide "continuous coverage" to such employees pursuant to the Consolidated Omnibus Budget Reconciliation Act.

(g) Neither the Company nor any of its Subsidiaries nor any other "disqualified person" or "party in interest" (as defined in Section 4975 of the Code and Section 3(14) of ERISA, respectively) has engaged in any "prohibited transaction" (as defined in Section 4975 of the Code or Section 406 of ERISA) with respect to any Company Plan, nor have there been any fiduciary violations under ERISA which could subject any such Company Plan (or its related trust), or the Company or any of its Subsidiaries (or any officer, director, employee, agent or representative thereof) to the penalty or Tax under Section 502(i) of ERISA or Sections 4971 and 4975 of the Code.

(h) As of the date of this Agreement (i) no filing, application or other matter with respect to any of the Company Plans is pending with the Internal Revenue Service, Pension Benefit Guaranty Corporation, United States Department of Labor or any other Governmental Entity and (ii) there is no action, suit or claim pending, other than routine claims for benefits, against or in any manner relating to any Company Plan.

(i) Neither the Company nor any of its Subsidiaries has incurred any liability or taken any action or has any knowledge of any action or event that could cause either of them to

incur any liability under Section 412 of the Code or Title IV of ERISA with respect to any "single-employer plan" (as defined in Section 4001(a)(15) of ERISA).

(j) Except as set forth in Section 7.5, neither the execution and delivery of this Agreement nor the consummation of the transactions contemplated hereby will, (i) entitle any current or former employee of the Company or any of its Subsidiaries to severance pay, unemployment compensation or any similar payment, (ii) accelerate the time of payment or vesting or increase the amount of any compensation due to any such employee or former employee, or (iii) directly or indirectly result in any payment made or to be made to or on behalf of any Person to constitute a "parachute payment" within the meaning of Section 280G of the Code.

5.10. Information Provided. None of the information supplied by the Company or any of its Subsidiaries included or incorporated by reference in the Registration Statement on Form S-4 (or such other form as shall be applicable to the registration of Purchaser Common Stock to be issued in connection with the Merger) to be filed by the Purchaser with the SEC under the Securities Act in order to register thereunder the shares of Purchaser Common Stock to be issued in connection with the Merger, including any amendments thereof (the "Registration Statement"), or the Proxy Statement contained therein to be used by the Company in soliciting proxies of its shareholders with respect to the Merger, including any amendments thereof or supplements thereto (the "Proxy Statement"), will, (i) at the date the Registration Statement or any post-effective amendment thereof becomes effective, (ii) at the date the Proxy Statement is mailed to the shareholders of the Company, (iii) at the date of the Shareholders Meeting of the Company and (iv) at all other times subsequent to such effectiveness, mailings or meeting up to and including the Effective Time, contain any untrue statement of any material fact or omit to state any material fact required to be stated therein or necessary in order to make the statements therein, in light of the circumstances under which they are made, not misleading.

5.11. Brokers or Finders. No broker, finder or investment banker is entitled to any brokerage, finder's fee or other commission or fee in connection with the Merger based upon arrangements made by or on behalf of the Company, except for a fee payable to Berwind Financial Group, Inc. pursuant to an agreement which has been delivered to the Purchaser prior to the date of this Agreement.

5.12. Tax Returns and Audits. Each of the Company and its Subsidiaries has duly filed all federal income tax returns required to be filed by it and has duly filed all other federal, state, local and foreign Tax returns and reports required to be filed by it, except where the failure so to file such other federal, state, local and foreign Tax returns and reports would not have a Material Adverse Effect on the Company and its Subsidiaries, taken as a whole, and has duly paid or made adequate provision on its books in accordance with generally accepted accounting principles for the payment of all Taxes which have been incurred or are due and payable, except where the failure so to pay would not have a Material Adverse Effect on the Company and its Subsidiaries taken as a whole. Except as set forth on Schedule 5.12 hereto, (a) there are no pending audits, examinations or proposed audits or examinations of any Tax returns filed by the Company or any of its Subsidiaries except where the outcome of such audits or examinations would not have a Material Adverse Effect on the Company and its Subsidiaries

taken as a whole and (b) neither the Company nor any of its Subsidiaries have given or been requested to give waivers or extensions of any statute of limitations relating to the payment of Taxes for which the Company or any of its Subsidiaries may be liable. As of the date of this Agreement, the consolidated federal income tax returns of the Company and its Subsidiaries have been audited by the Internal Revenue Service (or the appropriate statute of limitations has expired) for all fiscal years through and including September 30, 1989. All deficiencies asserted or proposed as a result of any examinations or audits of any Tax returns have been paid or adequately provided for on the books of the Company or one of its Subsidiaries in accordance with generally accepted accounting principles or will not have a Material Adverse Effect on the Company and its Subsidiaries taken as a whole. Except as set forth on Schedule 5.12 hereto, neither the Company nor any of its Subsidiaries (i) is a party to any agreement providing for the allocation, payment or sharing of Taxes among the Company, its Subsidiaries or any third parties, (ii) has any net operating loss carryovers, net capital loss carryovers or any other items the use of which, by deduction or credit or otherwise, would or may be limited by Section 382 of the Code, (iii) has filed any consent to the application of Section 341(f) of the Code with respect to any of its property, (iv) has an application pending with respect to any Tax requesting permission for a change in accounting method, (v) is required to make any adjustments to income pursuant to Section 481 of the Code or (vi) owns or leases any real property or otherwise holds any interest in real property that would or may subject the parties hereto or the Surviving Corporation to a transfer or gains tax as a result of the Merger.

5.13. Certain Agreements. Except as disclosed on Schedule 5.13 hereto, as of the date of this Agreement, none of the Company or any of its Subsidiaries is a party to any oral or written (a) employment, severance or collective bargaining agreement or consulting agreement not terminable on 60 days or less notice, (b) agreement, understanding or commitment with any executive officer or other employee of the Company or any of its Subsidiaries, (i) the benefits of which are contingent, or the terms of which are materially altered, upon the occurrence of a transaction involving the Company or any of its Subsidiaries of the nature of the transactions contemplated hereby or (ii) providing severance benefits or other benefits after the termination of employment of such executive officer or employee regardless of the reason for such termination of employment, (c) agreement, plan, arrangement, understanding or commitment under which any Person may receive payments subject to the Tax imposed by Section 4999 of the Code, (d) agreement, plan, understanding or commitment, including any stock option plan, incentive compensation plan, "phantom stock" plan, stock appreciation right plan, restricted stock plan or stock purchase plan, any of the benefits of which will be increased, or the vesting of benefits of which will be accelerated, by the occurrence of the transactions contemplated hereby, or the value of any of the benefits of which will be calculated on the basis of the transactions contemplated hereby, (e) agreement, trust, escrow account or bond to secure or provide for the payment of any amounts to any officers, employees or directors of the Company or any of its Subsidiaries, (f) franchise agreements or other authority of any Person authorizing the Company or any of its Subsidiaries to operate as a public utility or a public service company, (g) contracts for the purchase, sale or transportation of gas or (h) any (i) agreement, contract, indenture or other instrument, understanding or commitment relating to the borrowing of money or the guarantee of any obligation for the borrowing of money, in each case in excess of \$15,000 or (ii) other agreement, contract, understanding or commitment having or reasonably foreseeable as

having in the future a Material Adverse Effect on the Company and its Subsidiaries taken as a whole.

5.14. PUHCA. The Company is not subject to the provisions of the PUHCA.

5.15. Labor Controversies. There are no controversies which would have a Material Adverse Effect on the Company and its Subsidiaries taken as a whole, pending or, to the best knowledge of the Company, threatened between the Company or any of its Subsidiaries and any employees or any representatives of any of their employees and, to the best knowledge of the Company, there are no material organizational efforts presently being made involving any of the presently unorganized employees of the Company or any of its Subsidiaries. Each of the Company and its Subsidiaries has, to the best knowledge of the Company, complied in all material respects with all laws relating to the employment of labor, including any provisions thereof relating to wages, hours, collective bargaining and the payment or withholding of social security and similar Taxes, and no Person has, to the best knowledge of the Company, asserted that the Company or any of its Subsidiaries is liable in any material amount for any arrears of wages or any Taxes or penalties for failure to comply with any of the foregoing.

5.16. Insurance. The Company and its Subsidiaries have each maintained, and are now maintaining with what they reasonably believe are financially responsible insurance companies, insurance on their tangible assets and their businesses in such amounts and against such risks and losses as is customary for companies engaged in the industries in which the Company and its Subsidiaries conduct their businesses. All claims known to the Company or any of its Subsidiaries which the Company or such Subsidiary is obligated, under the terms of any insurance contract or otherwise, to report to one or more insurers have been duly and timely reported.

5.17. Plant, Property, Equipment and Other Assets. Schedule 5.17 hereto lists any real and personal property which has a replacement value of \$25,000 or more owned or leased by the Company or any of its Subsidiaries. Each of the Company and its Subsidiaries has good, clear and marketable or insurable title to all the properties and assets listed on Schedule 5.17 hereto or acquired after the date hereof free and clear of all claims, liens, pledges, charges, security interests or other encumbrances of any nature whatsoever except (a) statutory liens securing payments not yet due and (b) such imperfections or irregularities of title, claims, liens, pledges, charges, security interests or other encumbrances as do not materially affect the use of the properties or assets subject thereto or affected thereby or otherwise materially impair business operations at such properties, or as do not materially impair the marketability thereof. The Company or one of its Subsidiaries is the lessee of all leases listed on Schedule 5.17 hereto or acquired after the date hereof and is in possession of the properties purported to be leased thereunder and each such lease is valid without default thereunder by the lessee or, to the best knowledge of the Company, the lessor.

5.18. Computer Software. Schedule 5.18 hereto lists all computer software programs used by the Company or any of its Subsidiaries other than any such programs the unavailability for use of which by the Company or such Subsidiary would not have a Material Adverse Effect on the Company and its Subsidiaries taken as a whole. Schedule 5.18 hereto sets

forth whether each computer software program listed thereon is owned by the Company or such Subsidiary (the "Owned Software"), or licensed by the Company or such Subsidiary from a third party (the "Licensed Software"). The Owned Software is owned by the Company or such Subsidiary free and clear of any claim, lien, pledge, charge, security interest or other encumbrance of any nature. The Licensed Software is used pursuant to certain agreements, true and correct copies of which have been provided to the Purchaser prior to the execution of this Agreement. There are no infringement suits, actions or proceedings pending or, to the best knowledge of the Company, threatened against the Company or any of its Subsidiaries with respect to any of the Owned Software.

5.19. Defaults. The Company and its Subsidiaries are not in default under or in violation of any provision of their respective Articles of Incorporation or By-laws or any franchise, indenture, mortgage, deed of trust, loan agreement, or any other agreement, understanding or commitment of any kind to which any of them is a party or by which any of them is bound or to which any of their properties is subject which default, or defaults in the aggregate, has or could have a Material Adverse Effect on the Company and its Subsidiaries taken as a whole.

5.20. Absence of Certain Changes or Events. Since the date of the most recent audited financial statements included in the Company Reports, the Company and its Subsidiaries have conducted their respective businesses only in the ordinary course, and there has not been: (a) any damage, destruction or loss, whether covered by insurance or not, that has or could have a Material Adverse Effect on the Company and its Subsidiaries taken as a whole; (b) any material adverse change in or affecting the businesses, properties, financial position or results of operations of the Company or any of its Subsidiaries which could have a Material Adverse Effect upon the Company and its Subsidiaries taken as a whole; (c) any change in the capital stock or any increase in the long-term debt of the Company or any of its Subsidiaries or (d) any action that, after the execution of this Agreement, is prohibited by Section 6.1.

5.21. Regulation as Utility. The Company and its Subsidiaries operate and are regulated as a public utility only in the States of Pennsylvania, New York, Maryland and North Carolina. The Company is also subject to regulation by the Federal Energy Regulatory Commission. Except as stated in this Section 5.21, neither the Company nor its Subsidiaries are subject to regulation as a public utility or public service company (or similar designation) by any jurisdiction.

5.22. Compliance with Applicable Laws. Except as set forth in Schedule 5.22 hereto, the businesses of the Company and its Subsidiaries are not being conducted in violation of any law, statute, ordinance, rule, regulation, judgment, decree, order or injunction of any Governmental Entity, except for possible violations which individually or in the aggregate do not, and, insofar as reasonably can be foreseen, in the future will not have Material Adverse Effect on the Company and its Subsidiaries taken as a whole. No investigation or review by any Governmental Entity with respect to the Company or any of its Subsidiaries is pending or, to the best knowledge of the Company, threatened, nor has any Governmental Entity indicated an intention to conduct the same, other than those the outcome of which will not have a Material Adverse Effect on the Company and its Subsidiaries taken as a whole.

5.23. Undisclosed Liabilities. The Company and its Subsidiaries have no obligations or liabilities of any nature, whether absolute, accrued, contingent or otherwise, of a nature required by generally accepted accounting principles to be recognized or disclosed in consolidated financial statements of the Company and its Subsidiaries, which are not reflected in the Company Reports.

5.24. Transfer of Surviving Common Stock. To the best knowledge of the Company, there is no present intention on the part of any shareholder of the Company who holds 1% or more of the Company Common Stock, to sell, transfer or otherwise dispose of the shares of Surviving Common Stock to be received by such shareholder as Merger Consideration.

5.25. Environmental Matters. Except as set forth in Schedule 5.25 hereto, (a) neither the Company nor any of its Subsidiaries has disposed of or arranged for the disposal of any hazardous substances, other than in conformity with applicable laws and regulations, except to the extent that such disposals do not have a Material Adverse Effect on the Company and its Subsidiaries taken as a whole; (b) to the best knowledge of the Company, neither the Company nor any of its Subsidiaries has been designated a potentially liable party for remedial action or response costs nor is under investigation or review by any Governmental Entity in connection with any facility, location, site or other property under the Comprehensive Environmental Response, Compensation and Liability Act, as amended, the Federal Resource Conservation and Recovery Act, as amended, the Toxic Substance Control Act, the Clean Water Act, the Clean Air Act or comparable state statutes, except to the extent that any such designation does not have a Material Adverse Effect on the Company and its Subsidiaries taken as a whole; (c) to the best knowledge of the Company, the Company and its Subsidiaries' use, generation, processing, production, storage and disposal of hazardous substances is and has been in conformity with applicable laws and regulations; (d) to the best knowledge of the Company, no property currently or previously owned, leased or operated by the Company or any of its Subsidiaries has been used for the treatment, storage or disposal of hazardous substances, or as a landfill or other waste disposal site, except to the extent that such use does not have a Material Adverse Effect on the Company and its Subsidiaries taken as a whole; (e) to the best knowledge of the Company, underground storage tanks are not and have not been located on or under any property owned, leased or operated by the Company or any of its Subsidiaries, except to the extent that such storage tanks do not have a Material Adverse Effect on the Company and its Subsidiaries taken as a whole; and (f) to the best knowledge of the Company, there are no hazardous substances that may pose any material risk to safety, health or the environment on, under or about any property currently or previously owned, leased or operated by the Company or any of its Subsidiaries. For the purposes of this Section 5.25, "hazardous substances" shall mean those substances defined or listed by the Comprehensive Environmental Response, Compensation and Liability Act, as amended, the Federal Resource Conservation and Recovery Act, as amended, the Toxic Control Substance Act, the Clean Water Act, the Clean Air Act or comparable state statutes, and regulations thereunder.

5.26. Operating Condition. The Company and its Subsidiaries each (and, upon consummation of the Merger and receipt of the consents, licenses, permits, approvals, orders and authorizations contemplated by Section 5.5, the Surviving Corporation and its Subsidiaries will) own or lease all assets, real and personal, and hold all permits, franchises, licenses and other

approvals or authorizations necessary to carry on the business and operations of each of the Company and its Subsidiaries in substantially the same manner as such business and operations are carried on currently other than those assets, permits, franchises, licenses and other approvals or authorizations the failure of which to so own, lease or hold would not have a Material Adverse Effect on the Company and its Subsidiaries taken as a whole.

5.27. Compliance Issues. There are no suits, claims or proceedings before any Governmental Entity, past or on-going, which taken individually or in the aggregate would be grounds for a Governmental Entity to refuse, deny or materially delay the issuance or approval of any consent, license, permit, order or other authorization necessary to consummate the Merger.

5.28. Exclusivity of Representations and Warranties. Except for the representations and warranties contained in this Article 5, the Company makes no other representations or warranties, express or implied, and the Company hereby disclaims any such representations or warranties, whether by the Company, any Subsidiary of the Company or any of their respective officers, directors, employees, agents or representatives, or any other Person, with respect to this Agreement and the transactions contemplated hereby, notwithstanding the delivery or disclosure to the Purchaser or any of its directors, officers, employees, agents or representatives, or any other Person, of any documentation or other information by the Company, any Subsidiary of the Company or any of their respective directors, officers, employees, agents or representatives, or any other Person, with respect to any one or more of the foregoing.

ARTICLE 6

CONDUCT OF BUSINESS PENDING THE MERGER

6.1. General Conduct of Company Business. Except as expressly set forth in this Agreement, during the period from the date of this Agreement to the Effective Time, the Company and each of its Subsidiaries will conduct its operations in the ordinary and usual course of business and consistent with past practice, and the Company and each of its Subsidiaries will use its best efforts to preserve intact its business organizations, to keep available the services of its officers and employees and to maintain satisfactory relationships with customers, suppliers, distributors and others having business relationships with it. Without limiting the generality of the foregoing, and except as otherwise expressly provided in this Agreement, prior to the Effective Time, none of the Company nor any of its Subsidiaries will, without the prior written consent of the Purchaser:

(a) Amend its Articles of Incorporation (or comparable charter documents) or By-Laws;

(b) Issue, sell, transfer, distribute, pledge or otherwise encumber or dispose of any shares of capital stock, any options, warrants or rights of any kind to acquire any shares of capital stock or any securities which are convertible into or exchangeable for any shares of capital stock of the Company or any of its Subsidiaries;

(c) (i) Split, combine, recapitalize or reclassify any shares of its capital stock, (ii) declare, set aside or pay any dividend or other distribution (whether in cash, stock or property or any combination thereof) in respect of any shares of its capital stock or (iii) redeem or otherwise acquire any shares of the capital stock of the Company or any of its Subsidiaries, except (i) any Subsidiary of the Company may declare and pay dividends to the Company or any other Subsidiary of the Company and (ii) the Company may declare and pay to holders of shares of Company Common Stock regular quarterly dividends of not more than \$0.44 per share on its customary quarterly dividend declaration and payment dates;

(d) (i) except as set forth on Schedule 6.1 hereto, adopt, enter into or amend any bonus, profit sharing, compensation, stock option, warrant, pension, retirement, deferred compensation, employment, consulting, indemnification, severance, termination or other employee benefit plan, agreement, trust fund or arrangement for the benefit or welfare of any officer, director or employee or (ii) agree to any increase in the compensation (including bonuses) payable or to become payable to any officer, director or employee;

(e) purchase or otherwise acquire by merger, consolidation, acquisition of securities or assets or otherwise, (i) any corporation, partnership, association or other business entity, organization or division thereof or (ii) any assets or properties which, in the case of either clause (i) or clause (ii), would be material, in the aggregate, to the Company and its Subsidiaries taken as a whole;

(f) sell, lease, mortgage, pledge, grant a security interest in or lien on, or otherwise dispose of or encumber any of its assets or properties which are material, in the aggregate, to the Company and its Subsidiaries taken as a whole;

(g) settle or compromise any litigation or regulatory proceeding involving the payment or expenditure of, or an agreement, understanding or commitment to pay over time, an amount in cash, notes or other property, over any amount paid by insurance, in excess of \$10,000;

(h) except for (i) short-term indebtedness incurred in the ordinary course of business consistent with past practices and (ii) bank line of credit borrowings that shall not exceed \$12,500,000 at any time, incur any indebtedness for borrowed money or guarantee any such indebtedness or issue or sell any debt securities or guarantee any debt securities of others;

(i) enter into any agreement, understanding or commitment which has a term of more than one year, unless such agreement, understanding or commitment may be terminated by the Company and, after the Effective Time of the Merger, the Surviving Corporation at any time upon no more than thirty (30) days notice without any penalty or payment of any kind; or

(j) Agree, whether in writing or otherwise, to do any of the foregoing.

6.2. No Solicitation or Negotiation. (a) From the date hereof until this Agreement shall have been terminated in accordance with its terms, neither the Company nor any Affiliate of the Company, nor any officer, director, employee, shareholder, representative or

agent of the Company or any Affiliate of the Company, shall, directly or indirectly, solicit or initiate or participate in any way in discussions or negotiations with, or provide any information or assistance to, or enter into an agreement or understanding with any Person or group of Persons (other than the Purchaser) concerning any acquisition, merger, consolidation, liquidation, dissolution, disposition or other transaction that would result in the transfer to any such Person or group of Persons (other than in the ordinary course of business) of all or any substantial part of the business or assets of, or all or any substantial equity interest in, the Company or any of its subsidiaries. The Company shall provide prompt notice to the Purchaser of any such discussions or negotiations.

(b) If at any time from the date hereof and prior to the termination of this Agreement, any Person or "group" (within the meaning of Section 13(d)(3) of the Exchange Act) other than the Purchaser shall have (i) commenced a tender offer for 30% or more of the outstanding shares of the Company Common Stock, the acceptance of which has been recommended by the Board of the Company, or (ii) entered into an agreement, understanding for, or effected, a merger or other business combination with the Company, the acquisition of 30% or more of the outstanding shares of the Company Common Stock or the acquisition of all or any substantial part of the business or assets of the Company, then, at the Purchaser's request, the Company shall (A) pay to the Purchaser (immediately upon submission by the Purchaser of an invoice therefor) in New York Clearing House funds by certified or official bank check payable to the order of the Purchaser the sum of \$500,000 plus all of the actual expenses of the Purchaser and its Subsidiaries (including legal fees and expenses) incurred in connection with the negotiation, preparation, execution and delivery of the Letter of Intent, the negotiation, preparation, execution and delivery of this Agreement, and any other actions taken in connection with the transactions contemplated hereby, including due diligence and actions relating to regulatory and other approvals and (B) pay to the Purchaser, not later than the consummation of such tender offer or the closing of such merger, business combination or any such acquisition, as the case may be, in New York Clearing House funds by certified or official bank check payable to the order of the Purchaser the sum of \$500,000.

(c) The Company acknowledges that the agreements contained in the immediately preceding paragraph are an integral part of the transactions contemplated hereby, and that, without these agreements, the Purchaser would not have executed this Agreement; accordingly, if the Company fails to pay promptly the amounts set forth in the immediately preceding paragraph when due, the Company shall in addition thereto pay to the Purchaser all costs and expenses (including fees and disbursements of counsel) incurred in collecting such amounts (or any unpaid portion thereof) from the date such payment was required to be made until the date such payment is received by Purchaser at the prime rate as in effect from time to time during such period of Citibank, N.A.

6.3. Cash Dividends of the Purchaser. Prior to the Effective Time, the Purchaser will not, without the prior written consent of the Company, declare, set aside or pay any cash dividend in respect of any shares of Purchaser Common Stock, except that the Purchaser may declare and pay to holders of shares of Purchaser Common Stock regular quarterly dividends of not more than \$0.50 per share on its customary quarterly dividend declaration and payment dates.

ARTICLE 7

ADDITIONAL COVENANTS

7.1. Preparation of Registration Statement and Proxy Statement. As promptly as practicable after the date of this Agreement, the Purchaser and the Company shall prepare the Proxy Statement. The Purchaser shall prepare and file the Registration Statement with the SEC, and shall use its reasonable best efforts to respond to any comments of the SEC and to cause the Registration Statement to be declared effective. The Purchaser shall notify the Company promptly of the receipt of any comments from the SEC or its staff and of any request by the SEC or its staff for amendments of or supplements to the Registration Statement or the Proxy Statement or for additional information. The Purchaser and the Company will supply each other with copies of all correspondence between the Purchaser and the Company or any of their representatives, on the one hand, and the SEC or its staff, on the other hand, with respect to the Registration Statement, the Proxy Statement or the transactions contemplated hereby. If at any time prior to the Effective Time any event shall occur that should be set forth in an amendment or a supplement to the Registration Statement or the Proxy Statement, the Purchaser and the Company will prepare promptly and the Purchaser will file such an amendment or supplement with the SEC. The Company will not mail the Proxy Statement, or any amendment thereof or supplement thereto, to its shareholders unless it has first obtained the consent of the Purchaser to such mailing.

7.2. Approval of Shareholders. The Company, acting through its Board, shall, in accordance with applicable law: (a) duly call, give notice of, convene and hold an annual or special meeting of its shareholders (the "Shareholders Meeting") as promptly as practicable but in no event later than December 15, 1993, for the purpose of, among other things, considering and taking action upon this Agreement and the Merger; (b) include in the Proxy Statement the recommendation of its Board that shareholders vote in favor of the approval and adoption of this Agreement and the Merger and (c) use its reasonable best efforts to obtain the necessary approval of this Agreement and the Merger by its shareholders. The Purchaser agrees that, at the Shareholders Meeting, any shares of Company Common Stock then owned by the Purchaser and any Subsidiary or Affiliate of the Purchaser will be voted in favor of adoption and approval of this Agreement and the Merger.

7.3. EGC Merger. The Purchaser will take all required corporate action and the Purchaser and the Company will use their respective reasonable best efforts to obtain all required consents and approval so that on the day of the Effective Time at or after the time of consummation of the Merger, EGC will be merged with and into the Surviving Corporation pursuant to the NJBCA in a transaction which will constitute a complete liquidation under Section 332 of the Code. The Surviving Corporation shall be the surviving corporation in the EGC Merger. Upon the effectiveness of the EGC Merger, all outstanding shares of the EGC Common Stock shall be cancelled.

7.4. Access and Due Diligence. Each of the Purchaser and the Company will afford the other and its representatives reasonable access to all books, records, contracts,

facilities and personnel of the Purchaser and its Subsidiaries or the Company and its Subsidiaries, as the case may be, so that the other may conduct a due diligence investigation, including: analysis and review of financial statements and projections, mortgages and indentures, contracts and agreements, accounting methods, auditors' work papers, assets, liabilities, operations, business plans and prospects.

7.5. Employee Benefits, Management and Employment Agreements. (a) For at least five years after the Effective Time, the Surviving Corporation shall (i) maintain the Company's Retirement Plan and Employee Savings Plan as presently in effect or provide benefits comparable in type and amount to participants in such Plans, and (ii) provide benefits to each officer and other employee of the Company and its Subsidiaries for so long as such officer or other employee is employed during such period by the Surviving Corporation which, in the aggregate, are at least comparable to those currently provided by the Company and its Subsidiaries.

(b) For at least three years after the Effective Time, the Company will retain its independent identity as a division of the Surviving Corporation with its own division board of directors.

(c) At or prior to the Effective Time, the Purchaser shall enter into an employment agreement with Lyle C. Motley, Jr., President and Chief Executive Officer of the Company. Pursuant to such employment agreement, the Surviving Corporation shall agree to employ Mr. Motley for a period of three years, commencing on the Closing Date on the basis of Mr. Motley's title, duties and salary structure as of June 23, 1993. Such employment agreement shall provide that in the event that (i) Mr. Motley terminates his employment because the Surviving Corporation requests Mr. Motley to relocate or Mr. Motley's title or duties are downgraded from his title or duties on June 23, 1993 or (ii) the Surviving Corporation terminates Mr. Motley's employment without cause, the Surviving Corporation shall pay to Mr. Motley the salary payments payable to Mr. Motley under the terms of such employment agreement from the date of such termination through the remainder of such three-year period.

(d) At or prior to the Effective Time, the Purchaser shall enter into employment agreements with (i) James W. Carl, Vice President of the Company, (ii) James K. Turpin, Vice President of the Company, (iii) Bernard L. Smith, Treasurer and Assistant Secretary of the Company, and (iv) Donna S. Scrivens, Secretary of the Company (individually, an "Officer" and collectively, the "Officers"). Pursuant to such employment agreements, the Surviving Corporation shall agree to employ the Officers for a period of two years, commencing on the Closing Date on the basis of the Officers' respective titles, duties and salary structure as of June 23, 1993. Each such employment agreement shall provide that in the event the Surviving Corporation terminates the Officer's employment without cause, the Surviving Corporation shall pay to such Officer the salary payments payable to such Officer under the terms of such employment agreement from the date of such termination through the remainder of such two-year period. Each such employment agreement shall further provide that in the event that the Officer terminates his or her employment because the Surviving Corporation requests the Officer to relocate or the Officer's title or duties are downgraded from such Officer's title or duties on June 23, 1993, the Surviving Corporation shall pay to such Officer an amount equal to the greater of

(A) the salary payments payable to such Officer under the terms of such employment agreement for a period of one year following the date of such termination and (B) one month's salary (at the then current salary) for each year such Officer was employed by the Surviving Corporation (including employment by the Company prior to the Closing Date); provided, however, that in no event shall such payment exceed the salary payments payable to such Officer under the terms of such employment agreement from the date of such termination through the remainder of such two-year period.

(e) In the event the Surviving Corporation terminates without cause the employment of any other employee of the Company during the first year following the Closing Date, the Surviving Corporation shall pay to such employee an amount equal to one week's salary (at the then current salary) for each year such employee was employed by the Surviving Corporation (including employment by the Company prior to the Closing Date).

7.6. HSR Act. The Company and the Purchaser shall, as soon as practicable after the date of this Agreement, file Notification and Report Forms under the HSR Act with the FTC and the Antitrust Division and shall use their respective reasonable best efforts to respond as promptly as practicable to all inquiries received from the FTC or the Antitrust Division for additional information or documentation.

7.7. Regulatory Approvals. As soon as practicable after the date hereof, the Company and the Purchaser will cooperate in the preparation and filing of all materials necessary and desirable to obtain the approval of the transactions contemplated hereby or the disclaimer of jurisdiction with respect thereto by any regulatory body that has jurisdiction over the transactions contemplated hereby.

7.8. Additional Agreements. Subject to the terms and conditions herein provided, each of the parties agrees to use its reasonable best efforts to take, or cause to be taken, all action and to do, or cause to be done, all things necessary, proper or advisable to consummate and make effective on or prior to December 31, 1993 the transactions contemplated hereby, including using its reasonable best efforts to obtain all necessary waivers, consents and approvals and effect all necessary registrations and filings, and make all submissions of information requested by Governmental Entities. If at any time after the Effective Time any further action is necessary or desirable to carry out the purposes of this Agreement, the proper officers and directors of each party to this Agreement shall take all such necessary or desirable action.

7.9. Notification of Certain Matters. The Company shall give prompt notice to the Purchaser, and the Purchaser shall give prompt notice to the Company, of (a) any information that indicates that any representation or warranty contained herein was not true and correct in any material respect as of the date hereof or will not be true and correct in any material respect as of the Effective Time and (b) the occurrence of any event which will result, or has a reasonable prospect of resulting, in the failure to satisfy a condition specified in Sections 8.1, 8.2 or 8.3, as the case may be.

7.10. Confidentiality. All information provided to the Purchaser and its Subsidiaries, or their Affiliates, representatives or agents by or on behalf of the Company or its Subsidiaries or their Affiliates, representatives or agents concerning the Company and its Subsidiaries shall be governed by the Confidentiality Letter, dated February 17, 1993, from the Purchaser to the Company. All information provided to the Company and its Subsidiaries or their Affiliates, representatives or agents by or on behalf of the Purchaser or its Subsidiaries, or their Affiliates, representatives or agents concerning the Purchaser and its Subsidiaries shall be governed by the Confidentiality Letter, dated July 7, 1993, from the Company to the Purchaser.

7.11. Publicity. So long as this Agreement is in effect, no party hereto will issue any press release or make any other public announcement relating to this Agreement or the transactions contemplated hereby without the prior consent of the other, except that any party hereto may make any disclosure required to be made by it under applicable law (including the federal securities laws) if it determines in good faith that it is appropriate to do so and gives prior notice to the other party hereto, using its best efforts, given any time constraints, to reach the other party hereto and discuss such disclosure with the other party.

7.12. Agreement to Defend. In the event any claim, action, suit, investigation or other proceeding by any Governmental Entity or other Person is commenced which questions the validity or legality of this Agreement or any of the transactions contemplated hereby or seeks damages in connection therewith, the parties agree to cooperate and use their best efforts to defend against such claim, action, suit, investigation or other proceeding and, if an injunction or other order of the type referred to in Section 8.1(c) is issued with respect to or in any such action, suit or other proceeding, to use their best efforts to have such injunction or other order lifted.

7.13. Expenses. Subject to the provisions of Section 6.2, whether or not the Merger is consummated, all costs and expenses incurred in connection with this Agreement and the transactions contemplated hereby shall be paid by the party incurring such costs and expenses, including legal and auditing fees, the fees of their respective brokers, finders or investment bankers and printing expenses.

7.14. Letter of the Company's Accountants. The Company shall cause to be delivered to the Purchaser a letter of the Company's independent auditors, dated a date within two business days before the date as of which the Registration Statement becomes effective and addressed to the Purchaser, in form and substance reasonably satisfactory to the Purchaser, to the effect that:

(a) they are public accountants, independent with respect to the Company and its Subsidiaries within the meaning of the Securities Act and the Exchange Act and the applicable published rules and regulations thereunder;

(b) the financial statements of the Company audited by them and included or incorporated by reference in the Registration Statement comply as to form in all material respects with the applicable accounting requirements of the Securities Act and the Exchange Act and of the published rules and regulations thereunder; and

(c) at the request of the Company, they have carried out procedures to a specified date not more than five business days prior to the date as of when the Registration Statement becomes effective, which do not constitute an audit in accordance with generally accepted auditing standards, of the financial statements of the Company and its consolidated Subsidiaries as follows: (i) read the unaudited financial statements of the Company and its consolidated Subsidiaries included or incorporated by reference in the Registration Statement, (ii) read the unaudited financial statements of the Company and its consolidated Subsidiaries for the period from the date of the most recent financial statements included or incorporated by reference in the Registration Statement through the date of the latest available interim financial statements, (iii) read the minutes of the meetings of shareholders and the Board of the Company and any committee thereof, and its consolidated Subsidiaries from the date of the most recent financial statements of the Company included or incorporated by reference in the Registration Statement to such date not more than five business days prior to the date as of when the Registration Statement becomes effective and (iv) consulted with certain officers of the Company responsible for financial and accounting matters as to whether any of the changes or decreases referred to below has occurred, and, based on such procedures, nothing has come to their attention which would cause them to believe that (A) any unaudited financial statements of the Company and its consolidated Subsidiaries included or incorporated by reference in the Registration Statement do not comply as to form in all material respects with the applicable accounting requirements of the Securities Act or the Exchange Act and of the published rules and regulations thereunder; (B) such unaudited financial statements are not fairly presented in all material respects in conformity with generally accepted accounting principles (except as permitted by Form 10-Q of the SEC); (C) as of such date not more than five business days prior to the date as of when the Registration Statement becomes effective, there was, except as set forth in such letter, any (I) change in the capital stock, treasury stock or long-term debt of the Company or its Subsidiaries or (II) any decrease in capital in excess of par value, retained earnings, consolidated net assets, net current assets or investments of the Company in each case as compared with the amounts shown in the most recent balance sheet of the Company included or incorporated by reference in the Registration Statement or (D) for the period from the date of the most recent balance sheet of the Company included or incorporated by reference in the Registration Statement to the end of the month immediately preceding the date as of when the Registration Statement becomes effective, unless the Registration Statement becomes effective within the first ten calendar days of a month, in which case, to the end of the next to last calendar month prior to the calendar month in which the Registration Statement became effective, there were, except as set forth in such letter, any decreases, as compared with the corresponding period in the preceding year, in consolidated revenues or in the total or per share amounts of income before extraordinary items, income before income taxes or net income of the Company.

7.15. Reservation of Shares: Listing of Surviving Common Stock. Prior to the Closing the Purchaser shall reserve for issuance, out of its authorized but unissued Purchaser Common Stock, such number of shares of Purchaser Common Stock (which shall become Surviving Common Stock at the Effective Time) as may be issuable upon consummation of the Merger. The Purchaser will cause to be prepared and submitted to the NYSE a listing application covering the shares of Surviving Common Stock issuable in connection with the

Merger and will use its reasonable best efforts to obtain, prior to the Effective Time, approval for the listing of such shares of Surviving Common Stock upon official notice of issuance.

7.16. Blue Sky Permits. The Purchaser will use its reasonable best efforts to obtain, prior to the effective date of the Registration Statement, all necessary state securities law or "Blue Sky" permits and approvals required to carry out the Merger and the issuance of the Merger Consideration, provided that neither the Purchaser nor the Surviving Corporation shall be required to qualify as a foreign corporation or to consent to the service of process under the laws of any state except Pennsylvania, Maryland, New York and North Carolina.

7.17. Agreement by Affiliates. The Company will cause to be delivered to the Purchaser, at or prior to the Effective Time, a written agreement, in form and substance reasonably satisfactory to the Purchaser, from any Person that counsel for the Company may deem to be an "affiliate" of the Company within the meaning of such term as used in Rule 145 under the Securities Act, to the effect that no disposition of Surviving Common Stock received in the Merger will be made by such Persons except within the limits and in accordance with the applicable provisions of said Rule 145, as amended from time to time, or except in a transaction which, in the opinion of counsel reasonably satisfactory to the Surviving Corporation, is exempt from registration under the Securities Act.

7.18. Shareholder Agreements. The Company will cause to be delivered to the Purchaser, on or prior to the date of filing of the Registration Statement with the SEC, a written agreement, in form and substance reasonably satisfactory to the Purchaser, from shareholders of the Company who, immediately prior to the date of filing of the Registration Statement with the SEC, hold in the aggregate not less than 50% of the outstanding shares of Company Common Stock, pursuant to which such shareholders shall agree for a period of one year from the Closing Date not to sell, transfer or otherwise voluntarily dispose of an aggregate number of shares of Surviving Common Stock received by such shareholders in the Merger which have a value (determined using the Average Market Price) equal to not less than 50% of the aggregate Merger Consideration (assuming for purposes of this Section that there will be no Dissenting Shareholders).

ARTICLE 8

CONDITIONS

8.1. Conditions to Obligation of Each Party to Effect the Merger. The respective obligations of each party to effect the Merger shall be subject to the fulfillment at or prior to the Closing Date of the following conditions:

(a) This Agreement and the Merger shall have been duly approved and adopted by the requisite vote of the shareholders of the Company in accordance with applicable law;

(b) The waiting period (and any extension thereof) applicable to the consummation of the Merger under the HSR Act shall have expired or been terminated;

(c) No law, statute, ordinance, rule, regulation, judgment, decree, order or injunction shall have been promulgated, enacted, entered or enforced by any Governmental Entity which restricts or prohibits the consummation of the Merger and, in any such case, remains in full force and effect on the Closing Date.

(d) The Registration Statement shall have become effective and no stop order suspending the effectiveness of the Registration Statement shall have been issued and no proceedings for that purpose shall have been initiated or threatened by the SEC; and

(e) The NYSE shall have approved the listing, upon official notice of issuance, of the shares of Surviving Common Stock issuable upon consummation of the Merger.

8.2. Additional Conditions to Obligations of the Company. The obligations of the Company to effect the Merger are also subject to the following conditions unless waived by the Company:

(a) The representations and warranties of the Purchaser contained in this Agreement shall be true in all material respects as of the date hereof and (having been deemed to have been made again at and as of the Closing Date) shall be true in all material respects as of the Closing Date (except for such changes therein permitted by this Agreement). The obligations of the Purchaser under this Agreement required to be performed by it at or prior to the Closing Date shall have been duly performed and complied with in all material respects as of the Closing Date. At the Closing Date, the Company shall have received a certificate, dated the Closing Date and duly executed by the President or any Executive Vice President of the Purchaser, to the effect that the conditions set forth in this Section 8.2(a) have been satisfied;

(b) All permits, authorizations, consents and approvals of any Governmental Entity required to be obtained by the Company, any of its Subsidiaries, the Purchaser or any of its Subsidiaries as a condition to the lawful consummation of the Merger which in the aggregate if not obtained, would have a Material Adverse Effect on the Purchaser and its Subsidiaries, taken as a whole, shall have been obtained;

(c) The Company shall have received opinions from Kaye, Scholer, Fierman, Hays & Handler, Mary Patricia Keefe, Esq., counsel to the Purchaser, and such other counsel reasonably satisfactory to the Company, dated the Closing Date substantially in the respective forms of Exhibits A-1, A-2 and A-3 hereto. In rendering such opinions, such counsel may rely, to the extent such counsel deems such reliance necessary or appropriate, upon the opinions of other counsel, in form and substance reasonably satisfactory to the Company, and as to matters of fact upon certificates of government officials and of any officials of the Purchaser or its Subsidiaries and upon such other documents as such counsel deems appropriate, provided that the extent of such reliance is set forth in such opinion; and

(d) No law, statute, ordinance, rule, regulation, judgment, decree, order or injunction shall have been promulgated, enacted, entered or enforced by any Governmental Entity which would have a Material Adverse Effect on the Purchaser and its Subsidiaries taken as a whole and, in any such case, remains in full force and effect.

8.3. Additional Conditions to Obligations of the Purchaser. The obligations of the Purchaser to effect the Merger are also subject to the following conditions unless waived by the Purchaser:

(a) The representations and warranties of the Company contained in this Agreement shall be true in all material respects as of the date hereof and (having been deemed to have been made again at and as of the Closing Date) shall be true in all material respects as of the Closing Date (except for such changes therein permitted by this Agreement). The obligations of the Company under this Agreement required to be performed by the Company at or prior to the Closing Date shall have been duly performed and complied with in all material respects as of the Closing Date. At the Closing Date, the Purchaser shall have received a certificate, dated the Closing Date and duly executed by the President or any Vice President of the Company, to the effect that the conditions set forth in this Section 8.3(a) have been satisfied;

(b) (i) All permits, authorizations, consents and approvals of any Governmental Entity required to be obtained by the Company, any of its Subsidiaries, the Purchaser or any of its Subsidiaries as a condition to the lawful consummation of the transactions contemplated hereby shall have been obtained and (ii) all consents and approvals of each Person whose consent or approval is required pursuant to any agreement or instrument prior to the consummation of the transactions contemplated hereby shall have been obtained, except with respect to the foregoing clauses (i) and (ii), such permits, authorizations, consents and approvals which in the aggregate, if not made or obtained, would not have a Material Adverse Effect on the Purchaser and its Subsidiaries, taken as a whole, or the Company and its Subsidiaries, taken as a whole;

(c) The Purchaser shall have received opinions from Montgomery, McCracken, Walker & Rhoads, counsel to the Company, and such other counsel reasonably satisfactory to the Purchaser, each dated the Closing Date, substantially in the respective forms of Exhibits B-1 through B-5. In rendering such opinions, such counsel may rely, to the extent such counsel deems such reliance necessary or appropriate, upon the opinions of other counsel, in form and substance reasonably satisfactory to the Purchaser, and, as to matters of fact, upon certificates of government officials and of any officials of the Company or its Subsidiaries and such other documents as such counsel may deem appropriate, provided that the extent of such reliance is set forth in such opinion;

(d) The Purchaser shall have received a letter of the Company's independent auditors in form and substance reasonably satisfactory to the Purchaser making the statements required by Section 7.14 on the basis of procedures set forth therein carried out by them not more than five business days prior to the Closing Date;

(e) Holders of less than 5% of the shares of the Company Common Stock shall have exercised their right to dissent and seek appraisal of such shares pursuant to the DGCL; and

(f) No law, statute, ordinance, rule, regulation, judgment, decree, order or injunction shall have been promulgated, enacted, entered or enforced by any Governmental Entity which would have a Material Adverse Effect on (i) the Company and its Subsidiaries taken as a whole or (ii) upon consummation of the Merger and the EGC Merger, on the Surviving Corporation and its Subsidiaries taken as a whole and, in any such case, remains in full force and effect on the Closing Date.

ARTICLE 9

TERMINATION, AMENDMENT AND WAIVER

9.1. Termination. This Agreement may be terminated at any time prior to the Effective Time in accordance with Section 9.2, whether prior to or after approval by the shareholders of the Company:

(a) By mutual consent of the Purchaser and the Company;

(b) By either the Purchaser or the Company if a permanent injunction is entered, enforced or deemed applicable to the Merger which prohibits the consummation of the Merger and all appeals of such injunction shall have been taken and shall have been unsuccessful;

(c) By the Purchaser if a permanent injunction is entered, enforced or deemed applicable to the EGC Merger which prohibits the consummation of the EGC Merger and all appeals of such injunction shall have been taken and shall have been unsuccessful;

(d) By either the Purchaser or the Company if at the Shareholders Meeting (including any adjournment or postponement thereof) called pursuant to Section 7.2 or any successor meeting called for the same purpose, the requisite affirmative approval of the shareholders of the Company shall not have been obtained;

(e) By either the Purchaser or the Company if any Governmental Entity, the consent of which is a condition to the obligations of the parties hereto to consummate the Merger shall have determined not to grant its consent and all appeals of such determination shall have been taken and shall have been unsuccessful;

(f) By the Purchaser if any Governmental Entity, the consent of which is a condition to the obligations of the Surviving Corporation or EGC to consummate the EGC Merger shall have determined not to grant its consent and all appeals of such determination shall have been taken and shall have been unsuccessful; or

(g) By either the Purchaser or the Company if, without fault of such terminating party, the Merger has not been consummated by May 2, 1994.

9.2. Procedure and Effect of Termination. In the event of termination of this Agreement as provided in Section 9.1, notice thereof shall be promptly given by the terminating party to the other parties and thereafter this Agreement shall be of no further force or effect and there shall be no liability on the part of any party with respect thereto except (a) the provisions of this Section 9.2, Sections 7.10, 7.12 and 7.13, clause (c) of Section 10.4 and paragraphs (b) and (c) of Section 6.2 shall survive any such termination; provided, however, that, unless the Purchaser and the Company otherwise agree, paragraphs (b) and (c) of Section 6.2 shall not survive a termination pursuant to Section 9.1(a) if (i) the Company has provided written notice to the Purchaser, prior to any agreement to terminate this Agreement pursuant to Section 9.1(a), of any event for which notice is required pursuant to Section 6.2(a) and any payment obligation pursuant to Section 6.2(b), (ii) the Company has made any and all payments to the Purchaser required pursuant to Section 6.2(b) to be made prior to the date of such termination and (iii) the Company (A) has made any and all payments to the Purchaser required pursuant to Section 6.2(b) to be made subsequent to the date of such termination or (B) has otherwise entered into a written agreement with the Purchaser with respect to the payments referred to in the immediately preceding clause (A) and (b) nothing herein will relieve any party from liability for any willful breach of the covenants and agreements or fraudulent making of any representation or warranty contained herein.

9.3. Amendment. This Agreement may not be amended except by an instrument in writing executed on behalf of each of the parties; provided, however, that after the approval of the Merger by the shareholders of the Company, no amendments may be made which would alter or change (a) the amount or kind of shares, securities, cash, property and/or rights to be received in exchange for or on conversion of all or any of the shares of the Company Common Stock upon consummation of the Merger, (b) any term of the articles of incorporation of the Purchaser or (c) any of the terms and conditions of this Agreement if such alteration or change would adversely affect the holders of any shares of the Company Common Stock.

9.4. Waiver. At any time prior to the Effective Time, the Purchaser, on the one hand, or the Company, on the other hand, may, only by an instrument in writing executed on its behalf, (a) extend the time for the performance of any of the obligations or other acts of the Company or the Purchaser, respectively, or (b) waive compliance with any of the agreements, or breach of any of the representations or warranties, of the Company or the Purchaser, respectively, or, to the extent legally permitted, with any conditions to its own obligations. Any such extension or waiver shall not operate as a waiver of, or estoppel with respect to, any subsequent or other failure of any party to perform its obligation under this Agreement.

ARTICLE 10
GENERAL PROVISIONS

10.1. Representations and Warranties. The respective representations and warranties of the parties contained in this Agreement shall not be deemed waived or otherwise affected by any investigation made by any party. Each and every such representation and warranty shall expire at, and be terminated and extinguished with, the Effective Time and thereafter no party, or any officer, director or employee thereof or of the Surviving Corporation, shall have any liability whatsoever with respect to any such representation or warranty. Notwithstanding anything contained in this Agreement to the contrary, the agreements and covenants contained in Article 3 and Sections 7.3, 7.5, 7.8 (the last sentence only), 7.13, clause (c) of Section 10.4, and Sections 10.5 and 10.6 shall survive (and not be affected in any respect by) the Effective Time. This Section 10.1 shall have no effect upon any other obligation of any party to be performed before or after the Effective Time.

10.2. Notices. All notices and other communications hereunder shall be given by telephone or facsimile transmission and immediately confirmed in writing and shall be deemed given if delivered personally or mailed by registered or certified mail (return receipt requested) or by a nationally recognized overnight delivery service to the parties at the following addresses (or at such other address for a party as shall be specified by like notice; provided that notices of a change of address shall be effective only upon receipt thereof):

(a) If to the Purchaser:

NUI Corporation
550 Route 202-206
P.O. Box 760
Bedminster, New Jersey 07921
(908) 781-0500
Facsimile: (908) 781-0718

Atn: President

With a copy to:

Gary Apfel, Esq.
Kaye, Scholer, Fierman, Hays & Handler
1999 Avenue of the Stars
16th Floor
Los Angeles, California 90067
(310) 788-1040
Facsimile: (310) 788-1202

(b) If to the Company:

Pennsylvania & Southern Gas Company
102 Desmond Street
Sayre, Pennsylvania 18840-2093
(717) 888-6600
Facsimile: (717) 888-0396

Attn: President

With a copy to:

Kathleen O'Brien, Esq.
Montgomery, McCracken, Walker & Rhoads
Three Parkway
20th Floor
Philadelphia, Pennsylvania 19102
(215) 665-7200
Facsimile: (215) 636-9373

10.3. Headings. The headings contained in this Agreement are for reference purposes only and shall not affect in any way the meaning or interpretation of this Agreement.

10.4. Miscellaneous. This Agreement (including the documents and instruments referred to herein) (a) constitutes the entire agreement and supersedes all other prior agreements and undertakings, both written and oral (including the Letter of Intent), between the parties with respect to the subject matter hereof; (b) shall not be assigned by operation of law or otherwise; and (c) shall be governed by the internal laws of the State of New Jersey (regardless of the laws that might otherwise govern under applicable principles of conflicts of law) as to all matters, including as to validity, performance, interpretation, effect and remedies except that the provisions of this Agreement relating to the Merger shall also be governed by Delaware law. This Agreement may be executed in two or more counterparts which together shall constitute a single agreement. Any information disclosed on any Schedule hereto shall be deemed fully disclosed for the purposes of all Schedules hereto.

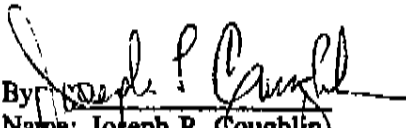
10.5. Third-Party Beneficiaries. This Agreement (including the documents and instruments referred to herein) is not intended to confer upon any other Person any rights or remedies hereunder except that the parties hereto agree and acknowledge that the agreements and covenants contained in Section 7.5, are intended for the direct and irrevocable benefit of each and every employee and officer of the Company and its Subsidiaries (each such Person a "Third-Party Beneficiary"), and that each such Third-Party Beneficiary, although not a party to this Agreement, shall be and is a direct and irrevocable third-party beneficiary of such agreements and covenants and shall have the right to enforce such agreements and covenants against the Surviving Corporation in all respects fully and to the same extent as if such Third-Party Beneficiary were a party hereto.

10.6. Partial Invalidity. Any term or provision of this Agreement that is invalid, illegal or unenforceable in any jurisdiction shall, as to such jurisdiction, be ineffective to the extent of such invalidity, illegality, or unenforceability without rendering invalid or unenforceable the remaining terms and provisions of this Agreement in any other jurisdiction. If any provision of this Agreement is so broad as to be unenforceable, such provision shall be interpreted to be only so broad as is enforceable.

IN WITNESS WHEREOF, the Purchaser and the Company have caused this Agreement to be executed as of the date first written above by their respective officers thereunto duly authorized.

ATTEST:

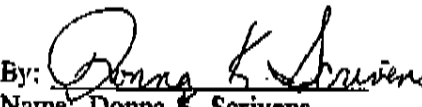
NUI CORPORATION

By: 
Name: Joseph P. Coughlin
Title: Secretary

By: 
Name: John Kean
Title: President

ATTEST:

PENNSYLVANIA & SOUTHERN
GAS COMPANY

By: 
Name: Donna K. Scrivens
Title: Secretary

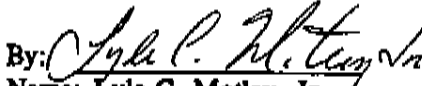
By: 
Name: Lyle C. Motley, Jr.
Title: President and CEO

Exhibit J
ADB

**CERTIFICATE OF AMENDMENT OF
RESTATED CERTIFICATE OF INCORPORATION**

FILED

of

DEC 6 1995
1056887
LONNA R. HOOKS
Secretary of State

NUI CORPORATION

Pursuant to Section 14A: 7-2(4) of the New Jersey
Business Corporation Act

NUI CORPORATION, a corporation organized and existing under the New Jersey Business Corporation Act, in accordance with the provisions of Section 14A:7-2(4) thereof, **DO HEREBY CERTIFY:**

That pursuant to the authority conferred upon the Board of Directors by the Amended and Restated Certificate of Incorporation of the said Corporation, the said Board of Directors on November 28, 1995 adopted the following resolutions creating a series of Preferred Stock designated as Series A Junior Participating Preferred Stock:

RESOLVED, that pursuant to the authority vested in the Board of Directors of this Corporation in accordance with the provisions of its Amended and Restated Certificate of Incorporation, a series of Preferred Stock of the Corporation be and it hereby is created and that the designation and amount thereof and the voting powers, preferences and relative, participating, optional, and other special rights of the shares of such series, and the qualifications, limitations or restrictions thereof are as follows:

Section 1. Designation and Amount. The shares of such series shall be designated as "Series A Junior Participating Preferred Stock" and the number of shares constituting such series shall initially be one hundred thousand (100,000), no par value, such number of shares to be subject to increase or decrease by action of the Board of Directors as evidenced by a certificate of designations.

Section 2. Dividends and Distributions.

(A) Subject to the prior and superior rights of the holders of any shares of any series of Preferred Stock ranking prior and superior to the shares of Series A Junior Participating Preferred Stock with respect to dividends, the holders of shares of Series A Junior Participating Preferred Stock shall be entitled to receive, when, as and if declared by the Board of Directors out of funds legally available for the purpose, quarterly dividends payable in cash on the last day of March, June, September and December in each year (each such date being referred to herein as a "Quarterly Dividend Payment Date"), commencing on the first Quarterly Dividend Payment Date after the first issuance of a share or fraction of a share of Series A Junior Participating Preferred Stock, in an amount per share (rounded to the nearest cent) equal to the greater of (a) \$10 or (b) subject to the provision for adjustment hereinafter set forth, 100 times the aggregate per share amount of all cash dividends, and 100 times the aggregate per share amount (payable in kind) of all non-cash dividends or other distributions other than a dividend payable in shares of Common Stock or a subdivision of the outstanding shares of Common Stock (by

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reclassification or otherwise), declared on the Common Stock, no par value, of the Corporation (the "Common Stock") since the immediately preceding Quarterly Dividend Payment Date, or, with respect to the first Quarterly Dividend payment Date, since the first issuance of any share or fraction of a share of Series A Junior Participating Preferred Stock. In the event the Corporation shall at any time after November 28, 1995 (the "Rights Declaration Date") (i) declare any dividend on Common Stock payable in shares of Common Stock, (ii) subdivide the outstanding Common Stock, or (iii) combine the outstanding Common Stock into a smaller number of shares, then in each such case the amount to which holders of shares of Series A Junior Participating Preferred Stock were entitled immediately prior to such event under clause (b) of the preceding sentence shall be adjusted by multiplying such amount by a fraction the numerator of which is the number of shares of Common Stock outstanding immediately after such event and the denominator of which is the number of shares of Common Stock that were outstanding immediately prior to such event.

(B) The Corporation shall declare a dividend or distribution on the Series A Junior Participating Preferred Stock as provided in paragraph (A) above immediately after it declares a dividend or distribution on the Common Stock (other than a dividend payable in shares of Common Stock); provided that, in the event no dividend or distribution shall have been declared on the Common Stock during the period between any quarterly Dividend Payment Date and the next subsequent quarterly Dividend Payment Date, a dividend of \$10 per share on the Series A Junior Participating Preferred Stock shall nevertheless be payable on such subsequent Quarterly Dividend Payment Date.

(C) Dividends shall begin to accrue and be cumulative on outstanding shares of Series A Junior Participating Preferred Stock from the Quarterly Dividend Payment Date next preceding the date of issue of such shares of Series A Junior Participating Preferred Stock, unless the date of issue of such share is prior to the record date for the first Quarterly Dividend Payment Date, in which case dividends on such shares shall begin to accrue from the date of issue of such shares, or unless the date of issue is a Quarterly Dividend Payment Date or is a date after the record date for the determination of holders of shares of Series A Junior Participating Preferred Stock entitled to receive a Quarterly Dividend and before such Quarterly Dividend Payment Date, in either of which events such dividends shall begin to accrue and be cumulative from such quarterly Dividend Payment Date. Accrued but unpaid dividends shall not bear interest. Dividends paid on the shares of Series A Junior Participating Preferred Stock in an amount less than the total amount of such dividends at the time accrued and payable on such shares shall be allocated pro rata on a share-by-share basis among all such shares at the time outstanding. The Board of Directors may fix a record date for the determination of holders of shares of Series A Junior Participating Preferred Stock entitled to receive payment of a dividend or distribution declared thereon, which record date shall be no more than 30 days prior to the date fixed for the payment thereof.

Section 3. Voting Rights. The holders of shares of Series A Junior Participating Preferred Stock shall have the following voting rights:

(A) Subject to the provision for adjustment hereinafter set forth, each share of Series A Junior Participating Preferred Stock shall entitle the holder thereof to 100 votes on all matters submitted to a vote of the stockholders of the Corporation. In the event the corporation shall at any time after the Rights Declaration Date (i) declare any dividend on Common Stock payable in shares of Common stock, (ii) subdivide the outstanding Common Stock, or (iii) combine the outstanding Common Stock into a smaller number of shares, then in each such case the number of votes per share to which holders of shares of Series A Junior Participating Preferred Stock were entitled immediately prior to such event shall be adjusted by multiplying such number by a fraction the numerator of which is the number of shares of

Common Stock outstanding immediately after such event and the denominator of which is the number of shares of Common Stock that were outstanding immediately prior to such event.

(B) Except as otherwise provided herein or by law, the holders of shares of Series A Junior Participating Preferred Stock and the holders of shares of Common Stock shall vote together as one class on all matters submitted to a vote of stockholders of the Corporation.

(C) (i) If at any time dividends on any Series A Junior Participating Preferred Stock shall be in arrears in an amount equal to six (6) quarterly dividends thereon, the occurrence of such contingency shall mark the beginning of a period (herein called a "default period") which shall extend until such time when all accrued and unpaid dividends for all previous quarterly dividend periods and for the current quarterly dividend period on all shares of Series A Junior Participating Preferred Stock then outstanding shall have been declared and paid or set apart for payment. During each default period, all holders of Preferred Stock (including holders of the Series A Junior Participating Preferred Stock) with dividends in arrears in an amount equal to (6) quarterly dividends thereon, voting as a class, irrespective of series, shall have the right to elect two (2) Directors.

(ii) During any default period, such voting right of the holders of Series A Junior Participating Preferred Stock may be exercised initially at a special meeting called pursuant to subparagraph (iii) of this Section 3(C) or at any annual meeting of stockholders, and thereafter at annual meetings of stockholders, provided that neither such voting right nor the right of the holders of any other series of Preferred Stock, if any, to increase, in certain cases, the authorized number of Directors shall be exercised unless the holders of ten percent in number of shares of Preferred Stock outstanding shall be present in person or by proxy. The absence of a quorum of the holders of Common Stock shall not affect the exercise by the holders of Preferred Stock of such voting right. At any meeting at which the holders of Preferred Stock shall exercise such voting right initially during an existing default period, they shall have the right, voting as a class, to fill such vacancies, if any, in the Board of Directors as may then exist up to two (2) Directors or, if such right is exercised at an annual meeting, to elect two (2) Directors. If the number which may be so elected at any special meeting does not amount to the required number, the holders of the Preferred Stock shall have the right to make such increase in the number of Directors as shall be necessary to permit the election by them of the required number. After the holders of the Preferred Stock shall have exercised their right to elect Directors in any default period and during the continuance of such period, the number of Directors shall not be increased or decreased except by vote of the holders of Preferred Stock as herein provided or pursuant to the rights of any equity securities ranking senior to or pari passu with the Series A Junior Participating Preferred Stock.

(iii) Unless the holders of Preferred Stock shall, during an existing default period, have previously exercised their right to elect Directors, the Board of Directors may order, or any stockholder or stockholders owning in the aggregate not less than ten percent (10%) of the total number of shares of Preferred Stock outstanding, irrespective of series, may request, the calling of a special meeting of the holders of Preferred Stock, which meeting shall thereupon be called by the Chairman of the Board, the President or the Secretary of the Corporation. Notice of such meeting and of any annual meeting at which holders of Preferred Stock are entitled to vote pursuant to this paragraph (C)(iii) shall be given to each holder of record of Preferred Stock by mailing a copy of such notice to him at his last address as the same appears on the books of the

Corporation. Such meeting shall be called for a time not earlier than 10 days and not later than 60 days after such order or request, such meeting may be called on similar notice by any stockholder or stockholders owning in the aggregate not less than ten percent (10%) of the total number of shares of Preferred Stock outstanding. Notwithstanding the provisions of this paragraph (C)(iii), no such special meeting shall be called during the period within 60 days immediately preceding the date fixed for the next annual meeting of the stockholders.

(iv) In any default period, the holders of Common Stock, and other classes of stock of the Corporation if applicable, shall continue to be entitled to elect the whole number of Directors until the holders of Preferred Stock shall have exercised their right to elect two (2) Directors voting as a class, after the exercise of which right (x) the Directors so elected by the holders of Preferred Stock shall continue in office until their successors shall have been elected by such holders or until the expiration of the default period, and (y) any vacancy in the Board of Directors may (except as provided in paragraph (C)(ii) of this Section 3) be filled by vote of a majority of the remaining Directors theretofore elected by the holders of the class of stock which elected the Director whose office shall have become vacant. References in this paragraph (C) to Directors elected by the holders of a particular class of stock shall include Directors elected by such Directors to fill vacancies as provided in clause (y) of the foregoing sentence.

(v) Immediately upon the expiration of a default period, (x) the right of the holders of Preferred Stock as a class to elect Directors shall cease, (y) the term of any Directors elected by the holders of Preferred Stock as a class shall terminate, and (z) the number of Directors shall be such number as may be provided for in the Restated Certificate of Incorporation or by-laws irrespective of any increase made pursuant to the provisions of paragraph (C)(ii) of this Section 3 (such number being subject, however, to change thereafter in any manner provided by law or in the Restated Certificate of Incorporation or by-laws). Any vacancies in the Board of Directors effected by the provisions of clauses (y) and (z) in the preceding sentence may be filled by a majority of the remaining Directors.

(D) Except as set forth herein, holders of Series A Junior Participating Preferred Stock shall have no special voting rights and their consent shall not be required (except to the extent they are entitled to vote with holders of Common Stock as set forth herein) for taking any corporate action.

Section 4. Certain Restrictions.

(A) Whenever quarterly dividends or other dividends or distributions payable on the Series A Junior Participating Preferred Stock as provided in Section 2 are in arrears, thereafter and until all accrued and unpaid dividends and distributions, whether or not declared, on shares of Series A Junior Participating Preferred Stock outstanding shall have been paid in full, the Corporation shall not:

(i) declare or pay dividends on, make any other distributions on, or redeem or purchase or otherwise acquire for consideration any shares of stock ranking junior (either as to dividends or upon liquidation, dissolution or winding up) to the Series A Junior Participating Preferred Stock;

(ii) declare or pay dividends on or make any other distributions on any shares of stock ranking on a parity (either as to dividends or upon liquidation, dissolution or winding up) with the Series A Junior Participating Preferred Stock, except dividends paid ratably on the Series

A Junior Participating Preferred Stock and all such parity stock on which dividends are payable or in arrears in proportion to the total amounts to which the holders of all such shares are then entitled;

(iii) redeem or purchase or otherwise acquire for consideration shares of any stock ranking on a parity (either as to dividends or upon liquidation, dissolution or winding up) with the Series A Junior Participating Preferred Stock, provided that the Corporation may at any time redeem, purchase or otherwise acquire shares of any such parity stock in exchange for shares of any stock of the Corporation ranking junior (either as to dividends or upon dissolution, liquidation or winding up) to the Series A Junior Participating Preferred Stock; or

(iv) purchase or otherwise acquire for consideration any shares of Series A Junior Participating Preferred Stock, or any shares of stock ranking on a parity with the Series A Junior Participating Preferred Stock, except in accordance with a purchase offer made in writing or by publication (as determined by the Board of Directors) to all holders of such shares upon such terms as the Board of Directors, after consideration of the respective annual dividend rates and other relative rights and preferences of the respective series and classes, shall determine in good faith will result in fair and equitable treatment among the respective series or classes.

(B) The Corporation shall not permit any subsidiary of the Corporation to purchase or otherwise acquire for consideration any shares of stock of the Corporation unless the Corporation could, under paragraph (A) of this Section 4, purchase or otherwise acquire such shares at such time and in such manner.

Section 5. Reacquired Shares. Any shares of Series A Junior Participating Preferred Stock purchased or otherwise acquired by the Corporation in any manner whatsoever shall be retired and cancelled promptly after the acquisition thereof. All such shares upon their cancellation become authorized but unissued shares of Preferred Stock and may be reissued as part of a new series of Preferred Stock to be created by resolution or resolutions of the Board of Directors, subject to the conditions and restrictions on issuance set forth herein.

Section 6. Liquidation, Dissolution or Winding Up. (A) Upon any liquidation (voluntary or otherwise), dissolution or winding up of the Corporation, no distribution shall be made to the holders of shares of stock ranking junior (either as to dividends or upon liquidation, dissolution or winding up) to the Series A Junior Participating Preferred Stock unless, prior thereto, the holders of shares of Series A Junior Participating Preferred Stock shall have received \$100 per share, plus an amount equal to accrued and unpaid dividends and distributions thereon, whether or not declared, to the date of such payment (the "Series A Liquidation Preference"). Following the payment of the full amount of the Series A Liquidation Preference, no additional distributions shall be made to the holders of shares of Series A Junior Participating Preferred Stock unless, prior thereto, the holders of shares of Common Stock shall have received an amount per share (the "Common Adjustment") equal to the quotient obtained by dividing (i) the Series A Liquidation Preference by (ii) 100 (as appropriately adjusted as set forth in subparagraph C below to reflect such events as stock splits, stock dividends and recapitalizations with respect to the Common Stock) (such number in clause (ii), the "Adjustment Number"). Following the payment of the full amount of the Series A Liquidation Preference and the Common Adjustment in respect of all outstanding shares of Series A Junior Participating Preferred Stock and Common Stock, respectively, holders of Series A Junior Participating Preferred Stock and holders of shares of Common Stock shall receive their ratable and proportionate share of the remaining assets to be distributed in the

ratio of the Adjustment Number to 1 with respect to such Preferred Stock and Common Stock, on a per share basis, respectively.

(B) In the event, however, that there are not sufficient assets available to permit payment in full of the Series A Liquidation Preference and the liquidation preferences of all other series of preferred stock, if any, which rank on a parity with the Series A Junior Participating Preferred Stock, then such remaining assets shall be distributed ratably to the holders of such parity shares in proportion to their respective liquidation preferences. In the event, however, that there are not sufficient assets available to permit payment in full of the Common Adjustment, then such remaining assets shall be distributed ratably to the holders of Common Stock.

(C) In the event the Corporation shall at any time after the Rights Declaration Date (i) declare any dividend on Common Stock payable in shares of Common Stock, (ii) subdivide the outstanding Common Stock, or (iii) combine the outstanding Common Stock into a smaller number of shares, then in each such case the Adjustment Number in effect immediately prior to such event shall be adjusted by multiplying such Adjustment Number by a fraction the numerator of which is the number of shares of Common Stock outstanding immediately after such event and the denominator of which is the number of shares of Common Stock that were outstanding immediately prior to such event.

Section 7. Consolidation, Merger, etc. In case the Corporation shall enter into any consolidation, merger, combination or other transaction in which the shares of Common Stock are exchanged for or changed into other stock or securities, cash and/or any other property, then in any such case the shares of Series A Junior Participating Preferred Stock shall at the same time be similarly exchanged or changed in an amount per share (subject to the provision for adjustment hereinafter set forth) equal to 100 times the aggregate amount of stock, securities, cash and/or any other property (payable in kind), as the case may be, into which or for which each share of Common Stock is changed or exchanged. In the event the Corporation shall at any time after the Rights Declaration Date (i) declare any dividend on Common Stock payable in shares of Common Stock, (ii) subdivide the outstanding Common Stock, or (iii) combine the outstanding Common Stock into a smaller number of shares, then in each such case the amount set forth in the preceding sentence with respect to the exchange or change of shares of Series A Junior Participating Preferred Stock shall be adjusted by multiplying such amount by a fraction the numerator of which is the number of shares of Common Stock outstanding immediately after such event and the denominator of which is the number of shares of Common Stock that were outstanding immediately prior to such event.

Section 8. No Redemption. The shares of Series A Junior Participating Preferred Stock shall not be redeemable.

Section 9. Ranking. The Series A Junior Participating Preferred Stock shall rank junior to all other series of the Corporation's Preferred Stock as to the payment of dividends and the distribution of assets, unless the terms of any such series shall provide otherwise.

Section 10. Amendment. The Restated Certificate of Incorporation of the Corporation shall not be further amended in any manner which would materially alter or change the powers, preferences or special rights of the Series A Junior Participating Preferred Stock so as to affect them adversely without the affirmative vote of the holders of two-thirds (2/3) or more of the outstanding shares of Series A Junior Participating Preferred Stock, voting separately as a class.

Section 8. No Redemption. The shares of Series A Junior Participating Preferred Stock shall not be redeemable.

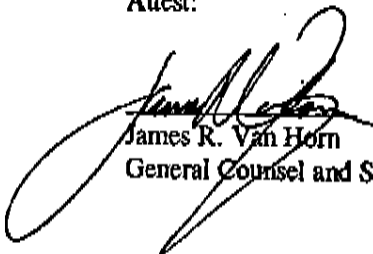
Section 9. Ranking. The Series A Junior Participating Preferred Stock shall rank junior to all other series of the Corporation's Preferred Stock as to the payment of dividends and the distribution of assets, unless the terms of any such series shall provide otherwise.

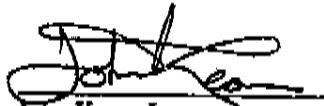
Section 10. Amendment. The Restated Certificate of Incorporation of the Corporation shall not be further amended in any manner which would materially alter or change the powers, preferences or special rights of the Series A Junior Participating Preferred Stock so as to affect them adversely without the affirmative vote of the holders of two-thirds (2/3) or more of the outstanding shares of Series A Junior Participating Preferred Stock, voting separately as a class.

Section 11. Fractional Shares. Series A Junior Participating Preferred Stock may be issued in fractions of a share which shall entitle the holder, in proportion to such holder's fractional shares, to exercise voting rights, receive dividends, participate in distributions and to have the benefit of all other rights of holders of Series A Junior Participating Preferred Stock.

IN WITNESS WHEREOF, we have executed and subscribed this Certificate and do affirm the foregoing as true under the penalties of perjury this 1st day of December, 1995.

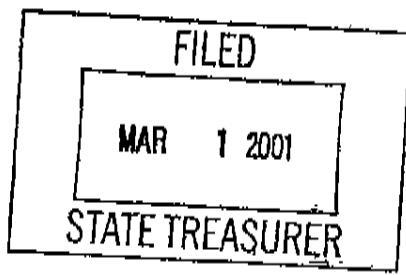
Attest:


James R. Van Horn
General Counsel and Secretary


John Kean, Jr.
President and Chief Executive Officer

CGN

CERTIFICATE OF AMENDMENT
OF
RESTATED CERTIFICATE OF INCORPORATION
OF
NUI CORPORATION



Pursuant to Section 14A:9-2(4) of the New Jersey Business Corporation Act

NUI CORPORATION, a corporation organized and existing under the New Jersey Business Corporation Act (the "Corporation"), in accordance with the provisions of Section 14A:9-2(4) thereof, DOES HEREBY CERTIFY:

FIRST: The name of the Corporation is NUI Corporation.

SECOND: The change to the Certificate of Incorporation of the Corporation set forth below was adopted by the Corporation's shareholders at the 2000 Annual Meeting of Shareholders held on March 27, 2000:

VOTED: that the Certificate of Incorporation of the Corporation be amended to change the name of the Corporation to NUI Utilities, Inc.

THIRD: At the Annual Meeting of Shareholders held on March 27, 2000, the total number of shares entitled to vote on the amendment was 12,807,111 shares of common stock, no par value.

FOURTH: The number of shares voting for and against such amendment was as follows:

<u>Number of Shares Voting For Amendment</u>	<u>Number of Shares Voting Against Amendment</u>
<u>8,595,769</u>	<u>153,863</u>

FIFTH: This amendment shall become effective on March 1, 2001, at 4:30 p.m.

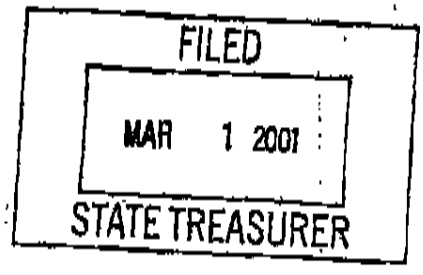
Date: March 1, 2001

NUI Corporation
By:
Name: John Kean, Jr.
Title: President

642-0837500 FROM

Exhibit J
AMC

CERTIFICATE OF EXCHANGE
OF
NUI CORPORATION
AND
NUI HOLDING COMPANY



Pursuant to Section 14A:10-13 of the New Jersey Business Corporation Act

NUI Corporation and NUI Holding Company file this Certificate of Exchange in relation to the Agreement and Plan of Exchange ("Exchange Agreement"), dated as of March 1, 2001, between NUI Corporation, a New Jersey corporation (the "Company") and NUI Holding Company, a New Jersey corporation ("NUI Holding Co.").

FIRST: The name of the acquired corporation is NUI Corporation. The name of the acquiring corporation is NUI Holding Company.

SECOND: The plan of exchange is incorporated in the Exchange Agreement, which is attached as Exhibit A.

THIRD: The Board of Directors of the Company approved the Exchange Agreement on March 23, 1999. The Board of Directors of NUI Holding Co. approved the Exchange Agreement on March 1, 2001.

FOURTH: The shareholders of the Company approved the Exchange Agreement on March 27, 2000 at the 2000 Annual Meeting of Shareholders. The shareholders of NUI Holding Co. approved the Exchange Agreement on March 1, 2001.

FIFTH: There were 12,807,111 shares of the Company's common stock, no par value, entitled to vote on adoption of the Exchange Agreement. Of these shares, the number voting for and against adoption of the Exchange Agreement was as follows:

<u>Number of Shares Voting For Adoption</u>	<u>Number of Shares Voting Against Adoption</u>
8,595,769	153,867

SIXTH: The boards of directors of the Company and NUI Holding Co. each approved the Exchange Agreement.

NYD 480569

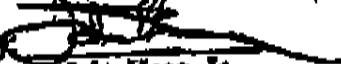
(THU) E. 11:01 11:19/ST. 11:18/NO. 4860240651 P 3

6420837500


FROM

SEVENTH: The share exchange pursuant to this Certificate of Exchange shall be effective on March 1, 2001 at 4:30 p.m.

Date: March 1, 2001

NUI Corporation
By: 
Name: John Kean, Jr.
Title: President

Date: March 1, 2001

NUI Holding Company
By: 
Name: John Kean, Jr.
Title: President

(THU) 3. 1. 01 11:19/RT. 11:18/NO. 4860250651 P 4

FROM

AGREEMENT AND PLAN OF EXCHANGE

This AGREEMENT AND PLAN OF EXCHANGE (this "Agreement"), dated as of March 1, 2001, is between NUI CORPORATION, a New Jersey corporation (the "Company"), the company whose shares will be acquired pursuant to the Exchange described herein, and NUI Holding Company, a New Jersey corporation ("NUI Holding Co."), the acquiring company. The Company and NUI Holding Co. are hereinafter referred to, collectively, as the "Companies."

WITNESSETH:

WHEREAS, the authorized capital stock of the Company consists of (a) 30,000,000 shares of Common Stock, without par value ("Company Common Stock"), of which 13,122,429 shares are issued and outstanding, and (b) 5,000,000 shares of Preferred Stock, par value, of which no shares are issued and outstanding; the number of shares of Company Common Stock being subject to increase to the extent that shares reserved for issuance are issued prior to the Effective Time, as hereinafter defined;

WHEREAS, NUI Holding Co. is a wholly owned subsidiary of the Company with authorized capital stock consisting of (a) 30 million shares of Common Stock, without par value ("NUI Holding Co. Common Stock"), of which 100 shares are issued and outstanding and owned of record by the Company and (b) 5 million shares of Preferred Stock, without par value ("NUI Holding Co. Preferred Stock"), of which no shares are issued and outstanding;

WHEREAS, the Boards of Directors of the respective Companies deem it desirable and in the best interests of the Companies and the shareholders of the Company that each share of Company Common Stock be exchanged for a share of NUI Holding Co. Common Stock with the result that NUI Holding Co. becomes the owner of all outstanding Company Common Stock and that each holder of Company Common Stock becomes the owner of an equal number of shares of NUI Holding Co. Common Stock, all on the terms and conditions hereinafter set forth; and

WHEREAS, the Boards of Directors of the Companies have each approved and adopted this Agreement and the Board of Directors of the Company has recommended that its shareholders approve this Agreement pursuant to the New Jersey Business Corporation Act (the "Act") and the shareholders have approved this Agreement;

NUI 440974V1 89938 00304

... 10.5 'E (NHL)

WHEREAS, the parties hereto agree that at the Effective Time (as hereinafter defined) each share of Company Common Stock issued and outstanding immediately prior to the Effective Time will be exchanged for one share of NUI Holding Co. Common Stock (the "Exchange");

WHEREAS, for U.S. federal income tax purposes, it is intended that the Exchange will constitute a transaction described in section 331 of the Internal Revenue Code of 1986, as amended (the "Code");

NOW, THEREFORE, in consideration of the premises, and of the agreements, covenants and conditions hereafter contained in this Agreement, the parties agree as follows:

ARTICLE I

This Agreement was approved by the shareholders of the Company entitled to vote with respect thereto for approval as provided by the Act

ARTICLE II

Subject to the satisfaction of the terms and conditions set forth in this Agreement and to the provisions of Article VI, NUI Holding Co. agrees to file with the Secretary of State of the State of New Jersey (the "Secretary of State") a Certificate of Share Exchange (the "Certificate") with respect to the Exchange, and the Exchange shall take effect upon the effective date as specified in the Certificate (the "Effective Time").

ARTICLE III

A. At the Effective Time:

- (1) each share of Company Common Stock issued and outstanding immediately prior to the Effective Time shall be automatically exchanged for one share of NUI Holding Co. Common Stock, which shares shall thereupon be fully paid and non-assessable;
- (2) NUI Holding Co. shall acquire and become the owner and holder of each issued and outstanding share of Company Common Stock so exchanged;
- (3) each share of NUI Holding Co. Common Stock issued and outstanding immediately prior to the Effective Time shall be canceled and shall thereupon constitute an authorized and unissued share of NUI Holding Co. Common Stock;

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6 19902440651 P (THU) 9 11:20/ST. 11:18/NO. 48602440651

FROM

Exchange will be treated as a transaction described in Section 351 of the Code. In rendering such opinion, LeBoeuf shall be entitled to rely upon customary assumptions and representations of the Company and NUJ Holding Company that are in form and substance reasonably satisfactory to LeBoeuf.

ARTICLE V

Following the Effective Time, each outstanding certificate which, immediately prior to the Effective Time, represented Company Common Stock shall be deemed and treated for all corporate purposes to represent the ownership of the same number of shares of NUJ Holding Co. Common Stock. The holders of Company Common Stock at the Effective Time shall have no right to have their shares of Company Common Stock transferred on the stock transfer books of the Company, and such stock transfer books shall be deemed to be closed for this purpose at the Effective Time.

ARTICLE VI

This Agreement may be amended, modified or supplemented, or compliance with any provision or condition hereof may be waived, at any time, by the mutual consent of the Boards of Directors of the Company and of NUJ Holding Co.; provided, however, that no such amendment, modification, supplement or waiver shall be made or effected, if such amendment, modification, supplement or waiver would, in the judgment of the Board of Directors of the Company, materially and adversely affect the shareholders of the Company.

Notwithstanding shareholder approval of this Agreement, this Agreement may be terminated and the Exchange and related transactions abandoned at any time prior to the time the Certificate is filed with the Secretary of State, if the Board of Directors of the Company determines, in its sole discretion, that consummation of the Exchange would be inadvisable or not in the best interests of the Company or its shareholders.

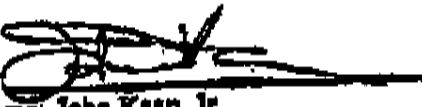
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FROM

IN WITNESS WHEREOF, each of the Company and NUI Holding Co., pursuant to authorization and approval given by its Board of Directors, has caused this Agreement to be executed as of the date first above written.

NUI CORPORATION

By: 
Name: John Kaur, Jr.
Title: President

NUI HOLDING COMPANY

By: 
Name: John Kaur, Jr.
Title: President

NEW 480274V1 486020651

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6 & 159020651 ON/01:11:18/02:11 10.1 'E (OHL)

FROM

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Exhibit J
PAGE 3/4

FILED

DEC 8 2003

State Treasurer

**CERTIFICATE OF AMENDMENT
OF
AMENDED AND RESTATED CERTIFICATE OF INCORPORATION
OF NUI UTILITIES, INC.**

Pursuant to Section 14A:9-2(4) of the New Jersey Business Corporation Act

NUI UTILITIES, INC., a corporation organized and existing under the New Jersey Business Corporation Act (the "Corporation"), in accordance with the provisions of Section 14A:9-2(4) thereof, DOES HEREBY CERTIFY:

FIRST: The name of the Corporation is NUI Utilities, Inc.

SECOND: The change to the Amended and Restated Certificate of Incorporation of the Corporation set forth below was adopted by the Corporation's sole shareholder at the Special Meeting of the Sole Shareholder held on November 24, 2003:

Article VII (a) of the Amended and Restated Certificate of Incorporation of the Corporation is hereby deleted in its entirety and is replaced as follows:

"Except as otherwise fixed pursuant to Article VI relating to the rights of the holders of any class or series of preferred stock having a preference over the common stock as to dividends or upon liquidation, or to elect additional Directors under specified circumstances, the Board of Directors shall consist of at least six (6) and no more than twenty-five (25) persons; provided, however, that the authorized number of Directors may be changed to any number between six (6) and twenty five (25) from time to time exclusively by the Board of Directors pursuant to a resolution adopted by a majority of the total number of authorized Directors (whether or not there exist any vacancies in previously authorized directorships at the time any such resolution is presented to the Board for adoption)."

THIRD: At the Special Meeting of the Sole Shareholder held on November 24, 2003, the total number of shares entitled to vote on the amendment was 12,807,111 shares of common stock, no par value.

FOURTH: The number of shares voting for and against such amendment was as follows:

<u>Number of Shares Voting For Amendment</u>	<u>Number of Shares Voting Against Amendment</u>
12,807,111	0

12/2/2003 11:31 AM CJC
NEW YORK COUNTY OF JAMES J. DOUGHERTY

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Exhibit J
PAGE 4/4

FIFTH: This amendment shall become effective on November 24, 2003.

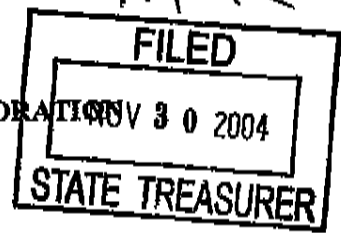
Date: December 2, 2003

NUI UTILITIES, INC

By: Mary Patricia Keefe
Name: Mary Patricia Keefe
Title: Vice President & Corporate Secretary

AKIC

**CERTIFICATE OF AMENDMENT
OF
AMENDED AND RESTATED CERTIFICATE OF INCORPORATION
OF NUI UTILITIES, INC.**



Pursuant to Section 14A:9-2(4) of the New Jersey Business Corporation Act:

NUI UTILITIES, INC., a corporation organized and existing under the New Jersey Business Corporation Act (the "Corporation"), in accordance with the provisions of Section 14A:9-2(4) thereof, DOES HEREBY CERTIFY:

FIRST: The name of the Corporation is NUI Utilities, Inc.

SECOND: The changes to the Amended and Restated Certificate of Incorporation of the Corporation set forth below were adopted by the Corporation's sole shareholder by the Action of the Sole Shareholder by Unanimous Written Consent in Lieu of Meeting dated November 30, 2004:

Article VII of the Amended and Restated Certificate of Incorporation of the Corporation is hereby deleted in its entirety and is replaced as follows:

"Except as otherwise fixed pursuant to Article VI relating to the rights of the holders of any class or series of preferred stock having a preference over the common stock as to dividends or upon liquidation, or to elect additional Directors under specified circumstances, the Board of Directors shall consist of one or more persons as determined in accordance with the Bylaws of the Company."

THIRD: The number of shares entitled to vote on the amendment was 12,807,111.

FOURTH: The number of shares voting for and against such amendment was as follows:

Number of Shares Voting
For Amendment

Number of Shares Voting
Against Amendment

12,807,111

0

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J2816663

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FIFTH: This amendment shall become effective on November 30, 2004.

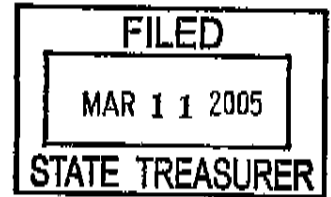
NUI UTILITIES, INC.

By: *Kevin P. Madden*
Kevin P. Madden
Chairman of the Board of Directors

Exhibit J

CGN

CERTIFICATE OF AMENDMENT
TO THE
AMENDED AND RESTATED CERTIFICATE OF INCORPORATION
OF
NUI UTILITIES, INC.



Pursuant to Section 14A:9-4(3) of the New Jersey Business Corporation Act, NUI Utilities, Inc. executes the following Certificate of Amendment.

1. The name of the corporation is NUI Utilities, Inc. (the "Company").
2. The Amended and Restated Certificate of Incorporation of the Company is amended by deleting Article I in its entirety and replacing it with a new Article I to read as follows:

"ARTICLE I.

The name of the Company is Pivotal Utility Holdings, Inc."

3. The amendment was adopted by the sole shareholder of the Company on March 1, 2005.
4. The Company has 12,807,111 shares outstanding and entitled to vote on the amendment, all of which voted for the amendment.

[Signature appears on the following page]

6420837500

S1526096
J2889/35

NUI UTILITIES, INC.

Date: March 11, 2005

By: Myra Coleman
Myra Coleman
Corporate Secretary

STATE OF NEW JERSEY
DEPARTMENT OF TREASURY
FILING CERTIFICATION (CERTIFIED COPY)

PIVOTAL UTILITY HOLDINGS, INC.

*I, the Treasurer of the State of New Jersey,
do hereby certify, that the above named business
did file and record in this department the below
listed document(s) and that the foregoing is a
true copy of the
Certificate Of Incorporation
Amendments
Name Changes
Corrections
Restated
And Mergers
as the same is taken from and compared with the
original(s) filed in this office on the date set
forth on each instrument and now remaining on file
and of record in my office.*

IN TESTIMONY WHEREOF, I have
hereunto set my hand and
affixed my Official Seal
at Trenton, this
18th day of April, 2005



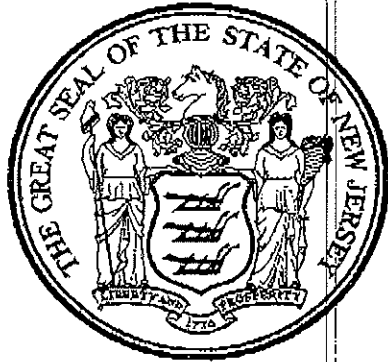
A handwritten signature in cursive script, appearing to read "John E. McCormac".

John E McCormac, CPA
State Treasurer

STATE OF NEW JERSEY
DEPARTMENT OF TREASURY
FILING CERTIFICATION (CERTIFIED COPY)

ETG ACQUISITION CORP.
0101046208

*I, the Treasurer of the State of New Jersey,
do hereby certify, that the above named business
did file and record in this department a
Certificate of Amendment on November 16th, 2017
and that the attached is a true copy of this
document as the same is taken from and compared
with the original(s) filed in this office and now
remaining on file and of record.*



Certificate Number: 140066614

Verify this certificate online at

https://www1.state.nj.us/TYTR_SstandingCert/ISP/Verify_Cert.jsp

*IN TESTIMONY WHEREOF, I have
hereunto set my hand and affixed
my Official Seal at Trenton, this
17th day of November, 2017*

*Ford M Scudder
State Treasurer*

Nov. 16. 2017 4:12PM

C-102 Rev. 3/2013

New Jersey Division of Revenue & Enterprise Services

CERTIFICATE OF AMENDMENT TO THE CERTIFICATE OF INCORPORATION BY THE INCORPORATOR(S)

(For Use by Domestic Profit and Nonprofit Corporations)

To file electronically:

- 1. Enter the information requested below and sign by typing your name in the signature field. The form can only be filled in using the free Adobe Acrobat Reader 9.1 or greater. (See the pages following this form for field by field instructions, and notes on delivery and processing of work requests.)
- 2. Click the "Add Attachments" button to add attachments if required (Check the field by field instructions to see if you must include an attachment(s)).
- 3. After the form has been filled in properly, please save a copy to your computer so that you can upload the form to the State of New Jersey Division of Revenue & Enterprise Services Central Forms Repository Web application by following the instructions in the next step.
- 4. Click the "Open the Central Forms Repository Home Page to start the Form Submission Process" button at the bottom of the form. (This action will launch the State of New Jersey Division of Revenue & Enterprise Services Central Forms Repository Web application. If you have not created an account in the application, you will need to do so before using the online Web application. Once your account is created, please login to the application and follow the instructions for submitting your form and payment online.)

Check Appropriate Statute:

N.J.S.A. 14A:9-1 et seq. New Jersey Profit Corporation Act (File in Duplicate)

N.J.S.A. 15A:9-1 et seq. New Jersey Nonprofit Corporation Act (File in Triplicate)

CGN

The Undersigned Incorporator(s), for the purpose of amending the original Certificate of Incorporation, does (do) hereby execute the following Certificate of Amendment, pursuant to the provisions of the appropriate Statute, checked above, of the New Jersey Statutes.

1. Name of Corporation: Scarlet Acquisition Corp.

2. Corporation number: 0101046208

3. Article I of the Certificate of Incorporation is hereby amended to read as follows:

FILED
NOV 16 2017
STATE TREASURER

The name of the corporation (the "Corporation") is ETG Acquisition Corp.

0101046208

4. The foregoing amendment was adopted by the unanimous consent of the Incorporator(s) before the organization meeting of the first Board of Directors/Trustees.

5. Other provisions:

Signature: [Signature] Anthony Sotomayor

Date: 11.16.17

By clicking the checkbox, I have read and certify it was signed.

Signature: _____

Date: _____

By clicking the checkbox, I have read and certify it was signed.

Signature: _____

Date: _____

By clicking the checkbox, I have read and certify it was signed.

Signature: _____

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By clicking the checkbox, I have read and certify it was signed.

Signature: _____

Date: _____

By clicking the checkbox, I have read and certify it was signed.

Signature: _____

Date: _____

By clicking the checkbox, I have read and certify it was signed.

Add Attachments	Open the Central Forms Repository Home Page to start the Form Submission Process
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CERTIFICATE OF INCORPORATION
OF
SCARLET ACQUISITION CORP.



ARTICLE I

Name

0101046208

The name of the corporation (the "Corporation") is Scarlet Acquisition Corp.

ARTICLE II

Purpose

The purpose of the Corporation is to engage in any lawful act or activity for which corporations may be organized under the New Jersey Business Corporation Act.

ARTICLE III

Authorized Capital Stock

The Corporation shall be authorized to issue one class of stock to be designated Common Stock; the total number of shares which the Corporation shall have authority to issue is 1,000, and each such share shall have a par value of \$0.001.

ARTICLE IV

Registered Office and Agent

The address of the Corporation's initial registered office is Princeton South Corporate Center, Suite 160, 100 Charles Ewing Blvd, Ewing, New Jersey 08628; the name of the Corporation's initial registered agent at that address is Corporation Service Company.

ARTICLE V

First Board of Directors

The first board of directors will consist of two persons whose names and addresses are as follows:

Steven Cocchi, 1 South Jersey Plaza, Folsom, New Jersey 08037

Steve Clark, 1 South Jersey Plaza, Folsom, New Jersey 08037

ARTICLE VI

Indemnification

Every person who is or was a director or officer of the Corporation shall be indemnified by the Corporation to the fullest extent allowed by law, including the indemnification permitted by N.J.S. 14A:3-5(8). During the pendency of a proceeding, the Corporation shall advance expenses, from time to time, as they are incurred, to any such person, subject to receipt by the Corporation of an undertaking by that person as required by law.

ARTICLE VII

Personal Liability of Directors and Officers

A director or an officer of the Corporation shall not be personally liable to the Corporation or its shareholders for the breach of any duty owed to the Corporation or its shareholders except to the extent that an exemption from personal liability is not permitted by the New Jersey Business Corporation Act.

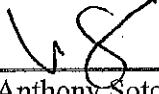
ARTICLE VIII

Incorporator

The name and address of the incorporator of the Corporation is as follows:

Anthony Sotomayor
c/o Gibson, Dunn & Crutcher LLP
200 Park Avenue
New York, New York 10166

IN WITNESS WHEREOF, the undersigned has signed this Certificate of Incorporation on this 16th day of October, 2017.

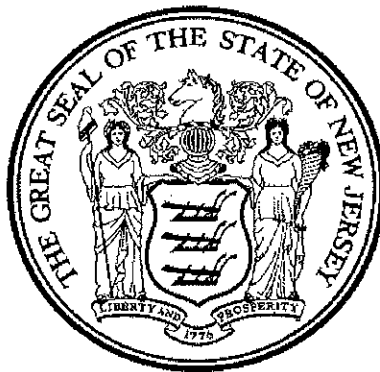


Anthony Sotomayor, Incorporator

STATE OF NEW JERSEY
DEPARTMENT OF TREASURY
FILING CERTIFICATION (CERTIFIED COPY)

SCARLET ACQUISITION CORP.
0101046208

*I, the Treasurer of the State of New Jersey,
do hereby certify, that the above named business
did file and record in this department a
Certificate of Incorporation on October 16th, 2017
and that the attached is a true copy of this
document as the same is taken from and compared
with the original(s) filed in this office and now
remaining on file and of record.*



Certificate Number: 139988408

Verify this certificate online at

https://www1.state.nj.us/TYTR_StandingCert/JSP/Verify_Cert.jsp

*IN TESTIMONY WHEREOF, I have
hereunto set my hand and affixed
my Official Seal at Trenton, this
17th day of October, 2017*

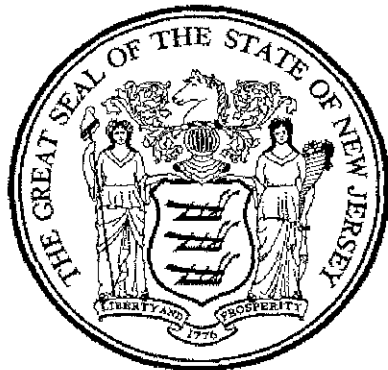
A handwritten signature in black ink, appearing to read "Ford M. Scudder".

Ford M Scudder
State Treasurer

STATE OF NEW JERSEY
DEPARTMENT OF THE TREASURY
CERTIFICATE RELATIVE TO CORPORATE FILING

SOUTH JERSEY GAS COMPANY
0002023000

I, the Treasurer of the State of New Jersey, do hereby certify that the above named business did on January 10, 1921, file and record in this department a certificate of Incorporation as by the statutes of this state required.



IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my Official Seal at Trenton, this 25th day of June, 2012

*Andrew P Sidamon-Eristoff
State Treasurer*

Certificate Number: 125268408

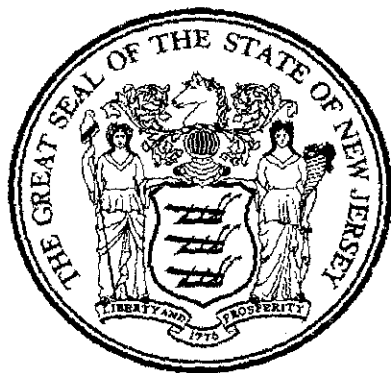
Verify this certificate online at

https://www1.state.nj.us/TYTR_StandingCert/JSP/Verify_Cert.jsp

STATE OF NEW JERSEY
DEPARTMENT OF THE TREASURY
FILING CERTIFICATION (CERTIFIED COPY)

SOUTH JERSEY GAS COMPANY
0002023000

I, the Treasurer of the State of New Jersey, do hereby certify, that the above named business did file and record in this department the below listed document(s) and that the foregoing is a true copy of the Certificate of Amendment as the same is taken from and compared with the original(s) filed in this office on the date set forth on each instrument and now remaining on file and of record in my office.



IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my Official Seal at Trenton, this 25th day of June, 2012

*Andrew P Sidamon-Eristoff
State Treasurer*

Certificate Number: 125268248

Verify this certificate online at

https://www1.state.nj.us/TYTR_StandingCert/JSP/Verify_Cert.jsp

~~Handwritten signature~~

X 13447

CERTIFICATE OF AMENDMENT
of
ATLANTIC CITY GAS COMPANY.

Dated, *May 28*, 1931.

FILED AND RECORDED
JUN 2 - 1931
SECRETARY OF STATE
[Signature]

Recorded in Book _____
of Corporations _____
Page _____

ATLANTIC CITY GAS COMPANY
CERTIFICATE OF AMENDMENT.

ATLANTIC CITY GAS COMPANY, a corporation of the State of New Jersey, does hereby CERTIFY:

1. The principal office of the corporation is at No. 80 Park Place, in the City of Newark, County of Essex and State of New Jersey, and the name of the agent therein and in charge thereof upon whom process against this corporation may be served is Charles M. Breder.

2. The Board of Directors of said corporation, at a meeting duly convened and held on the twenty-first day of May, A.D. nineteen hundred and thirty-one, duly passed and adopted a resolution, a true copy of which is as follows:

"The Board of Directors of Atlantic City Gas Company, a corporation of New Jersey, on this twenty-first day of May, A.D. nineteen hundred and thirty-one, do hereby resolve and declare that it is advisable that the authorized common capital stock of this corporation be increased from fifty thousand (50,000) shares without nominal or par value to one hundred thousand (100,000) shares without nominal or par value, and to that end and for that purpose that Article VI of the certificate of incorporation, the same being an agreement of consolidation and merger filed in the Office of the Secretary of State on April eighteenth, one thousand nine hundred and twenty-seven, be amended to read as follows:

'ARTICLE VI.

'The consolidated corporation is authorized to issue capital stock to the extent of Two Million Dollars (\$2,000,000) of seven per cent. (7%) cumulative preferred stock divided into twenty thousand (20,000)

shares of the par value of One Hundred Dollars (\$100) each, and one hundred thousand (100,000) shares of common stock, without nominal or par value. All or any part of the shares of common stock without nominal or par value may be issued by the corporation from time to time and for such consideration as may be determined upon and fixed from time to time by the Board of Directors. The holders of the preferred stock shall be entitled to receive cumulative dividends from and after the date of issue thereof at the rate of seven per cent. (7%) per annum and no more, payable quarterly on the first day of January, April, July and October of each year. No dividends shall be declared or paid at any time upon any shares of the common stock of the corporation, unless and until all dividends upon the preferred stock when accumulated and accrued have been declared and have been paid in full, or a sum sufficient for payment thereof shall have been set aside for that purpose from the corporation's surplus or net profits. The corporation may, on any quarterly dividend date, at its option, call and redeem all of the outstanding preferred stock at the rate of one hundred and three per cent. (103%) of the par value thereof, together with all accumulated or accrued and unpaid dividends to the date fixed for such redemption, having first given twenty (20) days' notice of such call and redemption by mail to each holder of record, at his post-office address appearing upon the books of the corporation. Upon the day fixed for such redemption payment shall be made to the holders of record, at the office of the corporation, in the City of Newark, upon presentation and surrender of their stock certificates, duly endorsed for transfer. In any application which

shall be made of the funds and assets of the corporation, or any part thereof, to the redemption or repayment of its shares of capital stock (other than by call as aforesaid), or in distribution on account thereof, whether voluntary or involuntary, the holders of the preferred stock shall be entitled to be paid in full from the assets of the corporation the par value of their shares and all accumulated or accrued and unpaid dividends thereon before any payment shall be made to the holders of common stock, and thereafter, but not otherwise, the remaining assets of the corporation shall be distributed pro rata among the holders of the then outstanding common stock. The holders of the preferred stock shall have no voting power, the entire voting power being vested in the holders of the common stock. The holders of preferred stock waive all right to subscribe to any subsequent issues of stock, preferred or common, now or hereafter authorized."

And hereby call a meeting of the stockholders, to be held at the office of the corporation in the City of Newark on the twenty-seventh day of May, A.D. nineteen hundred and thirty-one, at ten A.M. to take action upon the above resolution."

3. Said Atlantic City Gas Company has increased its capital stock and amended its said certificate of incorporation, said increase and amendments having been declared by a resolution of the Board of Directors of said corporation (above recited) to be advisable and having been duly and regularly assented to by the vote of two-thirds in interest of each class of stockholders having voting powers at a meeting duly called by the Board of Directors for that purpose.

IN WITNESS WHEREOF, said corporation has made this certificate under its seal and the hands of its President and

Secretary, the 28th day of May, A.D.
one thousand nine hundred and thirty-one.

Handwritten initials and scribbles on the left margin.

Chester Grey.
President.

Frederick Breda
Secretary.

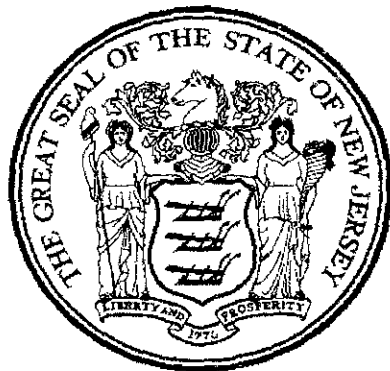
ATTEST:

Handwritten signature
Secretary.

STATE OF NEW JERSEY
DEPARTMENT OF THE TREASURY
FILING CERTIFICATION (CERTIFIED COPY)

SOUTH JERSEY GAS COMPANY
0002023000

*I, the Treasurer of the State of New Jersey,
do hereby certify, that the above named business
did file and record in this department the below
listed document(s) and that the foregoing is a
true copy of the
Certificate of Amendment
as the same is taken from and compared with the
original(s) filed in this office on the date set
forth on each instrument and now remaining on file
and of record in my office.*



Certificate Number: 125268248

Verify this certificate online at

https://www1.state.nj.us/TYTR_StandingCert/JSP/Verify_Cert.jsp

*IN TESTIMONY WHEREOF, I have
hereunto set my hand and affixed
my Official Seal at Trenton, this
25th day of June, 2012*

Andrew P Sidamon-Eristoff
State Treasurer

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X 13409 ~~FILE~~

AGREEMENT OF MERGER

ATLANTIC CITY GAS COMPANY

and

PEOPLES GAS COMPANY

DATED:

FILED AND RECORDED

APR 7 - 1947

Leopold March
SECRETARY OF STATE

Recorded in book
Page _____ of Corporations

13409

AGREEMENT OF MERGER
ATLANTIC CITY GAS COMPANY
and
PEOPLES GAS COMPANY

THIS AGREEMENT, made this ^{19th} day of *September*, A.D., One thousand nine hundred and forty-six, between the Directors of PEOPLES GAS COMPANY, a corporation organized and existing under the Laws of the State of New Jersey, party of the first part, and the Directors of ATLANTIC CITY GAS COMPANY, a corporation organized and existing under the Laws of the State of New Jersey, party of the second part, under the corporate seals of each of said corporations, for and on behalf of each of said corporations, and in accordance with the provisions of the act entitled "An Act concerning corporations (Revision of 1896)", approved April 31st, 1896, and the amendments thereof and supplements thereto (Chap. 12 of Title 14 of Revised Statutes).

WHEREAS, each of the said corporations parties hereto are duly organized for the carrying on of a business of the same or a similar nature and the respective Boards of Directors of each of the parties hereto deem it advisable to merge the party of the first part into the party of the second part upon the terms and conditions hereinafter set forth;

NOW, THEREFORE, in consideration of the premises and the mutual agreements, covenants, provisions and grants herein made, it is hereby agreed by and between the said Directors of each of the parties hereto, for and in behalf of their respective corporations, parties hereto, as follows:

ARTICLE I.

On this agreement becoming effective the party of the first part is merged into the party of the second part, and said party of the second part, ATLANTIC CITY GAS COMPANY, is to continue and remain a corporation fully possessed of all and singular the property, powers and authority owned or possessed by it and by the said party of the first part at the time this agreement becomes effective, all as provided by the statute in such case made and provided; no new corporation being hereby formed but the party of the first part being absorbed by and merged into the party of the second part.

ARTICLE II.

Before this agreement becomes effective it must be adopted by the stockholders of each of the parties hereto, in accordance with the provisions of the statute in such case made and provided; must be approved by the Board of Public Utility Commissioners of the State of New Jersey and the Securities and Exchange Commission.

ARTICLE III.

The principal office of each of the parties hereto is at No. 80 Park Place, in the City of Newark, County of Essex and State of New Jersey, and the agent therein and in charge thereof upon whom process against each of the parties hereto may be served is WILLIAM H. FEILER; after this agreement becomes effective the principal office of

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(3)

Atlantic City Gas Company, party of the second part, will remain at No. 80 Park Place, in the City of Newark, County of Essex and State of New Jersey, and the agent therein and in charge thereof upon whom process against Atlantic City Gas Company, party of the second part, may be served is WILLIAM E. FELLER.

ARTICLE IV.

The board of Directors of Atlantic City Gas Company, party of the second part, shall, upon this agreement becoming effective, consist of eight members (subject to change or alteration as in the statute provided) and the names and places of residence of the said Directors and the Officers of said company, who shall hold office until the third Monday in April in the year One thousand nine hundred and forty-seven, and until their successors are elected or appointed and qualify, are as follows:

<u>DIRECTORS</u>	<u>PLACE OF RESIDENCE</u>
George E. Blake,	Llewellyn Park, West Orange, New Jersey,
Percy B. Young,	97 Warren Place, Montclair, New Jersey,
Franklyn Heydecke,	10 Glen Ridge Parkway, Montclair, New Jersey,
Henry P.J. Steinmetz,	45 North Crescent, Maplewood, New Jersey,
Frederick A. Lydecker,	48 Lincoln Street, Glen Ridge, New Jersey,
John L. Conover,	1261 Robert Street, Hillside, New Jersey,
Earl Smith,	30 North Granville Avenue, Margate City, New Jersey,
Earl J. Menerey,	1115 Boulevard, Pitman, New Jersey.

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(3)

Atlantic City Gas Company, party of the second part, will remain at No. 80 Park Place, in the City of Newark, County of Essex and State of New Jersey, and the agent therein and in charge thereof upon whom process against Atlantic City Gas Company, party of the second part, may be served is WILLIAM H. FELLER.

ARTICLE IV.

The Board of Directors of Atlantic City Gas Company, party of the second part, shall, upon this agreement becoming effective, consist of eight members (subject to change or alteration as in the statute provided) and the names and places of residence of the said Directors and the Officers of said company, who shall hold office until the third Monday in April in the year One thousand nine hundred and forty-seven, and until their successors are elected or appointed and qualify, are as follows:

<u>DIRECTORS</u>	<u>PLACE OF RESIDENCE</u>
George H. Blake,	Llewellyn Park, West Orange, New Jersey,
Fercy S. Young,	97 Warren Place, Montclair, New Jersey,
Franklyn Heydecke,	10 Glen Ridge Parkway, Montclair, New Jersey,
Henry P.J. Steinmetz,	45 North Crescent, Maplewood, New Jersey,
Frederick A. Lydecker,	48 Lincoln Street, Glen Ridge, New Jersey,
John L. Conover,	1261 Robert Street, Hillside, New Jersey,
Earl Smith,	30 North Granville Avenue, Margate City, New Jersey,
Earl J. Menerey,	1115 Boulevard, Pitman, New Jersey.

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OFFICERS

President.

George H. Blake, Llewellyn Park, West Orange,
New Jersey.

Vice-Presidents.

Earl Smith, 30 North Granville Avenue,
Margate City, New Jersey,

Earl J. Menerey, 1115 Boulevard, Pitman,
New Jersey,

Franklyn Heydecke, 10 Glen Ridge Parkway,
Montclair, New Jersey.

Secretary.

William H. Feller, 733 Summit Street, Linden,
New Jersey.

Assistant Secretary.

William T. Crudge, 17 Sutton Place, Verona,
New Jersey.

Treasurer.

T. Wilson Van Middlesworth, 264 Grant Avenue,
Highland Park, New Jersey.

Assistant Treasurers.

Frederick A. Neis, 16 Park Place, Newark,
New Jersey,

Elmer W. Dickson, 443 Walton Road, Maplewood,
New Jersey.

ARTICLE V.

1. The authorized capital stock of Atlantic City Gas Company, party of the second part, will be 2,000,000 shares of Common Stock of the par value of \$5 each, of which 550,319 shares will be presently issued in conversion of the stock of the parties hereto, as herein-after provided.

2. The stocks of the parties hereto presently issued and outstanding are owned by Public Service

Corporation of New Jersey and 8,820 shares of 7% Cumulative Preferred Stock of the par value of \$100 each, and 57,000 shares of Common Stock, without nominal or par value, of Atlantic City Gas Company, party of the second part, and 58,375 shares of Common Stock, without nominal or par value of Peoples Gas Company, party of the first part, are hereby converted into 550,319 shares of the par value of \$5 of the Common Stock of this Company and the outstanding stocks of the parties hereto as of the time of this agreement becoming effective shall be cancelled and be void and of no effect, excepting for the purpose of exchange as herein provided for.

ARTICLE VI.

The By-Laws of Atlantic City Gas Company, party of the second part, shall continue until changed, altered or amended to be the By-Laws of Atlantic City Gas Company after this agreement becomes effective, except to the extent that the number of directors therein provided for, shall be changed as hereinbefore provided, from seven to eight members.

IN WITNESS WHEREOF, the said corporations, parties to this agreement, in pursuance of resolutions passed by the respective Boards of Directors thereof, have caused their respective corporate seals to be hereunto affixed and these presents to be signed by their respective Presidents or Vice-Presidents and attested by their respective Secretaries or Assistant

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(6)

Secretaries, and the said Directors of each of said corporations have also duly signed these presents, all as of the day and year first above written.

PEOPLES GAS COMPANY,

(SEAL)

By Earl J. Menerey
(Earl J. Menerey)
President.

Attest:

William T. Crudge
(William T. Crudge)
Assistant Secretary.

George H. Blake
(George H. Blake)

Harvey S. Young
(Harvey S. Young)

Franklyn Heydecke
(Franklyn Heydecke)

Henry P. J. Steinmetz
(Henry P. J. Steinmetz)

Frederick A. Lydecker
(Frederick A. Lydecker)

John L. Conover
(John L. Conover)

Earl J. Menerey
(Earl J. Menerey)

DIRECTORS of
PEOPLES GAS COMPANY.

ATLANTIC CITY GAS COMPANY,

(SEAL)

By Earl Smith
(Earl Smith)
President.

Attest:

William H. Feller
(William H. Feller)
Secretary.

(7)

George H. Blake
(George H. Blake)

Percy S. Young
(Percy S. Young)

Franklyn Heydecke
(Franklyn Heydecke)

Henry J. Steinmetz
(Henry J. Steinmetz)

Frederick A. Lydecker
(Frederick A. Lydecker)

John E. Conover
(John E. Conover)

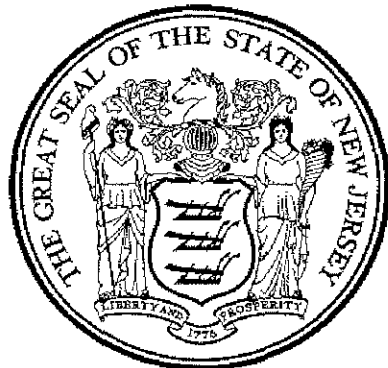
Carl Smith
(Carl Smith)

DIRECTORS of
ATLANTIC COAST GAS COMPANY.

STATE OF NEW JERSEY
DEPARTMENT OF THE TREASURY
FILING CERTIFICATION (CERTIFIED COPY)

SOUTH JERSEY GAS COMPANY
0002023000

*I, the Treasurer of the State of New Jersey,
do hereby certify, that the above named business
did file and record in this department the below
listed document(s) and that the foregoing is a
true copy of the
Certificate of Name Change
as the same is taken from and compared with the
original(s) filed in this office on the date set
forth on each instrument and now remaining on file
and of record in my office.*



*IN TESTIMONY WHEREOF, I have
hereunto set my hand and affixed
my Official Seal at Trenton, this
25th day of June, 2012*

*Andrew P Sidamon-Eristoff
State Treasurer*

Certificate Number: 125268446

Verify this certificate online at

https://www1.state.nj.us/TYTR_StandingCert/JSP/Verify_Cert.jsp

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~~1111~~

CERTIFICATE OF CHANGE OF NAME

OF

ATLANTIC CITY GAS COMPANY

DATED:

FILED AND RECORDED

MAY 5 - 1947

Henry March
SECRETARY OF STATE

Recorded in book _____
Page _____ of Corporations

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CERTIFICATE OF CHANGE OF NAME

of

ATLANTIC CITY GAS COMPANY

The location of the principal office in this State is at No. 80 Park Place, in the City of Newark, County of Essex.

The name of the Agent therein and in charge thereof upon whom process against this Corporation may be served is WILLIAM H. FELLER.

RESOLUTION OF DIRECTORS

"RESOLVED, that the Board of Directors of this Company do hereby declare that it is advisable that the name of this Company shall be changed to SOUTH JERSEY GAS COMPANY, and do hereby call a meeting of the stockholders, to be held at the Company's office, No. 80 Park Place, in the City of Newark, County of Essex and State of New Jersey, on the twenty eighth day of April, 1947, at 10:00 A.M., to take action upon the above resolution."

CERTIFICATE OF CHANGE

Atlantic City Gas Company, a corporation of New Jersey, doth HEREBY CERTIFY that it has changed its name to SOUTH JERSEY GAS COMPANY, said change in name having been declared by resolution of the Board of Directors of said Corporation to be advisable and having been duly and regularly assented to by the vote of two-thirds in interest of the stockholders having voting powers at a meeting duly

called by the Board of Directors for that purpose.

IN WITNESS WHEREOF, said Corporation has made this Certificate under its seal and the hands of its President and Secretary the 28th day of April, A.D. Nineteen hundred and forty-seven.

George H. Blake
(George H. Blake)
President

William H. Feller
(William H. Feller)
Secretary

ATTEST:

William H. Feller
(William H. Feller)
Secretary.

STATE OF NEW JERSEY
DEPARTMENT OF THE TREASURY
FILING CERTIFICATION (CERTIFIED COPY)

SOUTH JERSEY GAS COMPANY
0002023000

*I, the Treasurer of the State of New Jersey,
do hereby certify, that the above named business
did file and record in this department the below
listed document(s) and that the foregoing is a
true copy of the
Certificate of Amendment
as the same is taken from and compared with the
original(s) filed in this office on the date set
forth on each instrument and now remaining on file
and of record in my office.*



Certificate Number: 125268248

Verify this certificate online at

https://www1.state.nj.us/TYTR_StandingCert/JSP/Verify_Cert.jsp

*IN TESTIMONY WHEREOF, I have
hereunto set my hand and affixed
my Official Seal at Trenton, this
25th day of June, 2012*

*Andrew P Sidamon-Eristoff
State Treasurer*

CERTIFICATE OF AMENDMENT
OF

~~INCORPORATION OF~~
CERTIFICATE OF
INCORPORATION OF
SOUTH JERSEY GAS COMPANY.

X 13409

Dated: April 22, 1952.

FILED AND RECORDED
APR 28 1952
Deputy Marshal
TREASURY OF STATE

Recorded in book
Page _____
of Corporations

COLE AND COLE
COUNSELLORS AT LAW
ATLANTIC CITY, N. J.

CERTIFICATE OF AMENDMENT OF CERTIFICATE OF INCORPORATION
OF
SOUTH JERSEY GAS COMPANY.

SOUTH JERSEY GAS COMPANY, a corporation existing under and by virtue of the Laws of the State of New Jersey and being a public utility corporation as defined by N.J.S. Title 48:2-13, by its President and Secretary DOES HEREBY CERTIFY:

I. That the principal office of the Company is at #2001 Atlantic Avenue, in Atlantic City, N. J. and that the agent therein in charge thereof and upon whom process against the Corporation may be served is William A. Gemmel.

II. That the Board of Directors of said Corporation, at a meeting duly convened and held on the 21st day of February, 1952, passed Resolutions declaring that the changes and amendments in the Certificate of Incorporation hereinafter set forth, are advisable, and calling a meeting of the stockholders to take action thereon.

III. That copies of said Resolutions of the Board of Directors is hereto appended.

IV. That thereafter, on the 22nd day of April, 1952, pursuant to such call of the Board of Directors, a meeting of the stockholders of the Company was held, at which meeting more than two-thirds in interest of each class of stockholders having voting powers were present in person or represented by proxy, and that more than two-thirds in interest of each class of stockholders having voting powers voted in favor of such changes and amendments, such changes and amendments being as follows:

The Certificate of Incorporation was amended by adding Article VII, reading as follows:

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"ARTICLE VII. At all elections of the directors of this corporation each stockholder shall be entitled to as many votes as shall equal the number of his shares of stock, multiplied by the number of directors to be elected, and he may cast all of such votes for a single director, or may distribute them among the number to be voted for, or any two or more of them, as he may see fit."

The Certificate of Incorporation was further amended by adding Article VIII, reading as follows:

"ARTICLE VIII. No holder of shares of stock of any class of the corporation shall be entitled as of right to subscribe for, purchase, or receive any part of any new or additional issue of any class of stock of the corporation or any bonds, debentures, or other securities convertible into any such stock; provided, however, that the corporation shall not issue for cash any shares of common stock or securities convertible into common stock, in any manner other than by a public offering by competitive bidding or by an offering to or through underwriters or investment bankers who shall have agreed to make a public offering thereof promptly, without first offering the same to the holders of common stock then outstanding."

V. That at said meeting of the stockholders the foregoing amendments were assented to in writing by more than two-thirds in interest of each class of the stockholders having voting powers, which said written assent is hereto appended.

VI. That 550,319 shares of common capital stock of said Corporation are issued and outstanding.

IN WITNESS WHEREOF, the said South Jersey Gas Company has caused this Certificate to be signed by its President and its Secretary, and its corporate seal to be hereto affixed this 22nd day of April, 1952.

SOUTH JERSEY GAS COMPANY

By

Earl Smith
Earl Smith, President

Attest:

William A. Gemmel
William A. Gemmel, Secretary.

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STATE OF NEW JERSEY)
) SS
COUNTY OF ATLANTIC)

BE IT REMEMBERED, that on this 22nd day of April, 1952, before me, the subscriber, a Notary Public of the State of New Jersey, personally appeared William A. Gemmel, Secretary of South Jersey Gas Company, the public utility corporation mentioned in and which executed the foregoing certificate, who, being by me duly sworn on his oath says, that he is such secretary and that the seal affixed to the said Certificate is the corporate seal of said corporation, the same being well known to him; that Earl Smith is President and signed said Certificate and affixed said seal thereto and delivered said Certificate by authority of the Board of Directors and with the assent of two-thirds in interest of each class of stockholders having voting powers, and and for his voluntary act and deed and the voluntary act and deed of said corporation in the presence of deponent who thereupon subscribed his name thereto as witness.

And he further says that the resolutions of the Board of Directors referred to in the said Certificate, true copies of which are appended to said Certificate, were adopted at a meeting of said Board of Directors duly convened and held on the 21st day of February, 1952.

And he further says that the written assent of stockholders appended to the foregoing Certificate is signed by more than two-thirds in interest of each class of stockholders having voting powers, either in person or by their severally constituted attorneys-in-fact thereunto duly authorized in writing.

Sworn and subscribed to)
the day and year aforesaid)

Theresa W. Spoth
Theresa W. Spoth
Notary Public of New Jersey

William A. Gemmel
William A. Gemmel

RESOLVED, that it is advisable to amend the Certificate of Incorporation by adding Article VII, reading as follows:

ARTICLE VII. At all elections of the directors of this corporation each stockholder shall be entitled to as many votes as shall equal the number of his shares of stock, multiplied by the number of directors to be elected, and he may cast all of such votes for a single director, or may distribute them among the number to be voted for, or any two or more of them, as he may see fit.

RESOLVED, that it is advisable to amend the Certificate of Incorporation by adding Article VIII, reading as follows:

ARTICLE VIII. No holder of shares of stock of any class of the corporation shall be entitled as of right to subscribe for, purchase, or receive any part of any new or additional issue of any class of stock of the corporation or any bonds, debentures, or other securities convertible into any such stock; provided, however, that the corporation shall not issue for cash any shares of common stock or securities convertible into common stock, in any manner other than by a public offering by competitive bidding or by an offering to or through underwriters or investment bankers who shall have agreed to make a public offering thereof promptly, without first offering the same to the holders of common stock then outstanding.

BE IT FURTHER RESOLVED that a meeting of the stockholders to take action upon the foregoing resolutions be called to be held at the principal office of the Company at #2001 Atlantic Avenue, in Atlantic City, N. J. on the 22nd day of April, 1952, at 12 o'clock noon.

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changes and amendments.

Witness our hands this 22nd day of April, A.D. 1952.

NAMES

NUMBER OF SHARES

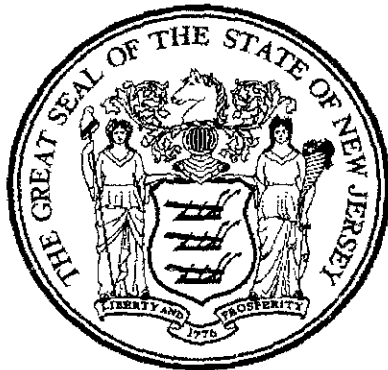
<u>Meredith L. Abbott</u> Meredith L. Abbott	<u>1117</u>
<u>Paul L. Aiken</u> Paul L. Aiken	<u>1203</u>
<u>J. Howard Buzby</u> J. Howard Buzby	<u>50</u>
<u>Albert W. Conover</u> Albert W. Conover	<u>3300</u>
<u>Park W. Haverstick</u> Park W. Haverstick	<u>450</u>
<u>E. Carey Kennedy</u> E. Carey Kennedy	<u>1</u>
<u>Earl J. Menerey</u> Earl J. Menerey	<u>1000</u>
<u>Harry T. Sickler</u> Harry T. Sickler	<u>251</u>
<u>Earl Smith</u> Earl Smith	<u>323</u>
<u>Maurice Y. Cole</u> Maurice Y. Cole	<u>102</u>
The United Corporation By <u>E. Carey Kennedy</u> E. Carey Kennedy Vice-Pres.	<u>154251</u>
	For Resolution No. 1 <u>281816</u>
<u>Earl Smith</u> Earl Smith	For Resolution No. 2 <u>281142</u>
<u>Vernon F. Stanton</u> Vernon F. Stanton	
<u>William A. Gemmel</u> William A. Gemmel	

ATTORNEYS AND PROXIES FOR STOCKHOLDERS.

STATE OF NEW JERSEY
DEPARTMENT OF THE TREASURY
FILING CERTIFICATION (CERTIFIED COPY)

SOUTH JERSEY GAS COMPANY
0002023000

I, the Treasurer of the State of New Jersey, do hereby certify, that the above named business did file and record in this department the below listed document(s) and that the foregoing is a true copy of the Certificate of Amendment as the same is taken from and compared with the original(s) filed in this office on the date set forth on each instrument and now remaining on file and of record in my office.



IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my Official Seal at Trenton, this 25th day of June, 2012

*Andrew P Sidamon-Eristoff
State Treasurer*

Certificate Number: 125268248

Verify this certificate online at

https://www1.state.nj.us/TYTR_StandingCert/ISP/Verify_Cert.jsp

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FILED

JUL 7 - 1965

Robert M. Talley
ACTING SECRETARY OF STATE

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CERTIFYING COPY

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A. M. ...
C. ...

SOUTH JERSEY GAS COMPANY

CERTIFICATE OF AMENDMENT

OF

CERTIFICATE OF INCORPORATION

SOUTH JERSEY GAS COMPANY, a corporation existing under and by virtue of the Laws of the State of New Jersey (hereinafter called the "Corporation") and being a public utility corporation as defined by Section 48:2-13 of the Revised Statutes of New Jersey, by its President and Secretary DOES HEREBY CERTIFY:

I. That the principal office of the Corporation is at 2001 Atlantic Avenue, in Atlantic City, New Jersey and that the agent therein in charge thereof and upon whom process against the Corporation may be served is E. S. Keepers, Jr.

II. That the Board of Directors of the Corporation, at a meeting duly convened and held on May 20, 1965, duly adopted a resolution declaring it advisable that the Certificate of Incorporation of the Corporation as heretofore amended be further amended to make the changes and amendments which are hereinafter set forth in Paragraph IV hereof, and providing that such changes and amendments be submitted to a vote of the stockholders of the Corporation at a special meeting of stockholders to be held on July 7, 1965 and calling such meeting of the stockholders to take action thereon.

III. That no other resolutions were adopted by the Board of Directors of the Corporation changing, altering or modifying the resolution adopted by the Board of Directors at the meeting thereof held May 20, 1965 which sets forth such changes and amendments to the Certificate of Incorporation of the Corporation.

IV. That thereafter, on July 7, 1965, pursuant to the call of the Board of Directors, a special meeting of the stockholders of the Corporation was held, at which meeting more than two-thirds in interest of each class of stockholders having voting power were present in person or represented by proxy, and that more than two-thirds in interest of each class of stockholders having voting power voted in favor of the changes and amendments hereinafter set forth:

The Certificate of Incorporation, as amended, is hereby further amended by striking out in its entirety paragraph 1 of ARTICLE V of the Certificate of Incorporation, as amended, and substituting the following in lieu thereof:

ARTICLE V

The authorized capital stock of the Corporation is four million one hundred thousand (4,100,000) shares, of which one hundred thousand (100,000) shares are Cumulative Preferred Stock of the par value of one hundred dollars (\$100) per share (hereinafter called "Preferred Stock"), and four million shares (4,000,000) are Common Stock of the par value of two dollars and fifty cents (\$2.50) per share. One million three hundred two thousand sixteen (1,302,016) shares of such Common Stock heretofore issued are presently outstanding. The remaining shares of said Common Stock may be issued by the Corporation from time to time and for such consideration or purpose as may be from time to time determined upon and fixed by the Board of Directors, as provided by law.

The designations, preferences, relative, participating, optional and other special rights, qualifications, limitations and restrictions of the shares of the capital stock of this Corporation shall be as follows or as determined in accordance with the following provisions:

Division A—The Preferred Stock*Section 1. Issue in Series.*

(A) The Corporation may, by resolution of its Board of Directors at any time or from time to time, within the then total authorized amount of the Preferred Stock, create and issue one or more series of the Preferred Stock and fix the designations, descriptions and terms of any such series in the respects in which the shares thereof may vary from the shares of other series of the Preferred Stock as hereinafter provided, fix the authorized amount of any series and increase or decrease such authorized amount from time to time, and establish or re-establish any unissued shares of the Preferred Stock as shares of any series or as authorized Preferred Stock which is not part of an existing series.

(B) The shares of the Preferred Stock may be divided into and issued in series, from time to time, as herein provided, each of such series to be distinctively designated. All shares of the Preferred Stock of all series shall be of equal rank and all shares of any particular series of the Preferred Stock shall be identical except as to the date or dates from which dividends thereon shall be cumulative as provided in Section 2 of this Division A. The shares of the Preferred Stock of different series, subject to any applicable provision of law, may vary as to the following terms, which shall be fixed in the case of each series, at any time prior to the issuance of the shares thereof, in the resolutions of the Board of Directors providing for the creation of such series:

(i) The annual dividend rate (within such limits as shall be permitted by law) for the particular series and the date from which dividends shall be initially cumulative on all shares of such series;

(ii) The terms, including the redemption price or prices, on which the particular series may be redeemed;

(iii) The amount or amounts per share for the particular series payable to the holders thereof upon any voluntary or involuntary liquidation, dissolution or winding up of the affairs

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of the Corporation, which may be different for voluntary and involuntary liquidation, dissolution or winding up;

(iv) The terms and amount of the sinking fund or purchase fund, if any, provided for the redemption or purchase of shares of the particular series; and

(v) The terms and conditions, if any, upon which the holders of any shares of a particular series may convert such shares into capital stock of the Corporation of any other class or classes or of any one or more series of the same class or of another class or classes.

Section 2. Dividends and Restrictions Thereon.

(A) The holders of each series of the Preferred Stock at the time outstanding shall be entitled to receive, but only when and as declared by the Board of Directors, out of funds legally available for the payment of dividends, cumulative preferential dividends, at the annual dividend rate for the particular series fixed therefor, and no more, as herein provided, payable quarterly on the first days of January, April, July and October in each year, to stockholders of record on the respective dates, not exceeding forty (40) days preceding such dividend payment dates, fixed for the purpose by the Board of Directors. No dividends shall be declared on any series of the Preferred Stock in respect of any quarterly dividend period unless there shall likewise be declared on all shares of all series of Preferred Stock at the time outstanding, like proportionate dividends, ratably, in proportion to the respective annual dividend rates fixed therefor, in respect of the same quarterly dividend period, to the extent that such shares are entitled to receive dividends for such quarterly dividend period. The term "quarterly dividend period" shall mean the quarterly period immediately preceding the first days of January, April, July and October, respectively, in each year. Dividends on the shares of Preferred Stock of any series initially issued shall be cumulative from and including a date fixed for such series at the time of the initial establishment or designation of such series and, on any additional shares of the same series, from and including the first day of the quarterly dividend period in which such additional shares shall be issued.

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(B) If any dividends are declared or paid on the Preferred Stock in an amount less than the full cumulative dividends accrued or in arrears on all shares of Preferred Stock of all series outstanding, such amount shall be divided between the different series in proportion to the aggregate amounts which would be distributed to the Preferred Stock of each series if full cumulative dividends were declared and paid thereon. The amount of any deficiency for past dividend periods may be paid or declared and set apart at any time without reference to any quarterly dividend payment date. No accumulation of unpaid dividends on the Preferred Stock shall bear interest.

(C) Dividends remaining unclaimed by the holders of shares of Preferred Stock for four and one-half ($4\frac{1}{2}$) years after having been declared and made available for payment to such holders of Preferred Stock shall revert to this Corporation for its general corporate purposes and the obligation of this Corporation to pay such dividends shall at that time cease and determine.

(D) So long as any shares of the Preferred Stock shall be outstanding, this Corporation shall not declare or pay any dividends on any shares of Common Stock or on any other class of stock ranking junior as to dividends to the Preferred Stock (other than dividends payable in stock ranking junior, as to dividends and assets in liquidation, to the Preferred Stock), or make any other distribution on any shares of such junior stock or make any expenditures for the purchase, redemption or other retirement for a consideration of shares of this Corporation's stock of any class ranking junior as to assets in liquidation to the Preferred Stock (other than in exchange for, or from the proceeds of any substantially concurrent sale made of, other shares of stock of this Corporation ranking junior to the Preferred Stock as to dividends and assets in liquidation), unless accrued dividends on all shares of the Preferred Stock for all past quarterly dividend periods shall have been paid or declared and a sum sufficient for the payment thereof set apart and the full dividend for the then current quarterly dividend period shall have been or concurrently shall be paid or declared and a sum sufficient for the payment thereof set apart.

(E) So long as any shares of the Preferred Stock shall be outstanding, this Corporation shall not declare or pay any dividends on

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any shares of Common Stock or any other class ranking junior as to dividends to the Preferred Stock (other than dividends payable in shares ranking junior, as to dividends and assets in liquidation, to the Preferred Stock) or make any other distribution on any shares of such junior stock, or make any expenditures for the purchase, redemption or other retirement for a consideration of shares of this Corporation's stock of any class ranking junior as to assets in liquidation to the Preferred Stock (other than in exchange for, or from the proceeds of any substantially concurrent sale made of, other shares of stock of this Corporation ranking junior to the Preferred Stock as to dividends and assets in liquidation), if the aggregate amount of all such dividends, distributions and expenditures paid or made by this Corporation after December 31, 1964, would exceed the aggregate amount of this Corporation's net income available for dividends on junior stock accumulated after December 31, 1964, by this Corporation plus the sum of \$1,000,000.

Section 3. Redemption and Repurchase of Preferred Stock.

(A) The Corporation may, at its option, expressed by resolution of its Board of Directors, at any time or from time to time, redeem the whole or any part of any series of the Preferred Stock which by its terms shall be redeemable at the redemption prices fixed for such series. Notice of any proposed redemption of Preferred Stock shall be given by this Corporation by mailing a copy of such notice, at least thirty (30) days but not more than ninety (90) days prior to the date fixed for such redemption, to holders of record of the Preferred Stock to be redeemed at their respective addresses then appearing on the books of the Corporation. Any such redemption of shares of Preferred Stock shall be in such amount, at such place and by such method, whether by lot or pro rata, as shall from time to time be determined by resolution of the Board of Directors. On or after the date specified in such notice, each holder of shares of Preferred Stock called for redemption shall be entitled to receive, upon presentation and surrender at the place designated in such notice of the certificates for such shares of Preferred Stock held by him, the redemption price thereof. Such certificates shall, if required by the Corporation, be properly endorsed in blank for transfer or accompanied by proper

instruments of assignment or transfer in blank, and bear all necessary stock transfer tax stamps thereto affixed and cancelled.

(B) On and after the date fixed for redemption, if notice is given as aforesaid, unless default is made by this Corporation in providing funds sufficient for such redemption at the time and place specified for the payment thereof pursuant to such notice, all dividends on the shares called for redemption shall cease to accrue; and on and after such redemption date, unless default be made as aforesaid, or on and after the date of earlier deposit by this Corporation, in trust for the benefit of the holders of the shares of Preferred Stock so called for redemption, of all funds necessary for such redemption with a bank or trust company doing business in Atlantic City, New Jersey or New York City, New York and having, according to its last published statement, capital, surplus and undivided profits aggregating at least \$3,000,000 (provided, in the latter case, that such notice of redemption shall have been mailed to the holders of record of the shares of Preferred Stock to be redeemed or that the Corporation shall have executed and delivered to the bank or trust company with which such deposit of funds is made an instrument irrevocably authorizing it to mail such notice at this Corporation's expense), all rights of the holders of the shares of Preferred Stock so called for redemption as stockholders of this Corporation, except only the right to receive when due the redemption funds to which they are entitled without interest, shall cease and determine.

(C) Any funds deposited with a bank or trust company for the redemption of shares of Preferred Stock, which shall remain unclaimed by the holders of such Preferred Stock at the end of four and one half (4½) years after the redemption date shall be paid over by such bank or trust company to this Corporation and thereby revert to the general funds of this Corporation, to be used by it for its general corporate purposes, and thereafter such holders shall have no claim against such bank or trust company or this Corporation therefor. Any interest which shall have been allowed by such bank or trust company on any funds deposited with a bank or trust company for the redemption of shares of Preferred Stock shall belong to this Corporation and shall be paid to it from time to time.

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(D) Except as otherwise herein provided, the Corporation may also from time to time purchase shares of Preferred Stock of any series for any sinking or purchase fund or otherwise at not exceeding the then applicable current redemption prices for such series, including accrued dividends thereon to the date of purchase, plus customary brokerage commissions.

(E) If and so long as there are dividends in arrears on any shares of Preferred Stock of any series or a default exists in any sinking or purchase fund obligation provided for the benefit of any series of Preferred Stock, the Corporation shall not redeem any shares of any series of Preferred Stock, unless in connection therewith all of the then outstanding Preferred Stock of all series is redeemed, or purchase any shares of any series of Preferred Stock unless an offer to purchase all of the then outstanding shares of Preferred Stock of all series is made to all of the holders thereof at the same percentage of the then applicable current redemption prices for each such series.

(F) All or any shares of Preferred Stock at any time redeemed, purchased or acquired by the Company may thereafter, in the discretion of the Board of Directors, be reissued or otherwise disposed of at any time or from time to time to the extent and in the manner permitted by law, subject, however, to the limitations herein contained, or imposed by action of the Board of Directors creating any series, upon the issue or reissue of shares of such series of Preferred Stock.

Section 4. Liquidation Rights.

Before any amount shall be paid to, or any assets distributed among, the holders of the Common Stock or of any other stock of the Corporation ranking junior as to dividends or assets to the Preferred Stock upon any involuntary liquidation, dissolution or winding up of the Corporation, and after paying or providing for the payment of all creditors of the Corporation, the holders of all shares of each series of the Preferred Stock at the time outstanding shall be entitled to receive, for each share of each series thereof, the par value thereof together with accrued dividends, or, if such liquidation, dissolution or winding up shall have been voluntary, an amount per share equal to the then applicable current redemption price fixed for such series, including accrued dividends. No payments on account of such dis-

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tributive amounts shall be made to the holders of shares of any series of the Preferred Stock unless there shall likewise be paid at the same time to the holders of shares of each other series of the Preferred Stock at the time outstanding like proportionate distributive amounts ratably, in proportion to the full distributive amounts to which they are respectively entitled as herein provided. If the assets of the Corporation available for distribution to holders of Preferred Stock shall not be sufficient to make the full payment herein required, such assets shall be distributed to the holders of the shares of the respective series of Preferred Stock then outstanding, ratably, in proportion to the amounts payable on each share thereof, including accrued dividends. The holders of the Preferred Stock of any series shall not be entitled to receive any amounts with respect thereto upon any liquidation, dissolution or winding up of the Corporation other than the amounts referred to in this Section. Neither the consolidation or merger of the Corporation with or into any other corporation or corporations, nor the sale, conveyance, exchange or transfer by the Company of all or any part of its assets, shall be deemed to be a liquidation, dissolution or winding up of the Company for the purposes of this Section.

Section 5. Restrictions on Certain Corporate Action.

(A) So long as any shares of Preferred Stock of any series are outstanding, the Corporation shall not, without the consent (given in writing or by vote at a meeting duly called and held for that purpose in the manner prescribed by the By-laws of the Corporation) of the holders of record of at least two-thirds in interest of the shares of Preferred Stock then outstanding (any consent so given to be binding upon subsequent holders of shares of Preferred Stock, whether theretofore or thereafter issued):

- (i) create or authorize or increase the authorized amount of any shares of any class of stock ranking prior to the Preferred Stock as to dividends or as to assets in liquidation, or create or authorize or increase the authorized amount of any security convertible into, or evidencing the right to purchase, shares of stock ranking prior to the Preferred Stock; or

(ii) amend, alter, change or repeal any of the express terms of the Preferred Stock or of any series of Preferred Stock then outstanding in a manner prejudicial to the holders thereof, provided, however, that if any such amendment, alteration, change or repeal would be prejudicial to the holders of shares of one or more, but not all, of the series of Preferred Stock at the time outstanding, such consent shall be required only from the holders of record of two-thirds in interest of the outstanding shares of any such series so affected; or

(iii) sell, lease, transfer, convey or otherwise dispose of all or substantially all of the property or business of the Corporation, unless such sale, lease, transfer, conveyance or other disposition shall have been required by order of a regulatory authority having jurisdiction in the premises, provided, however, that no consent of the holders of Preferred Stock shall be required under this provision in connection with the creation of, or amendment to, any mortgage or other encumbrance securing indebtedness upon any or all of the property of this Corporation; or

(iv) merge or consolidate with or into any other corporation or corporations, unless such merger or consolidation, or the issuance and assumption of all securities to be issued or assumed in connection with any such merger or consolidation, shall have been ordered, approved, authorized or permitted by a regulatory authority having jurisdiction in the premises, provided, however, that no such consent of the holders of Preferred Stock shall be required in connection with the purchase or other acquisition by this Corporation of franchises or assets of another corporation in any manner which does not involve a merger or consolidation or in connection with the merger into this Corporation of another corporation, all of the stock and other securities of which are at the time owned by this Corporation.

(B) So long as any shares of Preferred Stock of any series are outstanding, the Corporation shall not, without the consent (given in writing or by vote at a meeting duly called and held for that purpose in the manner prescribed by the by-laws of the Corporation) of the holders of record of at least a majority in interest of the shares of Preferred Stock then outstanding (any consent so given to be bind-

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ing upon subsequent holders of shares of Preferred Stock, whether theretofore or thereafter issued):

(i) increase the total authorized amount of Preferred Stock or create or authorize or increase the authorized amount of any shares of any class of stock ranking on a parity with the Preferred Stock as to dividends or as to assets in liquidation, or create or authorize or increase the authorized amount of any security convertible into, or evidencing the right to purchase, shares of any such parity stock; or

(ii) reclassify into Preferred Stock, or into a class ranking on a parity with the Preferred Stock as to dividends or assets in liquidation, any shares of any class of stock ranking junior as to dividends or assets to the Preferred Stock; or

(iii) issue any shares of the Preferred Stock or issue any stock of any class ranking as to dividends or as to assets in liquidation on a parity with the Preferred Stock or dispose of any shares of Preferred Stock or of such parity stock previously reacquired, unless

(a) the net income available for dividends on Preferred Stock, as defined herein, for a period of twelve (12) consecutive calendar months within the fifteen (15) calendar months immediately preceding the calendar month within which such additional shares of stock are to be issued or disposed of, shall have been at least two and one-half ($2\frac{1}{2}$) times the aggregate annual dividend requirements upon the entire amount of Preferred Stock and any stocks of this Corporation of any class ranking as to dividends or assets in liquidation prior to or on a parity with the Preferred Stock to be outstanding after giving effect to the issuance or disposition of such additional shares,

(b) the gross income available for payment of interest charges, as defined herein, for a period of twelve (12) consecutive calendar months within the fifteen (15) calendar months immediately preceding the calendar month within which such additional shares of stock are to be issued or disposed of, shall have been at least one and one-half ($1\frac{1}{2}$) times the sum of (1) the aggregate annual interest charges on all indebtedness of this

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Corporation to be outstanding after giving effect to the issuance or disposition of such additional shares, and (2) the aggregate annual dividend requirements upon the entire amount of Preferred Stock and any stocks of this Corporation of any class ranking as to dividends or assets in liquidation prior to or on a parity with the Preferred Stock to be outstanding after giving effect to the issuance or disposition of such additional shares, and

(c) the aggregate of the capital of this Corporation applicable to all stock ranking as to dividends and assets in liquidation junior to the Preferred Stock, plus capital surplus and earned surplus of this Corporation, including premiums on stock of this Corporation of any class, shall be not less than the aggregate amount payable upon involuntary liquidation, dissolution or winding up of this Corporation to the holders of shares of Preferred Stock and of stock ranking as to assets in liquidation prior to or on a parity with the Preferred Stock to be outstanding after giving effect to the issuance or disposition of such additional shares.

There shall be excluded from the foregoing computations (a) all indebtedness and all shares of stock which are to be retired in connection with the issuance or disposition of such additional shares and (b) interest charges on all indebtedness and dividend requirements on all shares of stock which are to be retired in connection with the issuance or disposition of such additional shares. The gross income of any property acquired by this Corporation during or after the period for which income is computed, or of any property which is to be acquired in connection with the issuance or disposition of any such additional shares, if capable of being separately determined or estimated, may be included on a pro forma basis in the foregoing computations; and the gross income of any property disposed of by this Corporation during or after the period for which income is computed, if capable of being separately determined or estimated, shall be excluded on a pro forma basis in the foregoing computations.

(C) No consent of the holders of the shares of any series of Preferred Stock shall be required in respect of any actions to be taken by this Corporation hereinabove set forth in paragraphs (A) or (B) of this Section if irrevocable provision is contemporaneously made for the

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redemption or retirement of all shares of such series of Preferred Stock at the time outstanding, or if provision is made that the proposed action shall not be effective unless irrevocable provision is made for the prompt redemption or retirement of all shares of such series of Preferred Stock at the time outstanding or until all said shares shall have been purchased by the Corporation.

Section 6. Voting Rights of Preferred Stock.

(A) The holders of the Preferred Stock shall not be entitled to vote except

(i) as provided above in Section 5;

(ii) as may from time to time be mandatorily required by the laws of the State of New Jersey; and

(iii) if and whenever dividends payable on any of the Preferred Stock shall be in arrears in an amount equivalent to or exceeding four (4) full quarterly dividends, the holders of the shares of Preferred Stock voting separately as a class shall be entitled to elect the smallest number of directors necessary to constitute a majority of the full Board of Directors (the holders of the Common Stock voting separately as a class being entitled to elect the remaining directors), provided, however, that when all arrears in dividends on the Preferred Stock and the current dividend thereon shall have been paid or declared and a sum sufficient for the payment thereof set apart, all voting rights given by this clause (iii) shall be divested from the Preferred Stock (subject, however, to being at any time or from time to time similarly revived and divested).

So long as the holders of Preferred Stock shall have the right to elect directors under the terms of the foregoing clause (iii), the number of directors constituting a full Board shall be an odd number fixed by the Board of Directors and stated in the notice of each meeting at which a full Board of Directors is to be elected.

(B) Whenever, under the provisions of clause (iii) of paragraph (A) above, the rights of holders of the Preferred Stock to elect directors shall accrue or shall terminate, a proper officer of this Corporation may, and within ten days after delivery to this Corporation at its principal

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office in the State of New Jersey of a request or requests to such effect signed by the holders of at least ten percent (10%) in interest of the outstanding shares of any class of stock entitled to vote shall, call a special meeting in accordance with the by-laws of this Corporation of the holders of the class or classes of stock of this Corporation entitled to vote, to be held within forty (40) days from the delivery of such request, for the purpose of electing a full Board of Directors to serve until the next annual meeting and until their respective successors shall be elected and shall qualify; provided, however, that if the annual meeting of shareholders for the election of directors is to be held within sixty (60) days after the delivery of such request, the Board of Directors need not act thereon. If, at any meeting called as aforesaid or at any annual meeting of shareholders after accrual or termination of the right of holders of the Preferred Stock to elect directors as in clause (iii) of paragraph (A) above provided, any director shall not be re-elected, his term of office shall end upon the election and qualification of his successor, notwithstanding that the term for which such director was originally elected shall not at the time have expired.

(C) If, during any interval between annual meetings of shareholders for the election of directors while holders of the Preferred Stock shall be entitled to elect any director pursuant to clause (iii) of paragraph (A) above, the number of directors in office ~~who have been~~ elected by the holders of the Preferred Stock, or by the holders of the Common Stock, as the case may be, shall become less than the total number of directors subject to election by holders of shares of such class, whether by reason of the resignation, death, or removal of any ~~director or directors, or an increase in the total number of directors,~~ the vacancy or vacancies shall be filled (i) by the remaining directors or director, if any, then in office who either were or was elected by the votes of shares of such class or succeeded to a vacancy originally filled by the votes of shares of such class or (ii), if there is no such director remaining in office, at a special meeting of holders of shares of such class which shall be called by a proper officer of this Corporation to be held within forty (40) days after there shall have been delivered to this Corporation at its principal office in the State of New Jersey a request or requests signed by the holders of at least ten percent (10%) in interest of the outstanding shares of such class.

(D) Any director may be removed from office for cause, or without cause, by vote of the holders of a majority in interest of the shares of the class of stock which voted for his election (or for his predecessor in case such director was elected by directors). A special meeting of the holders of shares of any class may be called by a majority vote of the Board of Directors or by the President for the purpose of removing a director in accordance with the provisions of the preceding sentence, and shall be called within forty (40) days after there shall have been delivered to this Corporation at its principal office in the State of New Jersey a request or requests to such effect signed by the holders of at least ten percent (10%) in interest of the outstanding shares of the class entitled to vote with respect to the removal of such director.

(E) At all meetings of stockholders held for the purpose of electing directors during such time as the holders of the shares of the Preferred Stock shall have the special right, voting separately and as a class, to elect directors pursuant to clause (iii) of paragraph (A) above, the presence in person or by proxy of the holders of a majority in interest of the outstanding shares of the Common Stock shall be required to constitute a quorum of such class for the election of the directors which they are entitled to elect, and the presence in person or by proxy of the holders of a majority in interest of the outstanding shares of the Preferred Stock shall be required to constitute a quorum of such class for the election of the directors which they are entitled to elect; provided, however, that the absence of a quorum of the holders of stock of either such class shall not prevent the election at any such meeting of directors by the other such class if the necessary quorum of the holders of stock of such class is present in person or by proxy at such meeting; and provided further that in the event such a quorum of the holders of the shares of the Common Stock is present but such a quorum of the holders of the shares of the Preferred Stock is not present then the election of the directors elected by the holders of the shares of the Common Stock shall not become effective and the directors so elected by the holders of the shares of the Common Stock shall not assume their offices and duties until the holders of the shares of the Preferred Stock, with such a quorum present, shall have elected the directors they shall be entitled to elect; and provided further, however, that in

the absence of a quorum of the holders of stock of either such class, a majority in interest of those holders of the stock of such class who are present in person or by proxy shall have power to adjourn the election of the directors to be elected by such class from time to time without notice other than announcement at the meeting until the requisite amount of holders of such class shall be present in person or by proxy, but such adjournment shall not be made to a date beyond the date of the next annual meeting of the Corporation or a special meeting in lieu thereof.

(F) Whenever, under the provisions of the Certificate of Incorporation, the right of the holders of Preferred Stock to elect directors shall accrue and be exercised, the amount of all dividends on the Preferred Stock which shall be in arrears shall be paid out of any assets of this Corporation available therefor as soon as shall be reasonably practicable. Upon the termination of any such voting right entitling the holders of Preferred Stock to elect any director pursuant to clause (iii) of paragraph (A) above, upon the payment, or the declaration and setting apart for payment, of all dividends on the shares of the Preferred Stock in arrears, the terms of office of all persons who may have been elected directors of the Corporation by vote of the holders of the shares of the Preferred Stock, as a class, pursuant to such voting right shall forthwith terminate, and the resulting vacancies shall be filled by the vote of a majority of the remaining directors.

(G) Holders of Preferred Stock of any series and holders of stock of any other class shall not be entitled to receive notice of any meeting of holders of any class of stock at which they are not entitled to vote.

(H) Each holder of Preferred Stock, as to all matters in respect of which such stock has voting power, is entitled to one vote for each share of stock standing in his name.

Section 7. Pre-emptive Rights.

No holder of shares of any series of the Preferred Stock of the Corporation shall be entitled as of right to subscribe for, purchase, or receive any part of any new or additional issue of any stock of the Corporation of any class, series, or kind, whatsoever, or any bonds,

debentures or other securities convertible into any such stock, whether now or hereafter authorized, and whether issued for cash, property, services, by way of dividends, or otherwise.

Section 8. Definitions.

(A) The term "gross income available for payment of interest charges" shall mean the total operating revenues of this Corporation, less the total operating expenses, taxes (including income, excess profits and other taxes based on or measured by income or undistributed earnings or undistributed income), and other appropriate items, including provision for maintenance, and provision for retirements, depreciation or obsolescence, plus or minus, as the case may be, any net non-operating income or deductions, but excluding any charges on account of interest on debt or on account of debt discount and expense, all to be determined in accordance with sound accounting practice. In determining such "gross income available for payment of interest charges", no deduction or adjustment shall be made for or in respect of (1) profits or losses from the sale, abandonment or other disposition of property properly carried in the plant or investment accounts of this Corporation, or taxes paid on or in respect of any such profits, or (2) charges for the elimination or amortization of utility plant adjustment accounts or other intangibles.

(B) The term "net income available for dividends on Preferred Stock" shall mean the total operating revenues of this Corporation, less the total operating expenses, taxes (including income, excess profits and other taxes based on or measured by income or undistributed earnings or undistributed income), interest charges, dividend requirements on any stock ranking prior as to dividends or assets in liquidation to the Preferred Stock and other appropriate items, including provision for maintenance, and provision for retirements, depreciation or obsolescence, and including charges for amortization of debt discount and expense, plus or minus, as the case may be, any net non-operating income or deductions, all to be determined in accordance with sound accounting practice. In determining such "net income available for dividends on Preferred Stock", no deduction or adjustment shall be made for or in respect of (1) expenses in connection with the issuance, redemption or retirement of any securities of this Corporation, includ-

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ing any amount paid in excess of the principal amount or par or stated value of securities redeemed or retired and, in the event that such redemption or retirement is effected with the proceeds of sale of other securities of this Corporation, interest or dividends on the securities redeemed or retired from the date on which the funds required for retirement are deposited in trust for such purpose to the date of redemption or retirement, (2) profits or losses from the sale, abandonment or other disposition of property properly carried in the plant or investment accounts of this Corporation, or taxes paid on or in respect of any such profits, (3) charges for the elimination or amortization of utility plant adjustment accounts or other intangibles, or (4) any earned surplus adjustment (including tax adjustments) applicable to any period prior to January 1, 1965.

(C) The term "net income available for dividends on junior stock" shall mean "net income available for dividends on Preferred Stock", as defined and determined above, less the sum of all dividends paid and all dividends accrued and unpaid on any outstanding Preferred Stock and any other class of stock ranking on a parity with the Preferred Stock as to dividends.

(D) The term "sound accounting practice" shall mean recognized principles of accounting practice followed by companies engaged in a business similar to that of this Corporation, provided that any applicable rules, regulations or orders of any public regulatory authority having jurisdiction over the accounts of this Corporation shall be controlling, except to the extent that this Corporation, at that time, shall be contesting in good faith the validity or applicability to this Corporation of any such rule, regulation or order.

(E) The term "accrued dividends" means, in respect of each share of the Preferred Stock, that amount which shall be equal to simple interest upon the par value thereof at the annual dividend rate thereon and no more from the date upon which cumulative dividends on such share commence to accrue to the date fixed for payment of any amount to be distributed in liquidation or upon redemption less the aggregate amount of all dividends theretofore paid or declared and set apart for payment thereon.

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Division B—The Common Stock*Section 1. Dividends.*

Out of any assets of this Corporation legally available for dividends remaining after full cumulative dividends upon any shares of Preferred Stock and of any other class of stock ranking as to dividends prior to the Common Stock of the Corporation then outstanding shall have been paid or declared and set apart for all past quarterly dividend periods and for the current quarterly dividend period, then and not otherwise, dividends may be paid upon the Common Stock to the exclusion of the Preferred Stock and any such other class of priority stock.

Section 2. Liquidation Rights.

In the event of any liquidation, dissolution or winding up of the Corporation, after there shall have been paid to or set aside for the holders of all series of Preferred Stock and of any other class of stock ranking prior as to assets to the Common Stock the full preferential amounts, including accrued dividends, to which they are respectively entitled, the holders of the Common Stock shall be entitled to receive, pro rata, all of the remaining assets of the Corporation available for distribution to its stockholders. The Board of Directors, by vote of a majority of the members thereof, may distribute in kind to the holders of the Common Stock such remaining assets of the Corporation or may sell, transfer, or otherwise dispose of all or any of the remaining property and assets of the Corporation to any other corporation and receive payment therefor wholly or partly in cash or in stock or in obligations of such corporation and may sell all or any part of the consideration received therefor or distribute the same or the balance thereof in kind to the holders of the Common Stock.

Section 3. Voting Rights.

Subject to the voting rights expressly conferred upon the Preferred Stock under Division A of this ARTICLE V and by law, the holders of the Common Stock shall possess exclusively full voting power for the election of directors and for all other purposes. At all elections of the directors of this Corporation each holder of shares of Common

Stock shall be entitled to as many votes as shall equal the number of his shares of Common Stock, multiplied by the number of directors to be elected by holders of Common Stock, and he may cast all of such votes for a single director, or may distribute them among the number to be voted for, or any two or more of them, as he may see fit. At any meeting of stockholders, at which any action is to be taken which requires the vote, assent or consent of the holders of record of two-thirds in interest of the outstanding shares of Common Stock, or which requires such assent or consent in writing to be filed, such action may be taken upon the vote, assent or consent of the holders of record of two-thirds in interest of the Common Stock present and voting at such meeting in person or by proxy; provided that not less than a majority in interest of the shares of Common Stock then outstanding shall be present and voting at such meeting.

Section 4. Pre-Emptive Rights.

No holder of shares of Common Stock of the Corporation shall be entitled as of right to subscribe for, purchase, or receive any part of any new or additional issue of any stock of the Corporation of any class, series, or kind, whatsoever, or any bonds, debentures, or other securities convertible into any such stock, whether now or hereafter authorized, and whether issued for cash, property, services, by way of dividends or otherwise; provided, however, that the Corporation shall not, without first offering the same to the holders of Common Stock then outstanding, issue for cash any shares of Common Stock or securities convertible into Common Stock unless (a) such shares of Common Stock or such convertible securities are securities offered publicly, or (b)

(1) the sum of (i) the aggregate number of shares of Common Stock then being issued for cash or issued for cash during the 24 calendar months next preceding such then current issuance plus (ii) the maximum aggregate number of shares of Common Stock issued or issuable upon conversion of any convertible securities then being issued for cash or issued for cash during the 24 calendar months next preceding such then current issuance (excluding for purpose of this subparagraph (1) securities offered publicly)

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would not exceed five percent (5%) of

(2) the sum of (iii) the aggregate number of shares of Common Stock to be outstanding immediately after the issuance of the Common Stock or convertible securities then being issued for cash, plus (iv) the maximum aggregate number of shares of Common Stock issuable upon conversion of all convertible securities to be outstanding immediately after such then current issuance.

The term "securities offered publicly", as used in this Section 4, shall mean shares of Common Stock, or securities (including bonds and debentures) convertible into Common Stock, which are sold by a public offering through competitive bidding or by an offering to or through underwriters or investment bankers who shall have agreed promptly to make a public offering thereof.

The Certificate of Incorporation, as amended, is hereby further amended by renumbering and redesignating paragraph 2 of ARTICLE V of the Certificate of Incorporation, as amended, as

"ARTICLE V-A"

otherwise such paragraph, as herein renumbered and redesignated, to remain in full force and effect without any change.

The Certificate of Incorporation, as amended, is hereby further amended by eliminating therefrom ARTICLE VII and ARTICLE VIII.

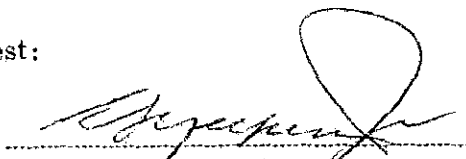
IN WITNESS WHEREOF, the said South Jersey Gas Company has caused this certificate to be signed by its President and its Secretary, and its corporate seal to be hereto affixed this 7th day of July, 1965.

SOUTH JERSEY GAS COMPANY

[CORPORATE SEAL]

By 
W. A. Gemmel, President

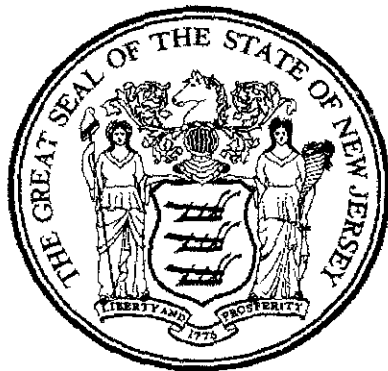
Attest:


E. S. Keepers, Jr., Secretary

STATE OF NEW JERSEY
DEPARTMENT OF THE TREASURY
FILING CERTIFICATION (CERTIFIED COPY)

SOUTH JERSEY GAS COMPANY
0002023000

*I, the Treasurer of the State of New Jersey,
do hereby certify, that the above named business
did file and record in this department the below
listed document(s) and that the foregoing is a
true copy of the
Certificate of Amendment
as the same is taken from and compared with the
original(s) filed in this office on the date set
forth on each instrument and now remaining on file
and of record in my office.*



*IN TESTIMONY WHEREOF, I have
hereunto set my hand and affixed
my Official Seal at Trenton, this
25th day of June, 2012*

*Andrew P Sidamon-Eristoff
State Treasurer*

Certificate Number: 125268248

Verify this certificate online at

https://www1.state.nj.us/TYTR_StandingCert/JSP/Verify_Cert.jsp

289131
 017
 Robert C. Jones
 Treasurer
 State of Michigan

7 RECURRING COPY
 RECURRING
 FILING FEE
 \$120.00
 \$34.00

Robert M. Talbot
 ACTING SECRETARY OF STATE

JUL 8 - 1965
 FILED

X-13409

SOUTH JERSEY GAS COMPANY

CERTIFICATE SETTING FORTH THE DESIGNATION, DESCRIPTION AND TERMS OF CUMULATIVE PREFERRED STOCK, SERIES A.

Pursuant to the Provisions of Section 14:3-2 of the Revised Statutes
of the State of New Jersey

SOUTH JERSEY GAS COMPANY, a corporation organized and existing under the laws of the State of New Jersey (hereinafter called the "Corporation") and being a public utility corporation as defined by Section 48:2-13 of the Revised Statutes of New Jersey by its President and Secretary DOES HEREBY CERTIFY that:

The Board of Directors of the Corporation, pursuant to authority expressly vested in it by the provisions of the Certificate of Incorporation, as amended, has, at a meeting of said Board, duly convened and held on the 7th day of July, 1965, at which meeting a quorum for the transaction of business was present and acting throughout, duly adopted the following resolutions:

RESOLVED, that pursuant to the authority expressly vested in the Board of Directors of this Corporation by the Certificate of Incorporation, as amended, the Board of Directors does hereby establish a series of the Cumulative Preferred Stock, \$100 par value, of the Corporation consisting of 30,000 shares of the presently authorized shares of Cumulative Preferred Stock, which shall be designated as "Cumulative Preferred Stock, Series A" (hereinafter called the "Series A Preferred Stock"); and

FURTHER RESOLVED, that the designation, description and terms for the Series A Preferred Stock in respect of which the shares of such series may vary from shares of other series of Cumulative Preferred Stock shall be as follows:

(a) *Dividends.* The annual dividend rate for such series shall be 4.70% per annum; and the date from which such div-

dividends shall be cumulative shall be the date of original issue of such shares.

(b) *Redemption.* The redemption prices for Series A Preferred Stock shall be as follows:

If redeemed on or before January 1, 1975—\$104.70 per share; if redeemed thereafter and on or before January 1, 1980—\$102.85 per share; if redeemed thereafter, \$101.50 per share; together with, in each case, an amount equal to dividends (whether or not earned or declared) accrued and unpaid to the date of redemption. The shares of Series A Preferred Stock shall not be redeemable prior to January 1, 1970, directly or indirectly, as part of, out of the proceeds of, or in anticipation of, the incurring of debt or the issuance of shares of Cumulative Preferred Stock or other stock ranking prior thereto or on a parity therewith if such debt has an interest rate or cost to the Corporation or such shares have a dividend rate or cost to the Corporation, calculated in accordance with generally accepted financial practice, of less than 4.70% per annum.

In the event the Corporation shall elect to redeem less than all of the outstanding shares of Series A Preferred Stock, the particular shares to be redeemed shall be selected in the following manner:

(i) The Corporation shall first allocate the number of shares to be redeemed between (1) all shares then held by Original Holders (as hereinafter defined) and (2) all shares then held by persons other than Original Holders, in proportion, as nearly as may be, to the aggregate number of shares held by said Original Holders and the aggregate number of shares held by said other persons.

(ii) The Corporation shall then designate for redemption (1) on a pro rata basis among all Original Holders, on the basis of the proportion which the number of shares of Series A Preferred Stock initially issued to each Original Holder bears to the aggregate number of shares of Series A Preferred Stock initially issued by the Corporation, the aggregate number of shares allocated to the Original Holders pursuant to (i) above

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and (2) in such manner as the Board of Directors may determine, whether by lot or otherwise, shares held by persons other than Original Holders in an aggregate amount equal to the number of shares allocated to the aggregate number of shares held by such persons pursuant to (i) above. Fractional shares resulting from such method of selection may be disregarded or adjusted to the nearest whole share at the discretion of the Corporation.

(c) *Liquidation.* The amounts payable on the shares of Series A Preferred Stock in the event of any liquidation, dissolution or winding up of the Corporation shall be as to any such share (i) in the event of voluntary liquidation, dissolution or winding up, the current redemption price; and (ii) in the event of involuntary liquidation, dissolution or winding up, the sum of \$100; together with in each case an amount equal to dividends (whether or not earned or declared) accrued and unpaid thereon.

(d) *Purchase Fund.* So long as any of the shares of Series A Preferred Stock created by these resolutions shall be outstanding, as and for a Purchase Fund for the retirement of shares of such series, the Corporation shall, except as hereinafter provided, between May 1 and May 10 in each year commencing 1968, offer to purchase on the next ensuing June 15th, 900 shares of such Series A Preferred Stock at the par value thereof together with accrued dividends to the date of purchase. Such offer shall state that it is made pursuant to the Purchase Fund for the retirement of Series A Preferred Stock and shall contain a brief summary of the terms upon which tenders will be accepted, as herein provided, including a statement that all tenders of shares for sale in response to the offer may be accepted in part, as herein provided. Tenders pursuant to any such offer must be made in a writing received by the Corporation at least five business days before the next ensuing June 15th. The Corporation may require, and in such event the notice of the Corporation's offer to purchase shares shall so specify, that all tenders of shares of Series A Preferred Stock shall be accompanied by the certificates for the shares tendered, together with evidence, satisfactory to the Corporation, of the right of the holders thereof to sell the same to the Corporation.

If the aggregate number of shares of Series A Preferred Stock tendered for sale in any year equals or exceeds 900 shares, the Corporation shall allocate its purchases among the holders of the shares so tendered as nearly as possible on a pro rata basis, on the basis of the total number of shares of Series A Preferred Stock owned of record at the close of business on the previous June 1 by the several shareholders tendering shares; provided, however, that so long as an Original Holder of Series A Preferred Stock shall hold all of the shares of such Series A Preferred Stock initially issued to such Original Holder (other than shares which have theretofore been redeemed by the Corporation or purchased by the Corporation pursuant to the Purchase Fund) the number of shares of Series A Preferred Stock to be allocated by the Corporation to such Original Holder in any year shall be that number of shares which bears the same ratio to 900 as the number of shares initially issued to such Original Holder bears to 30,000. If, by reason of the allocation of purchases among Original Holders and other holders of Series A Preferred Stock on the foregoing basis, the number of shares to be purchased by the Corporation would not equal 900, the balance of the purchases by the Corporation shall be allocated among all of the several holders tendering shares, including Original Holders, on the basis of their actual holdings as of such June 1.

If the aggregate number of shares tendered for sale as aforesaid in any year is less than 900 shares, the Corporation's obligation in respect of such Purchase Fund for such year shall be discharged by the purchase of the shares tendered, and the fact that the remainder of the 900 shares are not tendered or purchased shall not increase the number of shares of Series A Preferred Stock to be purchased in subsequent years.

The Corporation shall not make any offer to purchase shares of Series A Preferred Stock pursuant to the Purchase Fund at any time when dividends are in arrears on any shares of Cumulative Preferred Stock. If in any year the full purchase obligation of the Corporation shall not have been satisfied by the making and carrying out of a purchase offer, any deficiency in the satisfaction of the Corporation's obligations under the Pur-

chase Fund shall be made good, in the manner hereinafter in this paragraph set forth, before any dividends shall be paid on, or declared and set apart for, any shares of Common Stock of the Corporation or any shares of any class of stock ranking junior to the Cumulative Preferred Stock or before any sums shall be applied to the purchase, redemption or other retirement of the Common Stock or any shares of any class of stock ranking junior to the Cumulative Preferred Stock. The obligation of the Corporation to offer to purchase 900 shares of Series A Preferred Stock in each year shall be cumulative, and, if the Corporation shall not offer to purchase such 900 shares of Series A Preferred Stock in any year by reason of an arrearage of dividends, it shall make a special purchase offer to purchase such shares promptly after all dividends on shares shall have been paid, or declared and funds sufficient for the payment thereof set apart. Such special purchase offer shall state that the Corporation will purchase such shares on a date forty-five days after the date of such special purchase offer at the par value thereof, plus accrued dividends thereon to the date of purchase, and shall otherwise be upon the same terms and conditions and shall contain the same statements hereinabove in this paragraph (d) provided in respect of other offers made pursuant to the Purchase Fund.

(e) *Conversion Privileges.* Shares of the Series A Preferred Stock shall not be convertible into capital stock of the Corporation of any other class or classes or of any one or more series of the same class or of another class or classes.

(f) *Cancellation of Shares.* All shares of Series A Preferred Stock at any time redeemed pursuant to paragraph (b) hereof or purchased by the Corporation pursuant to the Purchase Fund as set forth in paragraph (d) hereof shall forthwith be retired and cancelled, and may not be reissued.

(g) *Definition of Original Holder.* For the purposes of paragraphs (b) and (d) hereof, the term "Original Holder" shall mean each person in whose name shares of Series A Preferred Stock shall have been initially registered on the original issuance

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thereof and shall have remained so registered (registration or re-registration in the name of a nominee being deemed registration in the name of such nominee's principal and certificates representing shares of Series A Preferred Stock issued in exchange for other certificates for shares of Series A Preferred Stock and registered in the same or a nominee's name being deemed shares of Series A Preferred Stock which shall have remained registered in the name of the Original Holder thereof).

IN WITNESS WHEREOF, South Jersey Gas Company has caused this Certificate to be signed on its behalf by its President and its corporate seal to be affixed and attested by its Secretary this 7th day of July, 1965.

[CORPORATE SEAL]

SOUTH JERSEY GAS COMPANY

By

W. L. Samuel
.....
President

ATTEST:

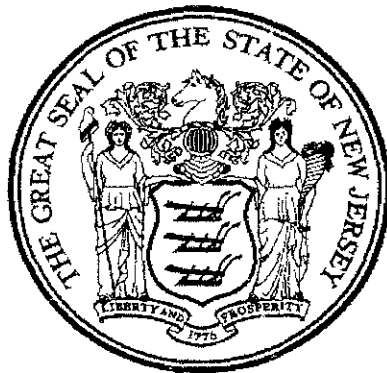
W. J. [Signature]
.....
Secretary

223

STATE OF NEW JERSEY
DEPARTMENT OF THE TREASURY
FILING CERTIFICATION (CERTIFIED COPY)

SOUTH JERSEY GAS COMPANY
0002023000

I, the Treasurer of the State of New Jersey, do hereby certify, that the above named business did file and record in this department the below listed document(s) and that the foregoing is a true copy of the Certificate of Amendment as the same is taken from and compared with the original(s) filed in this office on the date set forth on each instrument and now remaining on file and of record in my office.



IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my Official Seal at Trenton, this 25th day of June, 2012

*Andrew P Sidamon-Eristoff
State Treasurer*

Certificate Number: 125268248

Verify this certificate online at

https://www1.state.nj.us/TYTR_StandingCert/ISP/Verify_Cert.jsp

X13409

SOUTH JERSEY GAS COMPANY

CERTIFICATE
OF
CANCELLATION OF SHARES

DATED: August 13, 1968

COLE, KOURY, COLE & TIGHE
COUNSELLORS AT LAW
ATLANTIC CITY, NEW JERSEY
GUARANTEE TRUST BUILDING

Attorneys for
South Jersey Gas Company

FILED AND RECORDED
AUG 15 1968
Robert J. Burkhardt
SECRETARY OF STATE

FILED FEE 40.00
REPORTS _____
RECORDING 3.00
CERTIFYING COPY 1.00
SEC. OF STATE _____
44.00

528

1103950

Reduction from 1000 shares to 900

SOUTH JERSEY GAS COMPANY

CERTIFICATE
OF

CANCELLATION OF SHARES

E. S. Keepers, Jr. 2001 Atlantic Ave., Atlantic City, New Jersey 08401

SOUTH JERSEY GAS COMPANY, a corporation existing under and by virtue of the Laws of the State of New Jersey (hereinafter called the "Corporation") and being a public utility corporation as defined by Section 48:2-13 of the Revised Statutes of New Jersey; and, pursuant to the provisions of Section 14:8-3 of the Revised Statutes of New Jersey, by its Vice President and Secretary DOES HEREBY CERTIFY:

1. The number of redeemable shares of the Corporation cancelled June 15, 1968, through purchase by the Corporation, is itemized as follows:

CLASS	SERIES	NUMBER OF SHARES
Cumulative Preferred Stock	Series A 4.70%	900

IN WITNESS WHEREOF, the said SOUTH JERSEY GAS COMPANY has caused this Certificate to be signed by its Vice President, its corporate seal to be affixed, duly attested by its Secretary, this 13th day of August, 1968.

SOUTH JERSEY GAS COMPANY

By

G. H. Harris
G. H. Harris, Vice President

ATTEST:

E. S. Keepers, Jr.
E. S. Keepers, Jr. Secretary

now

The authorized capital stock of the Corporation is four million one hundred thousand (4,100,000) shares, of which one hundred thousand (100,000) shares are Cumulative Preferred Stock of the par value of one hundred dollars (\$100) per share (hereinafter called "Preferred Stock"), and four million shares (4,000,000) are Common Stock of the par value of two dollars and fifty cents (\$2.50) per share. One million three hundred two thousand sixteen (1,302,016) shares of such Common Stock heretofore issued are presently outstanding. The remaining shares of said Common Stock may be issued by the Corporation from time to time and for such consideration or purpose as may be from time to time determined upon and fixed by the Board of Directors, as provided by law.

The designations, preferences, relative, participating, optional and other special rights, qualifications, limitations and restrictions of the shares of the capital stock of this Corporation shall be as follows or as determined in accordance with the following provisions:

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the Revised Statutes of New Jersey, by its Vice President and Secretary DOES HEREBY CERTIFY:

1. The number of redeemable shares of the Corporation cancelled June 15, 1968, through purchase by the Corporation, is itemized as follows:

CLASS	SERIES	NUMBER OF SHARES
Cumulative Preferred Stock	Series A 4.70%	900

IN WITNESS WHEREOF, the said SOUTH JERSEY GAS COMPANY has caused this Certificate to be signed by its Vice President, its corporate seal to be affixed, duly attested by its Secretary, this 13th day of August, 1968.

SOUTH JERSEY GAS COMPANY

By

G. H. Harris
 G. H. Harris, Vice President

ATTEST:

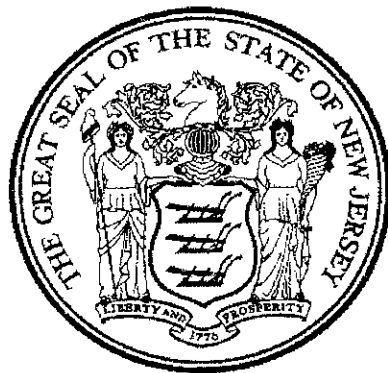
E. S. Keepers, Jr.
 E. S. Keepers, Jr., Secretary

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STATE OF NEW JERSEY
DEPARTMENT OF THE TREASURY
FILING CERTIFICATION (CERTIFIED COPY)

SOUTH JERSEY GAS COMPANY
0002023000

I, the Treasurer of the State of New Jersey, do hereby certify, that the above named business did file and record in this department the below listed document(s) and that the foregoing is a true copy of the Certificate of Amendment as the same is taken from and compared with the original(s) filed in this office on the date set forth on each instrument and now remaining on file and of record in my office.



IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my Official Seal at Trenton, this 25th day of June, 2012

A handwritten signature in black ink, appearing to read "Andrew P. Sidamon-Eristoff".

*Andrew P Sidamon-Eristoff
State Treasurer*

Certificate Number: 125268248

Verify this certificate online at

https://www1.state.nj.us/TYTR_StandingCert/JSP/Verify_Cert.jsp

X 13409

STATEMENT OF CANCELLATION
OF REACQUIRED SHARES OF
SOUTH JERSEY GAS COMPANY

DATED: JULY 9, 1969.

COLE, KOURY, COLE & TIGHE
COUNSELLORS AT LAW
ATLANTIC CITY, NEW JERSEY

GUARANTEE TRUST BUILDING

Attorneys for
South Jersey Gas Company

FILED AND RECORDED

JUL 11 1969

Robert S. Burkhardt

SECRETARY OF STATE

LICENSE FEE	<u>None</u>
FILING FEE	<u>920.00</u>
RECORDING	<u>4.00</u>
3-CERTIFYING COPY	<u>15.00</u>
SEC. OF STATE	<u>839.00</u>

H 37678

537

STATEMENT OF CANCELLATION
OF REACQUIRED SHARES OF
SOUTH JERSEY GAS COMPANY

TO: THE SECRETARY OF STATE
STATE OF NEW JERSEY

Pursuant to the provisions of Section 14A:7-18, Corporations, General, of the New Jersey Statutes, the undersigned corporation hereby submits the following Statement of Cancellation of Reacquired Shares:

1. The name of the corporation is SOUTH JERSEY GAS COMPANY.
2. The number of shares cancelled is 900 shares; itemized

as follows:

<u>Class</u>	<u>Series</u>	<u>No. of Shares</u>
Cumulative Preferred Stock	A 4.70%	900

3. The aggregate number of issued shares of the corporation after giving effect to such cancellation is 1,635,927; itemized as follows:

<u>Class</u>	<u>Series</u>	<u>No. of Shares</u>
Common Stock (Par value \$2.50 per share)	-	1,607,727
Cumulative Preferred Stock	A 4.70%	28,200

4. The amount of the stated capital of the corporation after giving effect to such cancellation is \$6,839,317.50; itemized as follows:

<u>Class</u>	<u>Stated Capital</u>
Common Stock	\$4,019,317.50
Cumulative Preferred Stock	2,820,000.00

5. The Certificate of Incorporation is amended pursuant to a resolution of the Board of Directors decreasing the aggregate number of shares which the corporation is authorized to issue by the number of shares cancelled.

The number of shares which the corporation has authority to issue, after giving effect to such cancellation is 4,098,200 shares; itemized as follows:

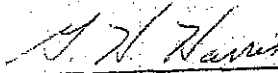
33

<u>Class</u>	<u>Series</u>	<u>No. of Shares</u>
Common Stock (Par value \$2.50 per share)	-	4,000,000
Cumulative Preferred Stock	A 4.70%	98,200.

IN WITNESS WHEREOF, the said SOUTH JERSEY GAS COMPANY has caused this Certificate to be signed by its Vice President, its corporate seal to be affixed, duly attested by its Secretary, this 9th day of July, 1969.

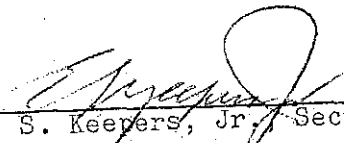
SOUTH JERSEY GAS COMPANY

By



G. H. Harris, Vice President

ATTEST:



E. S. Keepers, Jr. Secretary

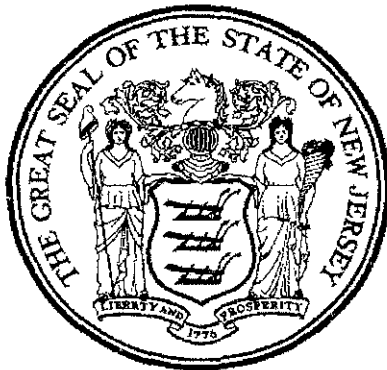
(Corporate Seal)

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STATE OF NEW JERSEY
DEPARTMENT OF THE TREASURY
FILING CERTIFICATION (CERTIFIED COPY)

SOUTH JERSEY GAS COMPANY
0002023000

I, the Treasurer of the State of New Jersey, do hereby certify, that the above named business did file and record in this department the below listed document(s) and that the foregoing is a true copy of the Certificate of Amendment as the same is taken from and compared with the original(s) filed in this office on the date set forth on each instrument and now remaining on file and of record in my office.



IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my Official Seal at Trenton, this 25th day of June, 2012

A handwritten signature in black ink, appearing to read 'Andrew P. Sidamon-Eristoff', written over a faint circular stamp.

*Andrew P Sidamon-Eristoff
State Treasurer*

Certificate Number: 125268248

Verify this certificate online at

https://www1.state.nj.us/TYTR_StandingCert/JSP/Verify_Cert.jsp

X 13709

FILED AND RECORDED
FEB 26 1970 - 11 A.M. - E.S.T.

Geoff Johnson
SECRETARY OF STATE

LICENSE FEE	<u>none</u>
FILING FEE	<u>20.00</u>
RECORDING	<u>5.00</u>
CERTIFYING COPY	_____
SEC. OF STATE	<u>\$25.00</u>

Mr. James Brown
1600 Riverside
036
2 f 001

CERTIFICATE OF AMENDMENT

TO THE

CERTIFICATE SETTING FORTH THE DESIGNATION,
DESCRIPTION AND TERMS OF CUMULATIVE PREFERRED
STOCK, SERIES A OF SOUTH JERSEY GAS COMPANY

To: The Secretary of State
Trenton, New Jersey

SOUTH JERSEY GAS COMPANY, a New Jersey corporation, by its President does hereby certify that:

1. The name of the Company is South Jersey Gas Company.
2. The location of its registered office is 2001 Atlantic Avenue, Atlantic City, New Jersey 08404.
3. At a meeting of the Board of Directors of the Company held November 20, 1969, the Directors unanimously approved the following resolution amending the Certificate Setting Forth the Designation, Description and Terms of the Company's Cumulative Preferred Stock, Series A:

RESOLVED, That if the shareholders of the Company shall approve the proposed amendment to the Certificate of Incorporation hereinabove in these resolutions set forth* at such Special Meeting of Shareholders, or any adjournment thereof, the Certificate Setting Forth the Designation, Description and Terms of Cumulative Preferred Stock, Series A of South Jersey Gas Company shall thereupon be amended without further action by this Board of Directors by adding a new paragraph (h) entitled "Voting Rights" to read as follows:

"(h) Voting Rights. The holders of Series A Preferred Stock shall be entitled to vote share for share with the holders of the Common Stock in all matters requiring the vote of shareholders of the Corporation except as otherwise provided in Article V of the Corporation's Certificate of Incorporation as amended."

* Attached to this Certificate of Amendment as Exhibit A.

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EXHIBIT AAMENDMENT TO CERTIFICATE OF INCORPORATION

RESOLVED, That Article V of the Certificate of Incorporation of the Corporation shall be and is hereby amended by modifying paragraph (A) of Section 6 of Division A of said Article V entitled "Voting Rights of Preferred Stock" so that said Paragraph (A) shall hereafter read in full as follows:

"The holders of the Preferred Stock shall not be entitled to vote except

(i) as provided in a resolution of the Board of Directors, or in any amendment thereto, creating and issuing one or more series of the Preferred Stock;

(ii) as otherwise provided above in Section 5;

(iii) as to matters for which a class vote of the shareholders of the Corporation is required under the laws of the State of New Jersey; and

(iv) if and whenever dividends payable on any of the Preferred Stock shall be in arrears in an amount equivalent to or exceeding four (4) full quarterly dividends, the holders of the shares of Preferred Stock voting separately as a class shall be entitled to elect the smallest number of directors necessary to constitute a majority of the full Board of Directors (the holders of the Common Stock voting separately as a class being entitled to elect the remaining directors), provided, however, that when all arrears in dividends on the Preferred Stock and the current dividend thereon shall have been paid or declared and a sum sufficient for the payment thereof set apart, all voting rights given by this clause (iv) shall be divested from the Preferred Stock (subject,

4. The effective time and date of this Amendment shall be upon the filing of a Certificate of Amendment to the Company's Certificate of Incorporation authorizing the Board of Directors to fix the voting rights of any series of the Company's Preferred Stock.

Dated this 18th day of February, 1970.

SOUTH JERSEY GAS COMPANY

By: William A. Gemmel
William A. Gemmel
President

Approved and filed with the Secretary of State on the day of February, 1970.

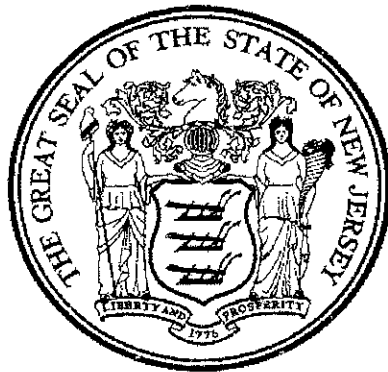
Secretary of State

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STATE OF NEW JERSEY
DEPARTMENT OF THE TREASURY
FILING CERTIFICATION (CERTIFIED COPY)

SOUTH JERSEY GAS COMPANY
0002023000

*I, the Treasurer of the State of New Jersey,
do hereby certify, that the above named business
did file and record in this department the below
listed document(s) and that the foregoing is a
true copy of the
Certificate of Amendment
as the same is taken from and compared with the
original(s) filed in this office on the date set
forth on each instrument and now remaining on file
and of record in my office.*



*IN TESTIMONY WHEREOF, I have
hereunto set my hand and affixed
my Official Seal at Trenton, this
25th day of June, 2012*

A handwritten signature in black ink, appearing to read "Andrew P. Sidamon-Eristoff".

*Andrew P Sidamon-Eristoff
State Treasurer*

Certificate Number: 125268248

Verify this certificate online at

https://www1.state.nj.us/TYTR_StandingCert/JSP/Verify_Cert.jsp

X 13409

FILED AND RECORDED

FEB 26 1970 - 11 A.M. - EST.

Barth J. Williams
SECRETARY OF STATE

LICENSE FEE

FILED FEE

RECORDING

CERTIFYING COPY

SEC. OF STATE

APPROX

20.00

4.00

~~24.00~~

Handwritten notes:
A-1000
Director, West
Three Room Center
in Knoxville
71

2 8 500

CERTIFICATE OF AMENDMENT
TO THE
CERTIFICATE OF INCORPORATION OF
SOUTH JERSEY GAS COMPANY

To: The Secretary of State
Trenton, New Jersey

Pursuant to the provisions of Section 14A:9-2(4) and Section 14A:9-4(3), Corporations, General, of the New Jersey Statutes, the undersigned New Jersey corporation executes the following Certificate of Amendment to its Certificate of Incorporation.

1. The name of the corporation is South Jersey Gas Company.
2. The following amendment to the Certificate of Incorporation was approved by the Board of Directors and thereafter duly adopted by the shareholders of the Company:

RESOLVED, That Article V of the Certificate of Incorporation of the Corporation shall be and is hereby amended by modifying paragraph (A) of Section 6 of Division A of said Article V entitled "Voting Rights of Preferred Stock" so that said Paragraph (A) shall hereafter read in full as follows:

"The holders of the Preferred Stock shall not be entitled to vote except

(i) as provided in a resolution of the Board of Directors, or in any amendment thereto, creating and issuing one or more series of the Preferred Stock;

(ii) as otherwise provided above in Section 5;

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(iii) as to matters for which a class vote of the shareholders of the Corporation is required under the laws of the State of New Jersey; and

(iv) if and whenever dividends payable on any of the Preferred Stock shall be in arrears in an amount equivalent to or exceeding four (4) full quarterly dividends, the holders of the shares of Preferred Stock voting separately as a class shall be entitled to elect the smallest number of directors necessary to constitute a majority of the full Board of Directors (the holders of the Common Stock voting separately as a class being entitled to elect the remaining directors), provided, however, that when all arrears in dividends on the Preferred Stock and the current dividend thereon shall have been paid or declared and a sum sufficient for the payment thereof set apart, all voting rights given by this clause (iv) shall be divested from the Preferred Stock (subject, however, to being at any time or from time to time similarly revived and divested) and provided further that, so long as the holders of Preferred Stock shall have the right to elect directors under the terms of this clause (iv), the number of directors constituting a full Board shall be an odd number fixed by the Board of Directors and stated in the notice of each meeting at which a full Board of Directors is to be elected."

3. Such amendment to the Certificate of Incorporation was duly adopted at a special meeting of shareholders on February 26, 1970.

4. The number of shares outstanding at the time of adoption of the amendment was 1,635,927. The total number of shares entitled to vote thereon was 1,607,727.

5. The number of shares voting FOR and AGAINST such amendment is as follows:

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Number of Shares Voting FOR Amendment

1,180,550

Number of Shares Voting AGAINST Amendment

37,321

6. The effective time and date of this Amendment to the Certificate of Incorporation shall be 11 A.M., February 26, 1970.

Dated this 18th day of February, 1970.

SOUTH JERSEY GAS COMPANY

By:



William A. Gemmel
President

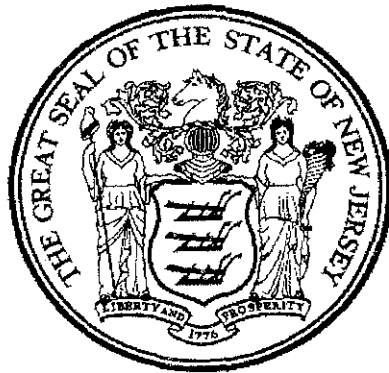
Approved and filed with the Secretary of State on the day of February, 1970.

Secretary of State

STATE OF NEW JERSEY
DEPARTMENT OF THE TREASURY
FILING CERTIFICATION (CERTIFIED COPY)

SOUTH JERSEY GAS COMPANY
0002023000

*I, the Treasurer of the State of New Jersey,
do hereby certify, that the above named business
did file and record in this department the below
listed document(s) and that the foregoing is a
true copy of the
Certificate of Merger
as the same is taken from and compared with the
original(s) filed in this office on the date set
forth on each instrument and now remaining on file
and of record in my office.*



*IN TESTIMONY WHEREOF, I have
hereunto set my hand and affixed
my Official Seal at Trenton, this
25th day of June, 2012*

A handwritten signature in black ink, appearing to read "Andrew P. Sidamon-Eristoff".

*Andrew P Sidamon-Eristoff
State Treasurer*

Certificate Number: 125268231

Verify this certificate online at

https://www1.state.nj.us/TYTR_StandingCert/JSP/Verify_Cert.jsp

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BE IT REMEMBERED, that on this 16th day of June 1970, before me, the subscriber, a Notary Public of New Jersey, personally appeared H. B. Haslett, Jr., who, being by me duly sworn on his oath, does depose and make proof to my satisfaction, that he is the Assistant Secretary of SOUTH JERSEY GAS COMPANY, a corporation of the State of New Jersey, the corporation mentioned in the within Statement of Cancellation of Reacquired Shares of South Jersey Gas Company; that G. H. Harris is the Vice President of said Corporation; that the execution, as well as the making of this Instrument, has been duly authorized by a proper resolution of the Board of Directors of the said Corporation; that deponent well knows the corporate seal of said Corporation; and the seal affixed to said Instrument is such corporate seal and was thereto affixed, and said Instrument signed and delivered by said Vice President, as and for his voluntary act and deed and as and for the voluntary act and deed of said Corporation, in presence of deponent, who thereupon subscribed his name thereto as witness.

H. B. Haslett, Jr.

 H. B. Haslett, Jr.

X 13409

Sworn to and subscribed before :

me, at Atlantic City, New Jersey, :

the date aforesaid. :

Daniel C. Hauschild

 Daniel C. Hauschild
 Notary Public of New Jersey
 My Commission Expires: July 29,
 1971.

(Notarial Seal)

FILED AND RECORDED

JUN 19 1970

Paul Johnson

 SECRETARY OF STATE

LICENSE FEE	<u>None</u>
FILING FEE	<u>\$20.00</u>
RECORDING	<u>3.00</u>
3 CERTIFYING COPY	<u>15.00</u>
SEC. OF STATE	<u>\$38.00</u>

*to Jersey Gas Company
 c. Hauschild
 Atlantic Avenue
 Atlantic City N.J. 08404*

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CERTIFICATE OF MERGER
OF
SJC CORPORATION
INTO
SOUTH JERSEY GAS COMPANY

To: The Secretary of State
State of New Jersey

Pursuant to the provisions of Section 14A:10-1 and Section 14A:10-4, Corporations, General, of the New Jersey Statutes, the undersigned corporations hereby execute the following Certificate of Merger.

ARTICLE ONE

SJC CORPORATION, a corporation duly organized and validly existing under the laws of the State of New Jersey, will be merged into SOUTH JERSEY GAS COMPANY, a corporation duly organized and validly existing under the laws of the State of New Jersey, which is hereinafter designated as the surviving corporation.

ARTICLE TWO

The Plan of Merger and Reorganization, a copy of which is attached hereto as Exhibit I and made a part hereof, was approved by

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the shareholders of each of the undersigned corporations in the manner prescribed by the New Jersey Business Corporation Act.

ARTICLE THREE

As to each corporation whose shareholders are entitled to vote, the number of shares outstanding are:

<u>Name of Corporation</u>	<u>Total Number of Shares Outstanding</u>
South Jersey Gas Company	1,635,927 shares
SJG Corporation	100 shares

ARTICLE FOUR

As to each corporation whose shareholders are entitled to vote, the number of shares voted "FOR" and "AGAINST" the Plan of Merger and Reorganization are:

<u>Name of Corporation</u>	<u>Total Shares Voted "FOR"</u>	<u>Total Shares Voted "AGAINST"</u>
South Jersey Gas Company	1,147,978 shares	30,910 shares
SJG Corporation	100 shares	-0-

ARTICLE FIVE

The effective date of this certificate will be 3:00 p.m., Eastern Standard Time, on Monday, April 20, 1970.

IN WITNESS WHEREOF each of the undersigned corporations
has caused this Certificate of Merger to be executed in its name by
its President as of this 15th day of April, 1970.

SJG CORPORATION

By William A. Gemmel
William A. Gemmel, President

SOUTH JERSEY GAS COMPANY

By William A. Gemmel
William A. Gemmel, President

Approved and filed with the Secretary of State on the
day of April, 1970.

Secretary of State

EXHIBIT I

PLAN OF MERGER AND REORGANIZATION

THIS IS A PLAN OF MERGER AND REORGANIZATION, dated March 9, 1970 ("Plan"), between SJG CORPORATION ("SJG") and SOUTH JERSEY GAS COMPANY ("Gas Company"), both New Jersey corporations, and is joined in by SOUTH JERSEY INDUSTRIES, INC. ("Holding Company"), a New Jersey corporation, to evidence, in consideration of its rights under this Plan, its agreement to the issue of its stock under the terms of this Plan.

BACKGROUND

A. Gas Company is a corporation duly organized and validly existing under the laws of the State of New Jersey, with authorized capital stock consisting of 4,000,000 shares of Common Stock, \$2.50 par value, and 100,000 shares of Cumulative Preferred Stock, \$100 par value, of which 1,607,727 shares of Common Stock and 28,200 shares of Series A, 4.70% Preferred Stock, are issued and outstanding. There are no options or agreements for the purchase of any unissued shares of stock of Gas Company.

B. SJG is a corporation duly organized and validly existing under the laws of the State of New Jersey, with authorized capital stock consisting of 100 shares of Common Stock, par value \$1.00 per share, of which all 100 shares are issued and outstanding and owned in their entirety by Holding Company.

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C. Holding Company is a corporation duly organized and lawfully existing under the laws of the State of New Jersey, with authorized capital stock consisting of (a) 5,000,000 shares of Common Stock, par value \$2.50 per share, of which 100 shares are issued and outstanding and (b) 2,500,000 shares of Preference Stock, without par value, none of which have been issued.

D. The boards of directors of Gas Company, SJG and Holding Company consider that it would be advisable and to the advantage of such corporations and their respective shareholders for SJG to merge into Gas Company pursuant to this Plan and the applicable provisions of the laws of the State of New Jersey, for each outstanding share of Common Stock of Gas Company to be converted in such merger (the "Merger") into one share of Common Stock of Holding Company, and for the outstanding shares of Common Stock of SJG to be converted upon the Merger into shares of Common Stock of Gas Company as provided in this Plan.

TERMS

The parties hereto, intending to be legally bound, hereby agree as follows:

1. Method and Effect of Merger; Effective Date. SJG shall merge into Gas Company pursuant to the provisions of N.J.S.A. 17:27A:10 on the terms and subject to the conditions and requirements hereinafter stated. Without any limitation on the effect of the Merger as provided by law, all the rights, powers, privileges, immunities, franchises and property, real, personal and mixed of SJG

will, without further act or deed, be transferred to and vested in Gas Company which will be the surviving corporation in the Merger. Gas Company will thenceforth be responsible for all of the liabilities and obligations of SJG. The Merger will take effect on the date and at the time provided in articles of merger to be filed in the office of the Secretary of State of New Jersey ("Effective Date").

2. Conversion and Delivery of Shares; Record Holders.

(a) On the Effective Date each issued and outstanding share of Common Stock of Gas Company will, without further action on the part of Holding Company or any holder of such shares, be converted by the Merger into one share of Common Stock of Holding Company; provided, however, that shares of Common Stock of Holding Company attributable to any holder of Common Stock of Gas Company who has filed a notice of dissent with Gas Company as provided in N.J.S.A. § 14A:11-2(1) will be deemed to be cancelled upon the making by such shareholder of a written demand on Gas Company for the payment of the fair value of his shares as provided in N.J.S.A. § 14A:11-2(3), subject to reinstatement of such shares if his right to be paid the fair value of his shares ceases as provided in N.J.S.A. § 14A:11-4.

(b) The 28,200 shares designated Series A, 4.70% Preferred Stock, \$100 par value, of Gas Company will not

be converted by the Merger. Such shares will continue from and after the Effective Date to be outstanding shares of Gas Company.

(c) On the Effective Date all issued and outstanding shares of Common Stock of SJG will be converted by the Merger into 1,607,727 shares of Common Stock of Gas Company; provided, however, that to the extent that shares of Common Stock of Holding Company are cancelled pursuant to paragraph 2(a) hereof, a corresponding number of shares of Common Stock of Gas Company will be cancelled, and that to the extent that shares of Common Stock of Holding Company are reinstated pursuant to paragraph 2(a) hereof, a corresponding number of shares of Common Stock of Gas Company will be reinstated. Certificates representing the shares of outstanding Common Stock of SJG will be surrendered and cancelled and the monies paid in for such shares will be returned to Holding Company.

(d) Shares of Common Stock of Holding Company outstanding prior to the Effective Date will be purchased by Holding Company from the holder thereof at the price paid by him for such shares, and the certificate representing such shares will be surrendered and cancelled.

(e) After the Effective Date of the Merger each holder of a certificate or certificates theretofore representing outstanding shares of Common Stock of Gas Company

may surrender the same to First National Bank of South Jersey, Pleasantville, New Jersey and will receive in exchange therefor a certificate or certificates representing the number of shares of Common Stock of Holding Company into which his shares have been converted. Until so surrendered each share certificate which, prior to the Effective Date, represented shares of Common Stock of Gas Company will, upon and after the Effective Date of the Merger, be deemed for all corporate purposes to evidence the number of shares of Common Stock of Holding Company into which such shares of Common Stock of Gas Company are thereby converted; provided, however, that certificates for any shares of Common Stock of Gas Company the holders of which make a written demand on Gas Company for the payment of the fair value of their shares as provided in N.J.S.A. § 14A:11-2(3) will be deemed to represent only the rights afforded such dissenting holders by the New Jersey Business Corporation Act.

(f) After the period during which a shareholder must make a written demand upon Gas Company for the payment of the fair value of his shares as provided in N.J.S.A. § 14A:11-2(3) has expired, Gas Company will deliver to Holding Company a certificate evidencing the aggregate number of shares of Common Stock of Gas Company into which the

shares of SJG have been converted under the provisions of paragraph 2(c) hereof. Thereafter, Gas Company will from time to time deliver to Holding Company certificates for any shares of Common Stock of Gas Company which have been reinstated under the provisions of paragraph 2(c) hereof.

(g) No other stock, securities, cash or property will be allocated to shareholders of SJG, Gas Company or Holding Company or to any other person, firm or corporation by reason of the Merger in respect of stock held prior to the Merger.

(h) Prior to the Effective Date, SJG will not issue or dispose of additional shares of stock other than to Holding Company and Holding Company will not transfer or otherwise dispose of any stock of SJG other than to SJG.

(i) If the Effective Date occurs prior to the declaration by Gas Company of a dividend on its Common Stock, Gas Company will pay its next regular quarterly dividend to Holding Company and Holding Company will declare and pay an equivalent dividend to the holders of its Common Stock. If the Effective Date has not occurred at the time of a declaration by Gas Company of a dividend on its Common Stock, then the Effective Date will not occur until after the payment by

Gas Company of such dividend.

3. Concerning Gas Company.

(a) Prior to the Effective Date the Certificate of Incorporation of Gas Company will be amended to authorize Gas Company's Board of Directors to fix in a resolution, or in any amendment thereto, creating and issuing a series of preferred stock the voting rights which the holders of such series of preferred stock will be entitled to. After the amendment to the Certificate of Incorporation has been effected, the Certificate of Designation setting forth the terms of Gas Company's Series A Preferred Stock will be amended by action of the Board of Directors to give the holders of shares of its Series A Preferred Stock the right to vote such shares as one class with the holders of Gas Company's Common Stock in the same manner and with the same effect as though they were holders of shares of Gas Company's Common Stock. A copy of these amendments is attached hereto as Exhibit 1.

(b) The By-laws of Gas Company in effect on the Effective Date will continue to be its By-laws until changed as permitted by law.

(c) The directors of Gas Company on the Effective Date will continue as its directors for their respective terms of office and until their successors have been elected and qualified pursuant to law.

4. Concerning Holding Company.

(a) The Certificate of Incorporation and the By-laws of Holding Company are set forth in Exhibit 2 attached hereto.

(b) The By-laws of Holding Company in effect on the Effective Date will continue to be its By-laws until changed as permitted by law.

(c) The directors of Holding Company on the Effective Date will continue as its directors for their respective terms of office and until their successors have been elected and qualified pursuant to law.

5. Conditions to Plan; Selection of Effective Date.

(a) The consummation of this Plan will be subject to the conditions that:

(i) This Plan will have been approved by the shareholders of Gas Company, SJG and Holding Company, respectively.

(ii) The number of shares of Common Stock of Gas Company, the holders of which have filed a notice of dissent with Gas Company as provided in N.J.S.A. § 14A:11-2(1), shall not exceed 18% of the total outstanding shares of Common Stock of Gas Company.

(iii) Gas Company will have received a ruling from the Internal Revenue Service, in form and substance satisfactory to it and its counsel, to the following effect:

(A) For federal income tax purposes the formation of SJG and its merger into Gas Company will be disregarded and the Merger contemplated by the Plan will be viewed as an acquisition by Holding Company of all of the

outstanding shares of Gas Company Common Stock, exclusive of those owned by dissenting shareholders, solely in exchange for shares of Holding Company Common Stock;

(B) No gain or loss will be recognized for federal income tax purposes (i) to Holding Company or to the holders of Common Stock of Gas Company (other than shareholders who make a written demand on Gas Company for the payment of the fair value of their shares) upon exchange of their shares of Common Stock of Gas Company for shares of Common Stock of Holding Company, and (ii) to Gas Company or to the holders of Gas Company's Series A Preferred Stock upon granting voting rights to the Series A Preferred shareholders; and

(C) As to such other matters as Gas Company may deem advisable.

(iv) All regulatory approvals and authorizations necessary to the consummation of the Merger and this Plan will have been obtained.

(b) If all of the conditions to this Plan have been satisfied, a date not later than June 30, 1970 will be selected by the boards of directors of Holding Company, SJG and Gas Company as the Effective Date of the Merger; provided, however, that the Effective Date will not occur during the period between the declaration by Gas Company of a dividend on its Common Stock and the date set for payment of such dividend.

6. Representation and Warranty by SJG. SJG represents and warrants to Gas Company that on the Effective Date its liabilities will not exceed \$300.

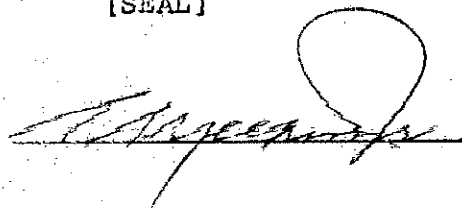
7. Termination of Plan. At any time prior to the Effective Date, this Plan may be terminated for any reason by a majority

vote of the boards of directors of Gas Company, SJG and Holding Company, respectively.

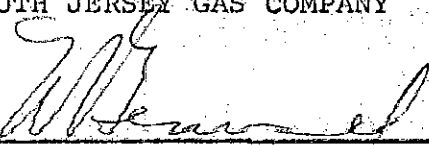
8. Modification of Plan. At any time and from time to time prior to the Effective Date, this Plan, if not previously terminated, may be amended or supplemented in any manner, including extension of the deadline set forth in paragraph 5(b) hereof, by a majority vote of the boards of directors of Gas Company, SJG and Holding Company, respectively, except that no change may be made in the stock exchange ratio provided in this Plan without the approval thereof by the shareholders of Gas Company, SJG and Holding Company, respectively.

Attest:

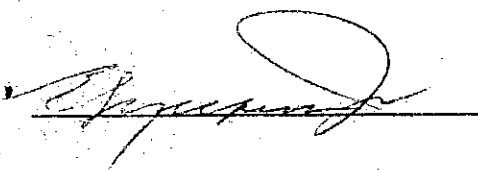
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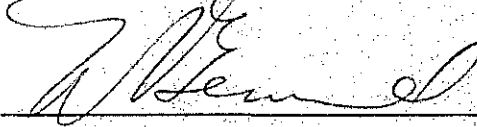
SOUTH JERSEY GAS COMPANY

By 

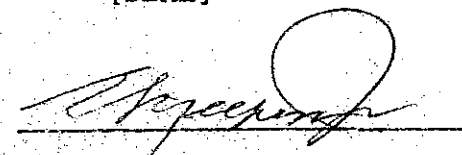
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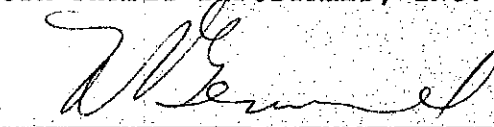
SJG CORPORATION

By 

[SEAL]



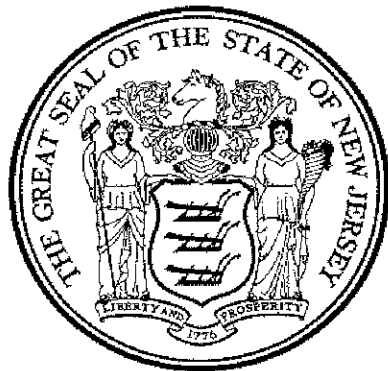
SOUTH JERSEY INDUSTRIES, INC.

By 

STATE OF NEW JERSEY
DEPARTMENT OF THE TREASURY
FILING CERTIFICATION (CERTIFIED COPY)

SOUTH JERSEY GAS COMPANY
0002023000

*I, the Treasurer of the State of New Jersey,
do hereby certify, that the above named business
did file and record in this department the below
listed document(s) and that the foregoing is a
true copy of the
Certificate of Restated
as the same is taken from and compared with the
original(s) filed in this office on the date set
forth on each instrument and now remaining on file
and of record in my office.*



*IN TESTIMONY WHEREOF, I have
hereunto set my hand and affixed
my Official Seal at Trenton, this
25th day of June, 2012*

*Andrew P Sidamon-Eristoff
State Treasurer*

Certificate Number: 125268439

Verify this certificate online at

https://www1.state.nj.us/TYTR_StandingCert/JSP/Verify_Cert.jsp

RESTATED CERTIFICATE OF INCORPORATION
OF
SOUTH JERSEY GAS COMPANY

To: THE SECRETARY OF STATE
State of New Jersey

Pursuant to the provisions of Section 14A:9-5, Corporations, General, of the New Jersey Statutes, the undersigned corporation hereby executes the following Restated Certificate of Incorporation:

FIRST: The name of the corporation is SOUTH JERSEY GAS COMPANY.

SECOND: The purpose or purposes for which the corporation is organized are: The manufacture and sale of gas and the products thereof and other like articles.

In furtherance, and not in limitation, of the powers hereinabove stated, and the general powers conferred by the laws of the State of New Jersey, it is hereby expressly provided that the corporation shall have also the following powers:

(a) To buy, sell, use or manufacture gas of any type or composition for fuel, heat, light and other purposes, and to manufacture, use, sell and lease gas and vapor manufacturing and consuming machines, merchandise and appliances; to buy, sell and refine oils, hydrocarbons, or other materials for the manufacture of gas or vapor, or for the production of heat and light; and to construct and maintain pipe lines, mains and conduits for the storage, transportation, distribution, and sale of any such gas, oil or other liquids.

(b) To mine, dig for, drill, explore, or otherwise obtain from the earth, petroleum, rock or carbon oils, gas, natural gas and other mineral substances; to store, manufacture, refine, prepare for market, buy, sell and transport the same in the crude or refined condition; to acquire for these purposes gas and oil lands, lease-

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holds, rights and other interests in real estate, to construct and maintain pipe lines, mains and conduits for the transportation of gas or oil for the use of the public generally or of said corporation; to lay, buy, lease, sell and operate pipes, pipe lines, storage tanks and underground storage areas to be used for the purpose of transporting and storing gas and oil, and of doing a general pipe line and storage business; to construct and maintain gas wells, oil wells and refineries, and to buy, sell and deal in gas, oil and mineral substances, and to carry on in connection with any or all of said purposes the business of buying and selling goods, wares and merchandise.

(c) To manufacture, purchase or otherwise acquire, hold, own, sell, assign and transfer, invest, trade, deal in and deal with goods, wares and merchandise and property of every class and description.

(d) To carry on any other business (whether manufacturing, commercial, or otherwise) which may, in the discretion of the directors, seem advantageous and capable of being carried on in conjunction with the above or calculated directly or indirectly to enhance the value of the corporation's property or rights.

(e) To acquire the good will, business, property and assets, and to assume or undertake the whole or any part of the liabilities of any person, firm, association, or corporation, and to pay for the same in cash, stock, bonds, debentures or other securities of this corporation, or otherwise, as the directors may determine.

(f) To purchase or otherwise acquire and to hold, sell, assign, transfer, mortgage, pledge or otherwise dispose of shares of the capital stock and bonds, debentures or other evidences of indebtedness created by any other corporation or corporations, domestic or foreign, and, while the holder thereof, to exercise all the rights and privileges of ownership, including the right to vote thereon.

(g) To purchase or otherwise acquire, to hold, own, maintain, work, mine and develop, and to sell, convey, mortgage, lease or otherwise dispose of, without limit as to amount, within or without the State of New Jersey, real estate and real property, and any interest and rights therein.

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(h) To do all and everything necessary, suitable, convenient or proper for the accomplishment of any of the purposes, or the attainment of any one or more of the objects herein enumerated, or incidental to the powers herein named, or which shall at any time appear conducive or expedient for the protection or benefit of the corporation.

It is the intention that the objects, purposes and powers specified and clauses contained in this ARTICLE SECOND, shall be nowise limited or restricted by reference to or inference from the terms of any other clause of this or any other paragraph in this Restated Certificate of Incorporation, but that the objects, purposes and powers specified in each of the clauses of this paragraph shall be regarded as independent objects, purposes and powers.

Third: The authorized capital stock of the corporation is four million ninety-seven thousand three hundred (4,097,300) shares, of which ninety-seven thousand three hundred (97,300) shares are Cumulative Preferred Stock of the par value of one hundred dollars (\$100) per share (hereinafter called "Preferred Stock"), and four million shares (4,000,000) are Common Stock of the par value of two dollars and fifty cents (\$2.50) per share.

The designations, preferences, relative, participating, optional and other special rights, qualifications, limitations and restrictions of the shares of the capital stock of this corporation shall be as follows or as determined in accordance with the following provisions:

Division A—The Preferred Stock

Section 1. Issue in Series.

(A) The corporation may, by resolution of its Board of Directors at any time or from time to time, within the then total authorized amount of the Preferred Stock, create and issue one or more series of the Preferred Stock and fix the designations, descriptions and terms of any such series in the respects in which the shares thereof may vary from the shares of other series of the Preferred Stock as hereinafter provided, fix the authorized amount of any series and increase or

decrease such authorized amount from time to time, and establish or re-establish any unissued shares of the Preferred Stock as shares of any series or as authorized Preferred Stock which is not part of an existing series.

(B) The shares of the Preferred Stock may be divided into and issued in series, from time to time, as herein provided, each of such series to be distinctively designated. All shares of the Preferred Stock of all series shall be of equal rank and all shares of any particular series of the Preferred Stock shall be identical except as to the date or dates from which dividends thereon shall be cumulative as provided in Section 2 of this Division A. The shares of the Preferred Stock of different series, subject to any applicable provision of law, may vary as to the following terms, which shall be fixed in the case of each series, at any time prior to the issuance of the shares thereof, in the resolutions of the Board of Directors providing for the creation of such series:

(i) The annual dividend rate (within such limits as shall be permitted by law) for the particular series and the date from which dividends shall be initially cumulative on all shares of such series;

(ii) The terms, including the redemption price or prices, on which the particular series may be redeemed;

(iii) The amount or amounts per share for the particular series payable to the holders thereof upon any voluntary or involuntary liquidation, dissolution or winding up of the affairs of the corporation, which may be different for voluntary and involuntary liquidation, dissolution or winding up;

(iv) The terms and amount of the sinking fund or purchase fund, if any, provided for the redemption or purchase of shares of the particular series; and

(v) The terms and conditions, if any, upon which the holders of any shares of a particular series may convert such shares into capital stock of the corporation of any other class or classes or of any one or more series of the same class or of another class or classes.

Section 2. Dividends and Restrictions Thereon.

(A) The holders of each series of the Preferred Stock at the time outstanding shall be entitled to receive, but only when and as declared by the Board of Directors, out of funds legally available for the payment of dividends, cumulative preferential dividends, at the annual dividend rate for the particular series fixed therefor, and no more, as herein provided, payable quarterly on the first days of January, April, July and October in each year, to shareholders of record on the respective dates, not exceeding forty (40) days preceding such dividend payment dates, fixed for the purpose by the Board of Directors. No dividends shall be declared on any series of the Preferred Stock in respect of any quarterly dividend period unless there shall likewise be declared on all shares of all series of Preferred Stock at the time outstanding, like proportionate dividends, ratably, in proportion to the respective annual dividend rates fixed therefor, in respect of the same quarterly dividend period, to the extent that such shares are entitled to receive dividends for such quarterly dividend period. The term "quarterly dividend period" shall mean the quarterly period immediately preceding the first days of January, April, July and October, respectively, in each year. Dividends on the shares of Preferred Stock of any series initially issued shall be cumulative from and including a date fixed for such series at the time of the initial establishment or designation of such series and, on any additional shares of the same series, from and including the first day of the quarterly dividend period in which such additional shares shall be issued.

(B) If any dividends are declared or paid on the Preferred Stock in an amount less than the full cumulative dividends accrued or in arrears on all shares of Preferred Stock of all series outstanding, such amount shall be divided between the different series in proportion to the aggregate amounts which would be distributed to the Preferred Stock of each series if full cumulative dividends were declared and paid thereon. The amount of any deficiency for past dividend periods may be paid or declared and set apart at any time without reference to any quarterly dividend payment date. No accumulation of unpaid dividends on the Preferred Stock shall bear interest.

(C) Dividends remaining unclaimed by the holders of shares of Preferred Stock for four and one-half (4½) years after having been declared and made available for payment to such holders of Preferred

Stock shall revert to this corporation for its general corporate purposes and the obligation of this corporation to pay such dividends shall at that time cease and determine.

(D) So long as any shares of the Preferred Stock shall be outstanding, this corporation shall not declare or pay any dividends on any shares of Common Stock or on any other class of stock ranking junior as to dividends to the Preferred Stock (other than dividends payable in stock ranking junior, as to dividends and assets in liquidation, to the Preferred Stock), or make any other distribution on any shares of such junior stock or make any expenditures for the purchase, redemption or other retirement for a consideration of shares of this corporation's stock of any class ranking junior as to assets in liquidation to the Preferred Stock (other than in exchange for, or from the proceeds of any substantially concurrent sale made of, other shares of stock of this corporation ranking junior to the Preferred Stock as to dividends and assets in liquidation), unless accrued dividends on all shares of the Preferred Stock for all past quarterly dividend periods shall have been paid or declared and a sum sufficient for the payment thereof set apart and the full dividend for the then current quarterly dividend period shall have been or concurrently shall be paid or declared and a sum sufficient for the payment thereof set apart.

(E) So long as any shares of the Preferred Stock shall be outstanding, this corporation shall not declare or pay any dividends on any shares of Common Stock or any other class ranking junior as to dividends to the Preferred Stock (other than dividends payable in shares ranking junior, as to dividends and assets in liquidation, to the Preferred Stock) or make any other distribution on any shares of such junior stock, or make any expenditures for the purchase, redemption or other retirement for a consideration of shares of this corporation's stock of any class ranking junior as to assets in liquidation to the Preferred Stock (other than in exchange for, or from the proceeds of any substantially concurrent sale made of, other shares of stock of this corporation ranking junior to the Preferred Stock as to dividends and assets in liquidation), if the aggregate amount of all such dividends, distributions and expenditures paid or made by this corporation after December 31, 1964, would exceed the aggregate amount of this corporation's net income available for dividends on junior stock accumulated after December 31, 1964, by this corporation plus the sum of \$1,000,000.

Section 3. Redemption and Repurchase of Preferred Stock.

(A) The corporation may, at its option, expressed by resolution of its Board of Directors, at any time or from time to time, redeem the whole or any part of any series of the Preferred Stock which by its terms shall be redeemable at the redemption prices fixed for such series. Notice of any proposed redemption of Preferred Stock shall be given by this corporation by mailing a copy of such notice, at least thirty (30) days but not more than ninety (90) days prior to the date fixed for such redemption, to holders of record of the Preferred Stock to be redeemed at their respective addresses then appearing on the books of the corporation. Any such redemption of shares of Preferred Stock shall be in such amount, at such place and by such method, whether by lot or pro rata, as shall from time to time be determined by resolution of the Board of Directors. On or after the date specified in such notice, each holder of shares of Preferred Stock called for redemption shall be entitled to receive, upon presentation and surrender at the place designated in such notice of the certificates for such shares of Preferred Stock held by him, the redemption price thereof. Such certificates shall, if required by the corporation, be properly endorsed in blank for transfer or accompanied by proper instruments of assignment or transfer in blank, and bear all necessary stock transfer tax stamps thereto affixed and cancelled.

(B) On and after the date fixed for redemption, if notice is given as aforesaid, unless default is made by this corporation in providing funds sufficient for such redemption at the time and place specified for the payment thereof pursuant to such notice, all dividends on the shares called for redemption shall cease to accrue; and on and after such redemption date, unless default be made as aforesaid, or on and after the date of earlier deposit by this corporation, in trust for the benefit of the holders of the shares of Preferred Stock so called for redemption, of all funds necessary for such redemption with a bank or trust company doing business in Atlantic City, New Jersey or New York City, New York and having, according to its last published statement, capital, surplus and undivided profits aggregating at least \$3,000,000 (provided, in the latter case, that such notice of redemption shall have been mailed to the holders of record of the shares of Preferred Stock to be redeemed or that the corporation shall have executed and delivered to the bank or trust company with

which such deposit of funds is made an instrument irrevocably authorizing it to mail such notice at this corporation's expense), all rights of the holders of the shares of Preferred Stock so called for redemption as shareholders of this corporation, except only the right to receive when due the redemption funds to which they are entitled without interest, shall cease and determine.

(7) Any funds deposited with a bank or trust company for the redemption of shares of Preferred Stock, which shall remain unclaimed by the holders of such Preferred Stock at the end of four and one-half (4½) years after the redemption date shall be paid over by such bank or trust company to this corporation and thereby revert to the general funds of this corporation, to be used by it for its general corporate purposes, and thereafter such holders shall have no claim against such bank or trust company or this corporation therefor. Any interest which shall have been allowed by such bank or trust company on any funds deposited with a bank or trust company for the redemption of shares of Preferred Stock shall belong to this corporation and shall be paid to it from time to time.

(8) Except as otherwise herein provided, the corporation may also from time to time purchase shares of Preferred Stock of any series for any sinking or purchase fund or otherwise at not exceeding the then applicable current redemption prices for such series, including accrued dividends thereon to the date of purchase, plus customary brokerage commissions.

(9) If and so long as there are dividends in arrears on any shares of Preferred Stock of any series or a default exists in any sinking or purchase fund obligation provided for the benefit of any series of Preferred Stock, the corporation shall not redeem any shares of any series of Preferred Stock, unless in connection therewith all of the then outstanding Preferred Stock of all series is redeemed, or purchase any shares of any series of Preferred Stock unless an offer to purchase all of the then outstanding shares of Preferred Stock of all series is made to all of the holders thereof at the same percentage of the then applicable current redemption prices for each such series.

(10) All or any shares of Preferred Stock at any time redeemed, purchased or acquired by the corporation may thereafter, in the discretion of the Board of Directors, be reissued or otherwise disposed

of at any time or from time to time to the extent and in the manner permitted by law, subject, however, to the limitations herein contained, or imposed by action of the Board of Directors creating any series, upon the issue or reissue of shares of such series of Preferred Stock.

Section 4. Liquidation Rights.

Before any amount shall be paid to, or any assets distributed among, the holders of the Common Stock or of any other stock of the corporation ranking junior as to dividends or assets to the Preferred Stock upon any involuntary liquidation, dissolution or winding up of the corporation, and after paying or providing for the payment of all creditors of the corporation, the holders of all shares of each series of the Preferred Stock at the time outstanding shall be entitled to receive, for each share of each series thereof, the par value thereof together with accrued dividends, or, if such liquidation, dissolution or winding up shall have been voluntary, an amount per share equal to the then applicable current redemption price fixed for such series, including accrued dividends. No payments on account of such distributive amounts shall be made to the holders of shares of any series of the Preferred Stock unless there shall likewise be paid at the same time to the holders of shares of each other series of the Preferred Stock at the time outstanding like proportionate distributive amounts ratably, in proportion to the full distributive amounts to which they are respectively entitled as herein provided. If the assets of the corporation available for distribution to holders of Preferred Stock shall not be sufficient to make the full payment herein required, such assets shall be distributed to the holders of the shares of the respective series of Preferred Stock then outstanding, ratably, in proportion to the amounts payable on each share thereof, including accrued dividends. The holders of the Preferred Stock of any series shall not be entitled to receive any amounts with respect thereto upon any liquidation, dissolution or winding up of the corporation other than the amounts referred to in this Section. Neither the consolidation nor merger of the corporation with or into any other corporation or corporations, nor the sale, conveyance, exchange or transfer by the corporation of all or any part of its assets, shall be deemed to be a liquidation, dissolution or winding up of the corporation for the purposes of this Section.

Section 5. Restrictions on Certain Corporate Action.

(A) So long as any shares of Preferred Stock of any series are outstanding, the corporation shall not, without the consent (given in writing or by vote at a meeting duly called and held for that purpose in the manner proscribed by the by-laws of the corporation) of the holders of record of at least two-thirds in interest of the shares of Preferred Stock then outstanding (any consent so given to be binding upon subsequent holders of shares of Preferred Stock, whether theretofore or thereafter issued):

(i) create or authorize or increase the authorized amount of any shares of any class of stock ranking prior to the Preferred Stock as to dividends or as to assets in liquidation, or create or authorize or increase the authorized amount of any security convertible into, or evidencing the right to purchase, shares of stock ranking prior to the Preferred Stock; or

(ii) amend, alter, change or repeal any of the express terms of the Preferred Stock or of any series of Preferred Stock then outstanding in a manner prejudicial to the holders thereof, provided, however, that if any such amendment, alteration, change or repeal would be prejudicial to the holders of shares of one or more, but not all, of the series of Preferred Stock at the time outstanding, such consent shall be required only from the holders of record of two-thirds in interest of the outstanding shares of any such series so affected; or

(iii) sell, lease, transfer, convey or otherwise dispose of all or substantially all of the property or business of the corporation, unless such sale, lease, transfer, conveyance or other disposition shall have been required by order of a regulatory authority having jurisdiction in the premises, provided, however, that no consent of the holders of Preferred Stock shall be required under this provision in connection with the creation of, or amendment to, any mortgage or other encumbrance securing indebtedness upon any or all of the property of this corporation; or

(iv) merge or consolidate with or into any other corporation or corporations, unless such merger or consolidation, or the issuance and assumption of all securities to be issued or assumed in

connection with any such merger or consolidation, shall have been ordered, approved, authorized or permitted by a regulatory authority having jurisdiction in the premises, provided, however, that no such consent of the holders of Preferred Stock shall be required in connection with the purchase or other acquisition by this corporation of franchises or assets of another corporation in any manner which does not involve a merger or consolidation or in connection with the merger into this corporation of another corporation, all of the stock and other securities of which are at the time owned by this corporation.

(B) So long as any shares of Preferred Stock of any series are outstanding, the corporation shall not, without the consent (given in writing or by vote at a meeting duly called and held for that purpose in the manner prescribed by the by-laws of the corporation) of the holders of record of at least a majority in interest of the shares of Preferred Stock then outstanding (any consent so given to be binding upon subsequent holders of shares of Preferred Stock, whether theretofore or thereafter issued):

(i) increase the total authorized amount of Preferred Stock or create or authorize or increase the authorized amount of any shares of any class of stock ranking on a parity with the Preferred Stock as to dividends or as to assets in liquidation, or create or authorize or increase the authorized amount of any security convertible into, or evidencing the right to purchase, shares of any such parity stock; or

(ii) reclassify into Preferred Stock, or into a class ranking on a parity with the Preferred Stock as to dividends or assets in liquidation, any shares of any class of stock ranking junior as to dividends or assets to the Preferred Stock; or

(iii) issue any shares of the Preferred Stock or issue any stock of any class ranking as to dividends or as to assets in liquidation on a parity with the Preferred Stock or dispose of any shares of Preferred Stock or of such parity stock previously reacquired, unless

(a) the net income available for dividends on Preferred Stock, as defined herein, for a period of twelve (12) consecutive

calendar months within the fifteen (15) calendar months immediately preceding the calendar month within which such additional shares of stock are to be issued or disposed of, shall have been at least two and one-half ($2\frac{1}{2}$) times the aggregate annual dividend requirements upon the entire amount of Preferred Stock and any stocks of this corporation of any class ranking as to dividends or assets in liquidation prior to or on a parity with the Preferred Stock to be outstanding after giving effect to the issuance or disposition of such additional shares,

(b) the gross income available for payment of interest charges, as defined herein, for a period of twelve (12) consecutive calendar months within the fifteen (15) calendar months immediately preceding the calendar month within which such additional shares of stock are to be issued or disposed of, shall have been at least one and one-half ($1\frac{1}{2}$) times the sum of (1) the aggregate annual interest charges on all indebtedness of this corporation to be outstanding after giving effect to the issuance or disposition of such additional shares, and (2) the aggregate annual dividend requirements upon the entire amount of Preferred Stock and any stocks of this corporation of any class ranking as to dividends or assets in liquidation prior to or on a parity with the Preferred Stock to be outstanding after giving effect to the issuance or disposition of such additional shares, and

(c) the aggregate of the capital of this corporation applicable to all stock ranking as to dividends and assets in liquidation junior to the Preferred Stock, plus capital surplus and earned surplus of this corporation, including premiums on stock of this corporation of any class, shall be not less than the aggregate amount payable upon involuntary liquidation, dissolution or winding up of this corporation to the holders of shares of Preferred Stock and of stock ranking as to assets in liquidation prior to or on a parity with the Preferred Stock to be outstanding after giving effect to the issuance or disposition of such additional shares.

There shall be excluded from the foregoing computations (a) all indebtedness and all shares of stock which are to be retired in connection with

the issuance or disposition of such additional shares and (b) interest charges on all indebtedness and dividend requirements on all shares of stock which are to be retired in connection with the issuance or disposition of such additional shares. The gross income of any property acquired by this corporation during or after the period for which income is computed, or of any property which is to be acquired in connection with the issuance or disposition of any such additional shares, if capable of being separately determined or estimated, may be included on a pro forma basis in the foregoing computations; and the gross income of any property disposed of by this corporation during or after the period for which income is computed, if capable of being separately determined or estimated, shall be excluded on a pro forma basis in the foregoing computations.

(C) No consent of the holders of the shares of any series of Preferred Stock shall be required in respect of any actions to be taken by this corporation hereinabove set forth in paragraphs (A) or (B) of this Section if irrevocable provision is contemporaneously made for the redemption or retirement of all shares of such series of Preferred Stock at the time outstanding, or if provision is made that the proposed action shall not be effective unless irrevocable provision is made for the prompt redemption or retirement of all shares of such series of Preferred Stock at the time outstanding or until all said shares shall have been purchased by the corporation.

Section 6. Voting Rights of Preferred Stock.

(A) The holders of the Preferred Stock shall not be entitled to vote except

(i) as provided in a resolution of the Board of Directors, or in any amendment thereto, creating and issuing one or more series of the Preferred Stock;

(ii) as otherwise provided above in Section 5;

(iii) as to matters for which a class vote of the shareholders of the corporation is required under the laws of the State of New Jersey; and

(iv) if and whenever dividends payable on any of the Preferred Stock shall be in arrears in an amount equivalent to or exceeding four (4) full quarterly dividends, the holders of the shares of Preferred Stock voting separately as a class shall be entitled to elect the smallest number of directors necessary to constitute a majority of the full Board of Directors (the holders of the Common Stock voting separately as a class being entitled to elect the remaining directors), provided, however, that when all arrears in dividends on the Preferred Stock and the current dividend thereon shall have been paid or declared and a sum sufficient for the payment thereof set apart, all voting rights given by this clause (iv) shall be divested from the Preferred Stock (subject, however, to being at any time or from time to time similarly revived and divested) and provided further that, so long as the holders of Preferred Stock shall have the right to elect directors under the terms of this clause (iv), the number of directors constituting a full Board shall be an odd number fixed by the Board of Directors and stated in the notice of each meeting at which a full Board of Directors is to be elected.

(B) Whenever, under the provisions of clause (iii) of paragraph (A) above, the rights of holders of the Preferred Stock to elect directors shall accrue or shall terminate, a proper officer of this corporation may, and within ten (10) days after delivery to this corporation at its principal office in the State of New Jersey of a request or requests to such effect signed by the holders of at least ten percent (10%) in interest of the outstanding shares of any class of stock entitled to vote shall, call a special meeting in accordance with the by-laws of this corporation of the holders of the class or classes of stock of this corporation entitled to vote, to be held within forty (40) days from the delivery of such request, for the purpose of electing a full Board of Directors to serve until the next annual meeting and until their respective successors shall be elected and shall qualify; provided, however, that if the annual meeting of shareholders for the election of directors is to be held within sixty (60) days after the delivery of such request, the Board of Directors need not act thereon. If, at any meeting called as aforesaid or at any annual meeting of shareholders after accrual or termination of the right of holders of the Preferred Stock to elect directors as in clause (iii) of paragraph (A) above provided, any director shall not be re-elected,

his term of office shall end upon the election and qualification of his successor, notwithstanding that the term for which such director was originally elected shall not at the time have expired.

(C) If, during any interval between annual meetings of shareholders for the election of directors while holders of the Preferred Stock shall be entitled to elect any director pursuant to clause (iii) of paragraph (A) above, the number of directors in office who have been elected by the holders of the Preferred Stock, or by the holders of the Common Stock, as the case may be, shall become less than the total number of directors subject to election by holders of shares of such class, whether by reason of the resignation, death, or removal of any director or directors, or an increase in the total number of directors, the vacancy or vacancies shall be filled (i) by the remaining directors or director, if any, then in office who either were or was elected by the votes of shares of such class or succeeded to a vacancy originally filled by the votes of shares of such class or (ii), if there is no such director remaining in office, at a special meeting of holders of shares of such class which shall be called by a proper officer of this corporation to be held within forty (40) days after there shall have been delivered to this corporation at its principal office in the State of New Jersey a request or requests signed by the holders of at least ten percent (10%) in interest of the outstanding shares of such class.

(D) Any director may be removed from office for cause, or without cause, by vote of the holders of a majority in interest of the shares of the class of stock which voted for his election (or for his predecessor in case such director was elected by directors). A special meeting of the holders of shares of any class may be called by a majority vote of the Board of Directors or by the President for the purpose of removing a director in accordance with the provisions of the preceding sentence, and shall be called within forty (40) days after there shall have been delivered to this corporation at its principal office in the State of New Jersey a request or requests to such effect signed by the holders of at least ten percent (10%) in interest of the outstanding shares of the class entitled to vote with respect to the removal of such director.

(E) At all meetings of shareholders held for the purpose of electing directors during such time as the holders of the shares of the

Preferred Stock shall have the special right, voting separately and as a class, to elect directors pursuant to clause (iii) of paragraph (A) above, the presence in person or by proxy of the holders of a majority in interest of the outstanding shares of the Common Stock shall be required to constitute a quorum of such class for the election of the directors which they are entitled to elect, and the presence in person or by proxy of the holders of a majority in interest of the outstanding shares of the Preferred Stock shall be required to constitute a quorum of such class for the election of the directors which they are entitled to elect; provided, however, that the absence of a quorum of the holders of stock of either such class shall not prevent the election at any such meeting of directors by the other such class if the necessary quorum of the holders of stock of such class is present in person or by proxy at such meeting; and provided further that in the event such a quorum of the holders of the shares of the Common Stock is present but such a quorum of the holders of the shares of the Preferred Stock is not present then the election of the directors elected by the holders of the shares of the Common Stock shall not become effective and the directors so elected by the holders of the shares of the Common Stock shall not assume their offices and duties until the holders of the shares of the Preferred Stock, with such a quorum present, shall have elected the directors they shall be entitled to elect; and provided further, however, that in the absence of a quorum of the holders of stock of either such class, a majority in interest of those holders of the stock of such class who are present in person or by proxy shall have power to adjourn the election of the directors to be elected by such class from time to time without notice other than announcement at the meeting until the requisite amount of holders of such class shall be present in person or by proxy, but such adjournment shall not be made to a date beyond the date of the next annual meeting of the corporation or a special meeting in lieu thereof.

(F) Whenever, under the provisions of this Restated Certificate of Incorporation, the right of the holders of Preferred Stock to elect directors shall accrue and be exercised, the amount of all dividends on the Preferred Stock which shall be in arrears shall be paid out of any assets of this corporation available therefor as soon as shall be reasonably practicable. Upon the termination of any such voting right entitling the holders of Preferred Stock to elect any director pursuant

to clause (iii) of paragraph (A) above, upon the payment, or the declaration and setting apart for payment, of all dividends on the shares of the Preferred Stock in arrears, the terms of office of all persons who may have been elected directors of the corporation by vote of the holders of the shares of the Preferred Stock, as a class, pursuant to such voting right shall forthwith terminate, and the resulting vacancies shall be filled by the vote of a majority of the remaining directors.

(G) Holders of Preferred Stock of any series and holders of stock of any other class shall not be entitled to receive notice of any meeting of holders of any class of stock at which they are not entitled to vote.

(H) Each holder of Preferred Stock, as to all matters in respect of which such stock has voting power, is entitled to one vote for each share of stock standing in his name.

Section 7. Preemptive Rights.

No holder of shares of any series of the Preferred Stock of the corporation shall be entitled as of right to subscribe for, purchase, or receive any part of any new or additional issue of any stock of the corporation of any class, series, or kind, whatsoever, or any bonds, debentures or other securities convertible into any such stock, whether now or hereafter authorized, and whether issued for cash, property, services, by way of dividends, or otherwise.

Section 8. Definitions.

(A) The term "gross income available for payment of interest charges" shall mean the total operating revenues of this corporation, less the total operating expenses, taxes (including income, excess profits and other taxes based on or measured by income or undistributed earnings or undistributed income), and other appropriate items, including provision for maintenance, and provision for retirements, depreciation or obsolescence, plus or minus, as the case may be, any net non-operating income or deductions, but excluding any charges on account of interest on debt or on account of debt discount and expense, all to be determined in accordance with sound accounting practice. In determining such "gross income available for payment of interest charges", no deduction or adjustment shall be made for or in respect of (1)

profits or losses from the sale, abandonment or other disposition of property properly carried in the plant or investment accounts of this corporation, or taxes paid on or in respect of any such profits, or (2) charges for the elimination or amortization of utility plant adjustment accounts or other intangibles.

(B) The term "net income available for dividends on Preferred Stock" shall mean the total operating revenues of this corporation, less the total operating expenses, taxes (including income, excess profits and other taxes based on or measured by income or undistributed earnings or undistributed income), interest charges, dividend requirements on any stock ranking prior as to dividends or assets in liquidation to the Preferred Stock and other appropriate items, including provision for maintenance, and provision for retirements, depreciation or obsolescence, and including charges for amortization of debt discount and expense, plus or minus, as the case may be, any net non-operating income or deductions, all to be determined in accordance with sound accounting practice. In determining such "net income available for dividends on Preferred Stock", no deduction or adjustment shall be made for or in respect of (1) expenses in connection with the issuance, redemption or retirement of any securities of this corporation, including any amount paid in excess of the principal amount or par or stated value of securities redeemed or retired and, in the event that such redemption or retirement is effected with the proceeds of sale of other securities of this corporation, interest or dividends on the securities redeemed or retired from the date on which the funds required for retirement are deposited in trust for such purpose to the date of redemption or retirement, (2) profits or losses from the sale, abandonment or other disposition of property properly carried in the plant or investment accounts of this corporation, or taxes paid on or in respect of any such profits, (3) charges for the elimination or amortization of utility plant adjustment accounts or other intangibles, or (4) any earned surplus adjustment (including tax adjustments) applicable to any period prior to January 1, 1965.

(C) The term "net income available for dividends on junior stock" shall mean "net income available for dividends on Preferred Stock", as defined and determined above, less the sum of all dividends paid and all dividends accrued and unpaid on any outstanding Pro-

ferred Stock and any other class of stock ranking on a parity with the Preferred Stock as to dividends.

(D) The term "sound accounting practice" shall mean recognized principles of accounting practice followed by companies engaged in a business similar to that of this corporation, provided that any applicable rules, regulations or orders of any public regulatory authority having jurisdiction over the accounts of this corporation shall be controlling, except to the extent that this corporation, at that time, shall be contesting in good faith the validity or applicability to this corporation of any such rule, regulation or order.

(E) The term "accrued dividends" means, in respect of each share of the Preferred Stock, that amount which shall be equal to simple interest upon the par value thereof at the annual dividend rate thereon and no more from the date upon which cumulative dividends on such share commence to accrue to the date fixed for payment of any amount to be distributed in liquidation or upon redemption less the aggregate amount of all dividends theretofore paid or declared and set apart for payment thereon.

Division B—The Common Stock

Section 1. Dividends.

Out of any assets of this corporation legally available for dividends remaining after full cumulative dividends upon any shares of Preferred Stock and of any other class of stock ranking as to dividends prior to the Common Stock of the corporation then outstanding shall have been paid or declared and set apart for all past quarterly dividend periods and for the current quarterly dividend period, then and not otherwise, dividends may be paid upon the Common Stock to the exclusion of the Preferred Stock and any such other class of priority stock.

Section 2. Liquidation Rights.

In the event of any liquidation, dissolution or winding up of the corporation, after there shall have been paid to or set aside for the holders of all series of Preferred Stock and of any other class of stock ranking prior as to assets to the Common Stock the full preferential amounts, including accrued dividends, to which they are respectively

entitled, the holders of the Common Stock shall be entitled to receive, pro rata, all of the remaining assets of the corporation available for distribution to its shareholders. The Board of Directors, by vote of a majority of the members thereof, may distribute in kind to the holders of the Common Stock such remaining assets of the corporation or may sell, transfer, or otherwise dispose of all or any of the remaining property and assets of the corporation to any other corporation and receive payment therefor wholly or partly in cash or in stock or in obligations of such corporation and may sell all or any part of the consideration received therefor or distribute the same or the balance thereof in kind to the holders of the Common Stock.

Section 3. Voting Rights.

Subject to the voting rights expressly conferred upon the Preferred Stock under Division A of this ARTICLE THIRD and by law, the holders of the Common Stock shall possess exclusively full voting power for the election of directors and for all other purposes. At all elections of the directors of this corporation each holder of shares of Common Stock shall be entitled to as many votes as shall equal the number of his shares of Common Stock, multiplied by the number of directors to be elected by holders of Common Stock, and he may cast all of such votes for a single director, or may distribute them among the number to be voted for, or any two or more of them, as he may see fit. At any meeting of shareholders, at which any action is to be taken which requires the vote, assent or consent of the holders of record of two-thirds in interest of the outstanding shares of Common Stock, or which requires such assent or consent in writing to be filed, such action may be taken upon the vote, assent or consent of the holders of record of two-thirds in interest of the Common Stock present and voting at such meeting in person or by proxy; provided that not less than a majority in interest of the shares of Common Stock then outstanding shall be present and voting at such meeting.

Section 4. Preemptive Rights.

No holder of shares of Common Stock of the corporation shall be entitled as of right to subscribe for, purchase, or receive any part of any new or additional issue of any stock of the corporation of any class,

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series, or kind, whatsoever, or any bonds, debentures, or other securities convertible into any such stock, whether now or hereafter authorized, and whether issued for cash, property, services, by way of dividends or otherwise; provided, however, that the corporation shall not, without first offering the same to the holders of Common Stock then outstanding, issue for cash any shares of Common Stock or securities convertible into Common Stock unless (a) such shares of Common Stock or such convertible securities are securities offered publicly, or (b)

(1) the sum of (i) the aggregate number of shares of Common Stock then being issued for cash or issued for cash during the 24 calendar months next preceding such then current issuance plus (ii) the maximum aggregate number of shares of Common Stock issued or issuable upon conversion of any convertible securities then being issued for cash or issued for cash during the 24 calendar months next preceding such then current issuance (excluding for purpose of this subparagraph (1) securities offered publicly)

would not exceed five percent (5%) of

(2) the sum of (iii) the aggregate number of shares of Common Stock to be outstanding immediately after the issuance of the Common Stock or convertible securities then being issued for cash, plus (iv) the maximum aggregate number of shares of Common Stock issuable upon conversion of all convertible securities to be outstanding immediately after such then current issuance.

The term "securities offered publicly", as used in this Section 4, shall mean shares of Common Stock, or securities (including bonds and debentures) convertible into Common Stock, which are sold by a public offering through competitive bidding or by an offering to or through underwriters or investment bankers who shall have agreed promptly to make a public offering thereof.

FOURTH: The address of the corporation's current registered office is Number One South Jersey Plaza, Route 54, Folsom, New Jersey 08037 and the name of the corporation's current registered agent at such address is E. S. Keepers, Jr.

Fifth: The number of directors constituting the current Board of Directors of the corporation is nine (9); and the names and addresses of the directors constituting its Board are:

<u>Name</u>	<u>Address</u>
Paul L. Aiken.....	8700 Ventnor Avenue Margate City, New Jersey 08406
Edward O. Boshell.....	322 River Drive Tequesta, Florida 33458
Fred W. Dioffenbach.....	8 Woodhill Road Tenafly, New Jersey 07670
William A. Gemmel.....	285 E. Cambridge Avenue Linwood, New Jersey 08221
H. Richard Heilman.....	1534 Mt. Pleasant Road Villanova, Pennsylvania 19085
Elwood F. Kirkman.....	Flanders Hotel Ocean City, New Jersey 08226
Al A. Lippe.....	120 Cooper Drive Great Neck, Long Island 11023
Clarence B. McCormick.....	40 West Avenue Bridgeton, New Jersey 08302
John M. Scabrook.....	R. D. 1 Griscomb Road Salem, New Jersey 08079

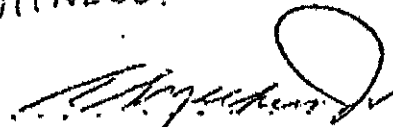
Dated this 18th day of February, 1971.

[SEAL]

SOUTH JERSEY GAS COMPANY

By 
W. A. Gemmel, President

WITNESS:


E. S. KEEPERS, JR.

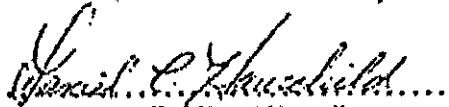
STATE OF NEW JERSEY }
COUNTY OF ATLANTIC } ss.:

BE IT REMEMBERED, that on this ^{5th} day of February, 1971, before me, the subscriber, a Notary Public of the State of New Jersey, personally appeared E. S. Keepers, Jr., Secretary of South Jersey Gas Company, the corporation named in and which executed the foregoing certificate, who, being by me duly sworn according to law, does depose and say and make proof to my satisfaction that he is the Secretary of said corporation; that the seal affixed to said certificate is the corporate seal of said corporation, the same being well known to him; that it was affixed by order of said corporation; that W. A. Gemmel is the President of said corporation; that he saw the said W. A. Gemmel as such President sign said certificate and affix said seal thereto and deliver said certificate, and heard him declare that he signed, sealed and delivered such certificate as the voluntary act and deed of said corporation, by its order and by authority of its Board of Directors; and that the said E. S. Keepers, Jr., signed his name thereto at the same time as subscribing witness.


E. S. Keepers, Jr.

Subscribed and sworn to before }
me the day and year aforesaid. }

[NOTARIAL SEAL]


Notary Public of New Jersey

My commission expires: *July 29, 1971*

CERTIFICATE REQUIRED TO BE FILED WITH THE
RESTATED CERTIFICATE OF INCORPORATION

OF

SOUTH JERSEY GAS COMPANY

Pursuant to the provisions of Section 14A:9-5(5), Corporations, General, of the New Jersey Statutes, the undersigned corporation hereby executes the following certificate:

FIRST: The name of the corporation is SOUTH JERSEY GAS COMPANY.

SECOND: The Restated Certificate of Incorporation was adopted on the 18th day of February, 1971.

THIRD: This Restated Certificate of Incorporation only restates and integrates and does not further amend the provisions of the Certificate of Incorporation of this corporation as heretofore amended or supplemented and there is no discrepancy between those provisions and the provisions of this Restated Certificate of Incorporation.

Dated this 18th day of February, 1971.

SOUTH JERSEY GAS COMPANY

By *W. A. Gemmel*
.....
W. A. Gemmel, President

ENDORSED
FILED AND RECORDED

JUL 15 1971

PAUL J. SHERWIN
Secretary of State

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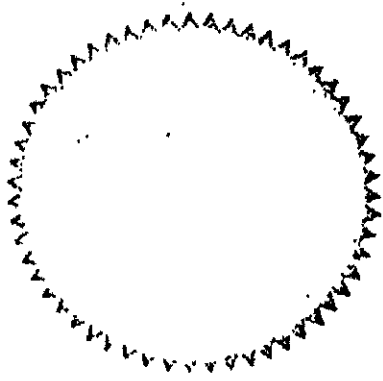
Department of State

I, the Secretary of State of the State of New Jersey, do hereby Certify that the foregoing is a true copy of a Restated Certificate of Incorporation of SOUTH JERSEY GAS COMPANY

_____ and the endorsements thereon; as the same is taken from and compared with the original filed in my office on the 26th day of July A.D. 1971, and now remaining on file and of record therein:

In Testimony Whereof, I have hereunto

In Testimony Whereof, I have hereunto
set my hand and affixed my Official
Seal at Trenton, this 26th
day of July A. D. 19 71



Wm. S. [Signature]
CO CO

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CERTIFICATE OF AMENDMENT
TO
RESTATED CERTIFICATE OF INCORPORATION
OF
SOUTH JERSEY GAS COMPANY

To: THE SECRETARY OF STATE
State of New Jersey

Pursuant to the provisions of Section 14A:7-2(4), Corporations, General, of the New Jersey Statutes, the undersigned corporation hereby amends its Restated Certificate of Incorporation to add as a part of such Restated Certificate the resolutions referred to in subparagraph (b) below:

(a) The name of the corporation is SOUTH JERSEY GAS COMPANY;

(b) A copy of the resolutions of the Company's board of directors, as required by Subsection 14A:7-2(3), Corporations, General, of the New Jersey Statutes, is attached hereto and is entitled "RESTATED CERTIFICATE SETTING FORTH THE DESIGNATION, DESCRIPTION AND TERMS OF CUMULATIVE PREFERRED STOCK, SERIES A";

(c) Such resolutions were duly adopted by the Company's board of directors on July 7, 1965 and such resolutions were duly amended by the Company's board of directors on November 20, 1969; and

(d) The Company's Restated Certificate of Incorporation is amended so that the designation and number of shares of the class and series of the Company's preferred stock acted upon in the attached resolutions, and the relative rights, preferences and limitations of the Company's Cumulative Preferred Stock, Series A, are as stated in the attached resolutions.

IN WITNESS WHEREOF, South Jersey Gas Company has caused this Certificate of Amendment to be signed on its behalf by its President and its corporate seal to be affixed and attested by its Secretary this 8rd day of April, 1972.

SOUTH JERSEY GAS COMPANY

[CORPORATE SEAL]

W. A. GEMMEL
President

Attest:

E. S. KEEPERS, JR.
Secretary

KNOWLEDGMENT

STATE OF NEW JERSEY }
COUNTY OF ATLANTIC } ss.:

BE IT REMEMBERED, that on this 3rd day of April, 1972, before me, the subscriber, a Notary Public of the State of New Jersey, personally appeared E. S. Koopers, Jr., Secretary of South Jersey Gas Company, the corporation named in and which executed the foregoing Certificate of Amendment, who, being by me duly sworn according to law, does depose and say and make proof to my satisfaction that he is the Secretary of said corporation; that the seal affixed to said certificate is the corporate seal of said corporation, the same being well known to him; that it was affixed by order of said corporation; that W. A. Gemmel is the President of said corporation; that he saw the said W. A. Gemmel as such President sign said certificate and affix said seal thereto and deliver said certificate, and heard him declare that he signed, sealed and delivered such certificate as the voluntary act and deed of said corporation, by its order and by authority of its Board of Directors; and that the said E. S. Koopers, Jr., signed his name thereto at the same time as subscribing witness.

E. S. KOOPERS, JR.

Subscribed and sworn to before
me the day and year aforesaid.

[NOTARIAL SEAL]

DANIEL C. HAUSCHILD
Notary Public of New Jersey

My commission expires July 29, 1976

SOUTH JERSEY GAS COMPANY

REBATED CERTIFICATE SETTING FORTH THE DESIGNA-
TION, DESCRIPTION AND TERMS OF CUMULATIVE
PREFERRED STOCK, SERIES A.

Pursuant to the Provisions of Section 14:7-2 of the Revised Statutes
of the State of New Jersey

SOUTH JERSEY GAS COMPANY, a corporation organized and existing under the laws of the State of New Jersey (hereinafter called the "Corporation") and being a public utility corporation as defined by Section 48:2-18 of the Revised Statutes of New Jersey by its President and Secretary DOES HENRY CERTIFY that:

The following resolutions were duly adopted by the Board of Directors of the corporation, pursuant to authority expressly vested in it by the provisions of the Certificate of Incorporation, as amended, at a meeting of said Board, duly convened and held on the 7th day of July, 1965, at which meeting a quorum for the transaction of business was present and acting throughout; and that such resolutions have been since duly amended by the Board of Directors at a meeting of said Board, duly convened and held on the 20th day of November, 1969, at which meeting a quorum for the transaction of business was present and acting throughout:

RESOLVED, that pursuant to the authority expressly vested in the Board of Directors of this corporation by the Certificate of Incorporation, as amended, the Board of Directors does hereby establish a series of the Cumulative Preferred Stock, \$100 par value, of the corporation consisting of 30,000 shares of the presently authorized shares of Cumulative Preferred Stock, which shall be designated as "Cumulative Preferred Stock, Series A" (hereinafter called the "Series A Preferred Stock"); and

FURTHER RESOLVED, that the designation, description and terms for the Series A Preferred Stock in respect of which the shares

of such series may vary from shares of other series of Cumulative Preferred Stock shall be as follows:

(a) *Dividends.* The annual dividend rate for such series shall be 4.70% per annum; and the date from which such dividends shall be cumulative shall be the date of original issue of such shares.

(b) *Redemption.* The redemption prices for Series A Preferred Stock shall be as follows:

If redeemed on or before January 1, 1975—\$104.70 per share; if redeemed thereafter and on or before January 1, 1980—\$102.85 per share; if redeemed thereafter, \$101.50 per share; together with, in each case, an amount equal to dividends (whether or not earned or declared) accrued and unpaid to the date of redemption. The shares of Series A Preferred Stock shall not be redeemable prior to January 1, 1970, directly or indirectly, as part of, out of the proceeds of, or in anticipation of, the incurring of debt or the issuance of shares of Cumulative Preferred Stock or other stock ranking prior thereto or on a parity therewith if such debt has an interest rate or cost to the corporation or such shares have a dividend rate or cost to the corporation, calculated in accordance with generally accepted financial practice, of less than 4.70% per annum.

In the event the Corporation shall elect to redeem less than all of the outstanding shares of Series A Preferred Stock, the particular shares to be redeemed shall be selected in the following manner:

(i) The corporation shall first allocate the number of shares to be redeemed between (1) all shares then held by Original Holders (as hereinafter defined) and (2) all shares then held by persons other than Original Holders, in proportion, as nearly as may be, to the aggregate number of shares held by said Original Holders and the aggregate number of shares held by said other persons.

(ii) The corporation shall then designate for redemption (1) on a pro rata basis among all Original Holders, on the basis of the proportion which the number of shares of Series A

Preferred Stock initially issued to each Original Holder bears to the aggregate number of shares of Series A Preferred Stock initially issued by the corporation, the aggregate number of shares allocated to the Original Holders pursuant to (i) above and (2) in such manner as the Board of Directors may determine, whether by lot or otherwise, shares held by persons other than Original Holders in an aggregate amount equal to the number of shares allocated to the aggregate number of shares held by such persons pursuant to (i) above. Fractional shares resulting from such method of selection may be disregarded or adjusted to the nearest whole share at the discretion of the Corporation.

(c) *Liquidation.* The amounts payable on the shares of Series A Preferred Stock in the event of any liquidation, dissolution or winding up of the corporation shall be as to any such share (i) in the event of voluntary liquidation, dissolution or winding up, the current redemption price; and (ii) in the event of involuntary liquidation, dissolution or winding up, the sum of \$100; together with in each case an amount equal to dividends (whether or not earned or declared) accrued and unpaid thereon.

(d) *Purchase Fund.* So long as any of the shares of Series A Preferred Stock created by these resolutions shall be outstanding, as and for a Purchase Fund for the retirement of shares of such series, the Corporation shall, except as hereinafter provided, between May 1 and May 10 in each year commencing 1968, offer to purchase on the next ensuing June 15th, 900 shares of such Series A Preferred Stock at the par value thereof together with accrued dividends to the date of purchase. Such offer shall state that it is made pursuant to the Purchase Fund for the retirement of Series A Preferred Stock and shall contain a brief summary of the terms upon which tenders will be accepted, as herein provided, including a statement that all tenders of shares for sale in response to the offer may be accepted in part, as herein provided. Tenders pursuant to any such offer must be made in a writing received by the corporation at least five business days before the next ensuing June 15th. The corporation may require, and in such event the notice of the corporation's offer to purchase shares shall so specify, that all

tenders of shares of Series A Preferred Stock shall be accompanied by the certificates for the shares tendered, together with evidence, satisfactory to the corporation, of the right of the holders thereof to sell the same to the corporation.

If the aggregate number of shares of Series A Preferred Stock tendered for sale in any year equals or exceeds 900 shares, the corporation shall allocate its purchases among the holders of the shares so tendered as nearly as possible on a pro rata basis, on the basis of the total number of shares of Series A Preferred Stock owned of record at the close of business on the previous June 1 by the several shareholders tendering shares; provided, however, that so long as an Original Holder of Series A Preferred Stock shall hold all of the shares of such Series A Preferred Stock initially issued to such Original Holder (other than shares which have theretofore been redeemed by the corporation or purchased by the corporation pursuant to the Purchase Fund) the number of shares of Series A Preferred Stock to be allocated by the corporation to such Original Holder in any year shall be that number of shares which bears the same ratio to 900 as the number of shares initially issued to such Original Holder bears to 30,000. If, by reason of the allocation of purchases among Original Holders and other holders of Series A Preferred Stock on the foregoing basis, the number of shares to be purchased by the corporation would not equal 900, the balance of the purchases by the corporation shall be allocated among all of the several holders tendering shares, including Original Holders, on the basis of their actual holdings as of such June 1.

If the aggregate number of shares tendered for sale as aforesaid in any year is less than 900 shares, the corporation's obligation in respect of such Purchase Fund for such year shall be discharged by the purchase of the shares tendered, and the fact that the remainder of the 900 shares are not tendered or purchased shall not increase the number of shares of Series A Preferred Stock to be purchased in subsequent years.

The corporation shall not make any offer to purchase shares of Series A Preferred Stock pursuant to the Purchase Fund at any time when dividends are in arrears on any shares of Cumulative Preferred Stock. If in any year the full purchase obliga-

tion of the corporation shall not have been satisfied by the making and carrying out of a purchase offer, any deficiency in the satisfaction of the corporation's obligations under the Purchase Fund shall be made good, in the manner hereinafter in this paragraph set forth, before any dividends shall be paid on, or declared and set apart for, any shares of Common Stock of the corporation or any shares of any class of stock ranking junior to the Cumulative Preferred Stock or before any sums shall be applied to the purchase, redemption or other retirement of the Common Stock or any shares of any class of stock ranking junior to the Cumulative Preferred Stock. The obligation of the corporation to offer to purchase 900 shares of Series A Preferred Stock in each year shall be cumulative, and, if the corporation shall not offer to purchase such 900 shares of Series A Preferred Stock in any year by reason of an arrearage of dividends, it shall make a special purchase offer to purchase such shares promptly after all dividends on shares shall have been paid, or declared and funds sufficient for the payment thereof set apart. Such special purchase offer shall state that the corporation will purchase such shares on a date forty-five days after the date of such special purchase offer at the par value thereof, plus accrued dividends thereon to the date of purchase, and shall otherwise be upon the same terms and conditions and shall contain the same statements hereinabove in this paragraph (d) provided in respect of other offers made pursuant to the Purchase Fund.

(e) *Conversion Privileges.* Shares of the Series A Preferred Stock shall not be convertible into capital stock of the corporation of any other class or classes or of any one or more series of the same class or of another class or classes.

(f) *Cancellation of Shares.* All shares of Series A Preferred Stock at any time redeemed pursuant to paragraph (b) hereof or purchased by the corporation pursuant to the Purchase Fund as set forth in paragraph (d) hereof shall forthwith be retired and cancelled, and may not be reissued.

(g) *Definition of Original Holder.* For the purposes of paragraphs (b) and (d) hereof, the term "Original Holder" shall mean each person in whose name shares of Series A Preferred

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Stock shall have been initially registered on the original issuance thereof and shall have remained so registered (registration or re-registration in the name of a nominee being deemed registration in the name of such nominee's principal and certificates representing shares of Series A Preferred Stock issued in exchange for other certificates for shares of Series A Preferred Stock and registered in the same or a nominee's name being deemed shares of Series A Preferred Stock which shall have remained registered in the name of the Original Holder thereof).

(h) *Voting Rights.* The holders of Series A Preferred Stock shall be entitled to vote share for share with the holders of the Common Stock in all matters requiring the vote of shareholders of the Corporation except as otherwise provided in Article Third of the Corporation's Restated Certificate of Incorporation as amended.

IN WITNESS WHEREOF, South Jersey Gas Company has caused this Certificate to be signed on its behalf by its President and its corporate seal to be affixed and attested by its Secretary this 24th day of March, 1972.

[CORPORATE SEAL]

SOUTH JERSEY GAS COMPANY

W. A. GEMMEL
President

ATTEST:

E. S. KEEPERS, JR.
Secretary

STATE OF NEW JERSEY }
COUNTY OF ATLANTIC } ss.:

BE IT REMEMBERED, that on this 24th day of March, 1972, before me, the subscriber, a Notary Public of the State of New Jersey, personally appeared E. S. Keepers, Jr., Secretary of South Jersey Gas Company, the corporation named in and which executed the foregoing certificate, who, being by me duly sworn according to law, does depose and say and make proof to my satisfaction that he is the Secretary of said corporation; that the seal affixed to said certificate is the corporate seal of said corporation, the same being well known to him; that it was affixed by order of said corporation; that W. A. Gemmel is the President of said corporation; that he saw the said W. A. Gemmel as such President sign said certificate and affix said seal thereto and deliver said certificate, and heard him declare that he signed, sealed and delivered such certificate as the voluntary act and deed of said corporation, by its order and by authority of its Board of Directors; and that the said E. S. Keepers, Jr., signed his name thereto at the same time as subscribing witness.

E. S. KEEPERS, JR.

Subscribed and sworn to before }
me the day and year aforesaid. }

[NOTARIAL SEAL]

Daniel C. Hanschild
Notary Public of New Jersey

My commission expires July 29, 1976

~~7/23/94 40/20/94~~

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Filed and recorded April 19, 1972.

PAUL J. SHEERWIN
Secretary of State
State of New Jersey





Department of State

I, the Secretary of State of the State
 of New Jersey, do hereby Certify that the foregoing is a true
 copy of a Restated Certificate of Incorporation of SOUTH JERSEY GAS COMPANY

_____ and the endorsements thereon,
 the same is taken from and compared with the original filed
 in my office on the _____ 19th _____ day of _____ April _____ A. D.
 _____, and now remaining on file and of record therein.

In Testimony Whereof, I have hereunto

In Testimony Whereof, I have hereunto
set my hand and affixed my Official
Seal at Trenton, this 10th
day of July A. D. 19 72

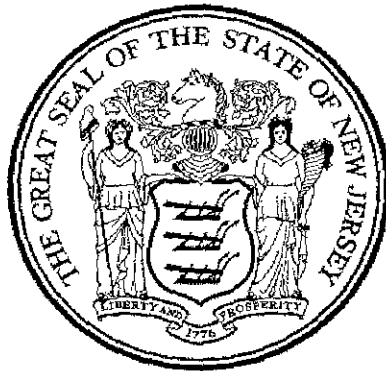
Robert M. Faluy

Secretary of State

STATE OF NEW JERSEY
DEPARTMENT OF THE TREASURY
FILING CERTIFICATION (CERTIFIED COPY)

SOUTH JERSEY GAS COMPANY
0002023000

*I, the Treasurer of the State of New Jersey,
do hereby certify, that the above named business
did file and record in this department the below
listed document(s) and that the foregoing is a
true copy of the
Certificate of Merger
as the same is taken from and compared with the
original(s) filed in this office on the date set
forth on each instrument and now remaining on file
and of record in my office.*



Certificate Number: 125268231

Verify this certificate online at

https://www1.state.nj.us/TYTR_StandingCert/JSP/Verify_Cert.jsp

*IN TESTIMONY WHEREOF, I have
hereunto set my hand and affixed
my Official Seal at Trenton, this
25th day of June, 2012*

*Andrew P Sidamon-Eristoff
State Treasurer*

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CERTIFICATE OF MERGER
OF
SOUTHERN CONCRETE LAND COMPANY
INTO
SOUTH JERSEY GAS COMPANY

X-013-4-09

FILED
DECEMBER 1954
DONALD
RECORDS
C. I. CORPORATION SYSTEM
R. J. A. H. H. H.
15 W. STATE STREET
TRENTON, N. J. 08628

CERTIFICATE OF MERGER OF
SOUTHERN COUNTIES LAND COMPANY
INTO SOUTH JERSEY GAS COMPANY

To: The Secretary of State
State of New Jersey

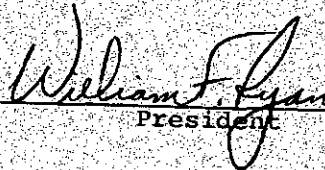
Pursuant to the provisions of N.J.S.A. 14A:10-5 the undersigned corporation hereby certifies as follows:

1. SOUTH JERSEY GAS COMPANY ("PARENT"), a New Jersey corporation, owns all of the outstanding stock of SOUTHERN COUNTIES LAND COMPANY ("SUBSIDIARY"), also a New Jersey corporation.
2. The plan of merger, under which SUBSIDIARY will merge into PARENT and PARENT will be the surviving corporation, is attached to this certificate.
3. There are outstanding 53,000 shares of common stock of SUBSIDIARY, all of which shares are owned by PARENT.
4. The merger of SUBSIDIARY into PARENT will be effective at 5:00 P.M. on December 21, 1978.

In witness whereof the undersigned corporation has executed this certificate this December 21, 1978.

SOUTH JERSEY GAS COMPANY

By


President

PLAN OF MERGER

This is a plan of merger dated December 20, 1978 by and between SOUTHERN COUNTIES LAND COMPANY ("SUBSIDIARY"), a New Jersey corporation, and SOUTH JERSEY GAS COMPANY ("PARENT"), also a New Jersey corporation and the sole stockholder of SUBSIDIARY.

1. MERGER OF SUBSIDIARY INTO PARENT. On the Effective Date (defined in paragraph 5 hereof) SUBSIDIARY will merge into PARENT and the separate existence of SUBSIDIARY will cease. PARENT will be the Surviving Corporation and will continue its existence under New Jersey law.

2. CERTIFICATE OF INCORPORATION AND BYLAWS OF SURVIVING CORPORATION. On and after the Effective Date the certificate of incorporation and bylaws of PARENT, as the same are in effect on the Effective Date, shall continue to be the certificate of incorporation and bylaws of the Surviving Corporation until amended as provided by law.

3. DIRECTORS OF SURVIVING CORPORATION. The directors of PARENT on the Effective Date shall continue to hold office from and after the Effective Date until their respective successors are duly elected and qualified.

4. SHARES. On the Effective Date:

4.1 Each issued share of the stock of PARENT will be and continue to be an issued share of the stock of the Surviving Corporation.

4.2 Each issued share of the stock of SUBSIDIARY will, by virtue of the merger and without any action on the part of the holder thereof, be cancelled without conversion or issuance of any shares of stock of the Surviving Corporation with respect thereto.

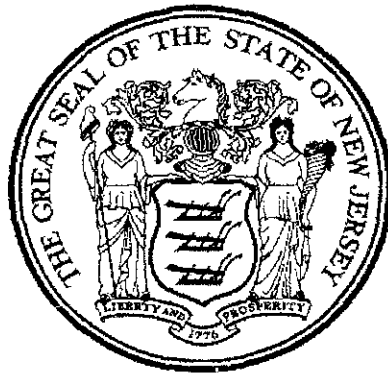
5. APPROVAL, FILING AND EFFECTIVE DATE. After this plan has been duly approved by the board of directors of PARENT, and if it has not been terminated as provided by paragraph 6 hereof, an appropriate certificate of merger will be executed and filed with the New Jersey Secretary of State on or as of such date ("Effective Date") as the officers of PARENT and SUBSIDIARY may determine. The merger will be effective as of the Effective Date.

6. TERMINATION. This plan may be terminated and the merger abandoned by action of the board of directors of either PARENT or SUBSIDIARY at any time before the Effective Date notwithstanding approval in the manner set forth in paragraph 5 hereof.

STATE OF NEW JERSEY
DEPARTMENT OF THE TREASURY
FILING CERTIFICATION (CERTIFIED COPY)

SOUTH JERSEY GAS COMPANY
0002023000

I, the Treasurer of the State of New Jersey, do hereby certify, that the above named business did file and record in this department the below listed document(s) and that the foregoing is a true copy of the Certificate of Amendment as the same is taken from and compared with the original(s) filed in this office on the date set forth on each instrument and now remaining on file and of record in my office.



IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my Official Seal at Trenton, this 25th day of June, 2012

A handwritten signature in black ink, appearing to read "Andrew P. Sidamon-Eristoff".

*Andrew P Sidamon-Eristoff
State Treasurer*

Certificate Number: 125268248

Verify this certificate online at

https://www1.state.nj.us/TYTR_StandingCert/JSP/Verify_Cert.jsp

X13409

FILED AND RECORDED

JUL 19 1978

DONALD LAN
SECRETARY OF STATE



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**STATEMENT OF CANCELLATION
OF REACQUIRED SHARES OF
SOUTH JERSEY GAS COMPANY**

TO: THE SECRETARY OF STATE
STATE OF NEW JERSEY

Pursuant to the provisions of Section 14A:7-18, Corporations, General, of the New Jersey Statutes, the undersigned corporation hereby submits the following Statement of Cancellation of Reacquired Shares:

1. The name of the corporation is SOUTH JERSEY GAS COMPANY.
2. The number of shares cancelled is 2,400 shares; itemized

as follows:

<u>CLASS</u>	<u>SERIES</u>	<u>NO. OF SHARES</u>
Cumulative Preferred Stock	A 4.70%	900
Cumulative Preferred Stock	B 8%	1,500

3. The aggregate number of issued shares of the corporation after giving effect to such cancellation is 1,886,229; itemized as follows:

<u>CLASS</u>	<u>SERIES</u>	<u>NO. OF SHARES</u>
Common Stock (Par Value \$2.50 per share)	-----	1,824,529
Cumulative Preferred Stock	A 4.70%	19,200
Cumulative Preferred Stock	B 8%	42,500

4. The amount of the stated capital of the corporation after giving effect to such cancellation is \$10,731,322.50; itemized as follows:

<u>CLASS</u>	<u>STATED CAPITAL</u>
Common Stock	\$4,561,322.50
Cumulative Preferred Stock	6,170,000.00

5. The Certificate of Incorporation is amended pursuant to a resolution of the Board of Directors decreasing the aggregate number of shares which the corporation is authorized to issue by the number of shares cancelled.

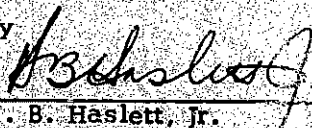
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The number of shares which the corporation has authority to issue,
after giving effect to such cancellation is 4,081,700 shares, itemized
as follows:

<u>CLASS</u>	<u>NO. OF SHARES</u>
Common Stock (Par Value \$2.50 per share)	4,000,000
Cumulative Preferred Stock	81,700

IN WITNESS WHEREOF, the said SOUTH JERSEY GAS COMPANY
has caused this Certificate to be signed by its Vice President, its corporate
seal to be affixed, duly attested by its Secretary, this 13th day of July 1979.

SOUTH JERSEY GAS COMPANY

By 
H. B. Haslett, Jr.
Vice President

ATTEST

E. R. Budd, Secretary

40134/09

FILED & RECORDED

JUL 17 1980

DONALD LAN
SECRETARY OF STATE

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STATEMENT OF CANCELLATION
OF REACQUIRED SHARES OF
SOUTH JERSEY GAS COMPANY

TO: THE SECRETARY OF STATE
STATE OF NEW JERSEY

Pursuant to the provisions of Section 14A:7-16, Corporations, General, of the New Jersey Statutes, the undersigned corporation hereby submits the following Statement of Cancellation of Reacquired Shares:

1. The name of the corporation is SOUTH JERSEY GAS COMPANY.

2. The number of shares cancelled is 2,400 shares; itemized as follows:

<u>CLASS</u>	<u>SERIES</u>	<u>NO. OF SHARES</u>
Cumulative Preferred Stock	A 4.70%	900
Cumulative Preferred Stock	B 8%	1,500

3. The aggregate number of issued shares of the corporation after giving effect to such cancellation is 1,883,829; itemized as follows:

<u>CLASS</u>	<u>SERIES</u>	<u>NO. OF SHARES</u>
Common Stock (Par Value \$2.50 per share)	-----	1,824,529
Cumulative Preferred Stock	A 4.70%	18,300
Cumulative Preferred Stock	B 8%	41,000

4. The amount of the stated capital of the corporation after giving effect to such cancellation is \$10,491,322.50 itemized as follows:

<u>CLASS</u>	<u>STATED CAPITAL</u>
Common Stock	\$4,561,322.50
Cumulative Preferred Stock	5,930,000.00

5. The Certificate of Incorporation is amended pursuant to a resolution of the Board of Directors decreasing the aggregate number of shares which the corporation is authorized to issue by the number of shares cancelled.

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The number of shares which the corporation has authority to issue, after giving effect to such cancellation is 4,079,300 shares, itemized as follows:

<u>CLASS</u>	<u>NO. OF SHARES</u>
Common Stock (Par Value \$2.50 per share)	4,000,000
Cumulative Preferred Stock	79,300

IN WITNESS WHEREOF, the said SOUTH JERSEY GAS COMPANY has caused this Certificate to be signed by its Vice President, its corporate seal to be affixed, duly attested by its Secretary, this 14th day of July 1980.

SOUTH JERSEY GAS COMPANY

By



H. B. Haslett, Jr.
Vice President

ATTEST

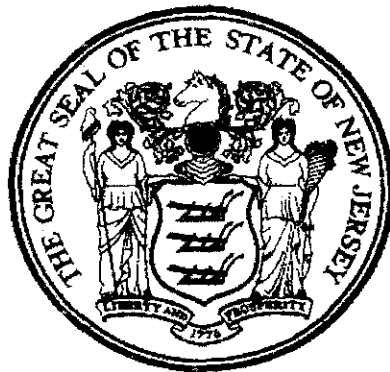


E. R. Budd, Secretary

STATE OF NEW JERSEY
DEPARTMENT OF THE TREASURY
FILING CERTIFICATION (CERTIFIED COPY)

SOUTH JERSEY GAS COMPANY
0002023000

*I, the Treasurer of the State of New Jersey,
do hereby certify, that the above named business
did file and record in this department the below
listed document(s) and that the foregoing is a
true copy of the
Certificate of Amendment
as the same is taken from and compared with the
original(s) filed in this office on the date set
forth on each instrument and now remaining on file
and of record in my office.*



*IN TESTIMONY WHEREOF, I have
hereunto set my hand and affixed
my Official Seal at Trenton, this
25th day of June, 2012*

A handwritten signature in black ink, appearing to read "Andrew P. Sidamon-Eristoff".

*Andrew P Sidamon-Eristoff
State Treasurer*

Certificate Number: 125268248

Verify this certificate online at

https://www1.state.nj.us/TYTR_StandingCert/JSP/Verify_Cert.jsp

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FILED & RECORDED

JUL 21 1991

DONALD LAN
SECRETARY OF STATE

DEPARTMENT OF STATE
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**STATEMENT OF CANCELLATION
OF REACQUIRED SHARES OF
SOUTH JERSEY GAS COMPANY**

**TO: THE SECRETARY OF STATE
STATE OF NEW JERSEY**

Pursuant to the provisions of Section 14A:7-18, Corporations,
General, of the New Jersey Statutes, the undersigned corporation hereby
submits the following Statement of Cancellation of Reacquired Shares:

1. The name of the corporation is **SOUTH JERSEY GAS COMPANY**.
2. The number of shares cancelled is 2,400 shares; itemized

as follows:

<u>CLASS</u>	<u>SERIES</u>	<u>NO. OF SHARES</u>
Cumulative Preferred Stock	A 4.70%	900
Cumulative Preferred Stock	B 8%	1,500

3. The aggregate number of issued shares of the corporation after giving effect to such cancellation is
- itemized as follows:

<u>CLASS</u>	<u>SERIES</u>	<u>NO. OF SHARES</u>
Common Stock (Par Value \$2.50 per share)	-----	1,824,529
Cumulative Preferred Stock	A 4.70%	17,400
Cumulative Preferred Stock	B 8%	39,500

4. The amount of the stated capital of the corporation after giving effect to such cancellation is \$10,251,322.50 itemized as follows:

<u>CLASS</u>	<u>STATED CAPITAL</u>
Common Stock	\$4,561,322.50
Cumulative Preferred Stock	5,690,000.00

5. The Certificate of Incorporation is amended pursuant to a resolution of the Board of Directors decreasing the aggregate number of shares which the corporation is authorized to issue by the number of shares cancelled.

0 5 6 6 0 1 5 4


The number of shares which the corporation has authority to issue, after giving effect to such cancellation is 4,076,900 shares, itemized as follows:

<u>CLASS</u>	<u>NO. OF SHARES</u>
Common Stock (Par Value \$2.50 per share)	4,000,000
Cumulative Preferred Stock	76,900

IN WITNESS WHEREOF, the said SOUTH JERSEY GAS COMPANY has caused this Certificate to be signed by its Vice President, its corporate seal to be affixed, duly attested by its Secretary, this 14th day of July 1981 .

SOUTH JERSEY GAS COMPANY

By



H. B. Haslett, Jr.
Vice President

ATTEST:

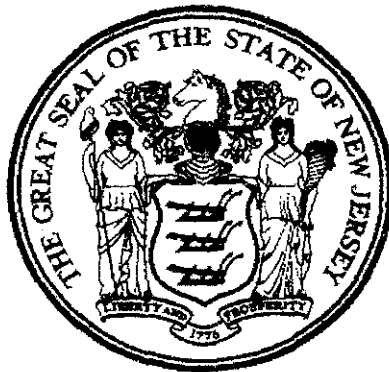


G. L. Baulig, Secretary

STATE OF NEW JERSEY
DEPARTMENT OF THE TREASURY
FILING CERTIFICATION (CERTIFIED COPY)

SOUTH JERSEY GAS COMPANY
0002023000

I, the Treasurer of the State of New Jersey, do hereby certify, that the above named business did file and record in this department the below listed document(s) and that the foregoing is a true copy of the Certificate of Amendment as the same is taken from and compared with the original(s) filed in this office on the date set forth on each instrument and now remaining on file and of record in my office.



IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my Official Seal at Trenton, this 25th day of June, 2012

*Andrew P Sidamon-Eristoff
State Treasurer*

Certificate Number: 125268248

Verify this certificate online at

https://www1.state.nj.us/TYTR_StandingCert/JSP/Verify_Cert.jsp

DEPARTMENT OF STATE
BUREAU OF RECORDS
AND COMMUNICATIONS

RECEIVED
ADVISORY BOARD ON THE
MILITARY

FILED
JUL 20 1962
JANE BURGIO
Secretary of State

*13409

**STATEMENT OF CANCELLATION
OF REACQUIRED SHARES OF
SOUTH JERSEY GAS COMPANY**

**TO: THE SECRETARY OF STATE
STATE OF NEW JERSEY**

Pursuant to the provisions of Section 14A:7-18, Corporations, General, of the New Jersey Statutes, the undersigned corporation hereby submits the following Statement of Cancellation of Reacquired Shares:

1. The name of the corporation is SOUTH JERSEY GAS COMPANY.

2. The number of shares cancelled is 2,400 shares; itemized as follows:

<u>CLASS</u>	<u>SERIES</u>	<u>NO. OF SHARES</u>
Cumulative Preferred Stock	A 4.70%	900
Cumulative Preferred Stock	B 8%	1,500

3. The aggregate number of issued shares of the corporation after giving effect to such cancellation is itemized as follows:

<u>CLASS</u>	<u>SERIES</u>	<u>NO. OF SHARES</u>
Common Stock (Par Value \$2.50 per share)	-----	1,824,529
Cumulative Preferred Stock	A 4.70%	16,500
Cumulative Preferred Stock	B 8%	38,000

4. The amount of the stated capital of the corporation after giving effect to such cancellation is \$10,011,322.50 itemized as follows:

<u>CLASS</u>	<u>STATED CAPITAL</u>
Common Stock	\$4,561,322.50
Cumulative Preferred Stock	5,450,000.00

5. The Certificate of Incorporation is amended pursuant to a resolution of the Board of Directors decreasing the aggregate number of shares which the corporation is authorized to issue by the number of shares cancelled.

The number of shares which the corporation has authority to issue, after giving effect to such cancellation is 4,074,500 shares, itemized as follows:

<u>CLASS</u>	<u>NO. OF SHARES</u>
Common Stock (Par Value \$2.50 per share)	4,000,000
Cumulative Preferred Stock	74,500

IN WITNESS WHEREOF, the said SOUTH JERSEY GAS COMPANY has caused this Certificate to be signed by its Vice President, its corporate seal to be affixed, duly attested by its Secretary, this 15th day of July 1982..

SOUTH JERSEY GAS COMPANY

By

R. B. Tonielli

R. B. Tonielli, Vice President

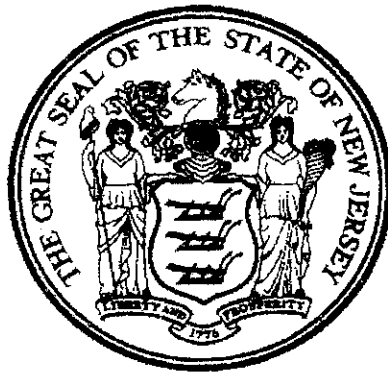
ATTEST:

G. L. Baulig
G. L. Baulig, Secretary

STATE OF NEW JERSEY
DEPARTMENT OF THE TREASURY
FILING CERTIFICATION (CERTIFIED COPY)

SOUTH JERSEY GAS COMPANY
0002023000

*I, the Treasurer of the State of New Jersey,
do hereby certify, that the above named business
did file and record in this department the below
listed document(s) and that the foregoing is a
true copy of the
Certificate of Amendment
as the same is taken from and compared with the
original(s) filed in this office on the date set
forth on each instrument and now remaining on file
and of record in my office.*



*IN TESTIMONY WHEREOF, I have
hereunto set my hand and affixed
my Official Seal at Trenton, this
25th day of June, 2012*

A handwritten signature in black ink, appearing to read "Andrew P. Sidamon-Eristoff".

*Andrew P Sidamon-Eristoff
State Treasurer*

Certificate Number: 125268248

Verify this certificate online at

https://www1.state.nj.us/TYTR_StandingCert/JSP/Verify_Cert.jsp

Exhibit J

DEPARTMENT OF STATE
1983 JUL 19 AM 8 40
COMMERCIAL RECORDING
BUREAU

DEPARTMENT OF STATE
1983 AUG 17 PM 7 21
COMMERCIAL RECORDING
BUREAU

FILED
AUG 24 1983
JANE BURGIO
Secretary of State

13409

**STATEMENT OF CANCELLATION
OF REACQUIRED SHARES OF
SOUTH JERSEY GAS COMPANY**

**TO: THE SECRETARY OF STATE
STATE OF NEW JERSEY**

Pursuant to the provisions of Section 14A:7-18, Corporations, General, of the New Jersey Statutes, the undersigned corporation hereby submits the following Statement of Cancellation of Reacquired Shares:

1. The name of the corporation is SOUTH JERSEY GAS COMPANY.
2. The number of shares cancelled is 2,400 shares; itemized

as follows:

<u>CLASS</u>	<u>SERIES</u>	<u>NO. OF SHARES</u>
Cumulative Preferred Stock	A 4.70%	900
Cumulative Preferred Stock	B 8%	1,500

3. The aggregate number of issued shares of the corporation after giving effect to such cancellation is itemized as follows:

<u>CLASS</u>	<u>SERIES</u>	<u>NO. OF SHARES</u>
Common Stock (Par Value \$2.50 per share)	-----	1,824,529
Cumulative Preferred Stock	A 4.70%	15,600
Cumulative Preferred Stock	B 8%	36,500

4. The amount of the stated capital of the corporation after giving effect to such cancellation is \$9,771,322.50 itemized as follows:

<u>CLASS</u>	<u>STATED CAPITAL</u>
Common Stock	\$4,561,322.50
Cumulative Preferred Stock	\$5,210,000.00

5. The Certificate of Incorporation is amended pursuant to a resolution of the Board of Directors decreasing the aggregate number of shares which the corporation is authorized to issue by the number of shares cancelled.

The number of shares which the corporation has authority to issue, after giving effect to such cancellation is 4,072,100 shares, itemized as follows:

<u>CLASS</u>	<u>NO. OF SHARES</u>
Common Stock (Par Value \$2.50 per share)	4,000,000
Cumulative Preferred Stock	72,100

IN WITNESS WHEREOF, the said SOUTH JERSEY GAS COMPANY has caused this Certificate to be signed by its Vice President, its corporate seal to be affixed, duly attested by its Secretary, this 14th day of July 1983.

SOUTH JERSEY GAS COMPANY

By

R. B. Tontelli
R. B. Tontelli
Vice President

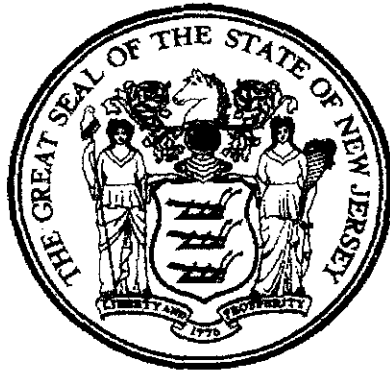
ATTEST:

G. L. Baillg
G. L. Baillg, Secretary

STATE OF NEW JERSEY
DEPARTMENT OF THE TREASURY
FILING CERTIFICATION (CERTIFIED COPY)

SOUTH JERSEY GAS COMPANY
0002023000

*I, the Treasurer of the State of New Jersey,
do hereby certify, that the above named business
did file and record in this department the below
listed document(s) and that the foregoing is a
true copy of the
Certificate of Amendment
as the same is taken from and compared with the
original(s) filed in this office on the date set
forth on each instrument and now remaining on file
and of record in my office.*



*IN TESTIMONY WHEREOF, I have
hereunto set my hand and affixed
my Official Seal at Trenton, this
25th day of June, 2012*

*Andrew P Sidamon-Eristoff
State Treasurer*

Certificate Number: 125268248

Verify this certificate online at

https://www1.state.nj.us/TYTR_StandingCert/JSP/Verify_Cert.jsp

FILED & RECORDED

JUL 1 1918

B. B. B. B.
RECORDS SECTION

LICENSE FEE	35.00
FLING FEE	10.00
CERTIFICATE COPY	35.00
TOTAL	80.00

OK

E. G. Budd

South Jersey Lumber Co.

Number One South Jersey Plaza, Rt. 54

Folsom, N.J. 08037

10661 X

STATEMENT OF CANCELLATION
OF REACQUIRED SHARES OF
SOUTH JERSEY GAS COMPANY

TO: THE SECRETARY OF STATE
STATE OF NEW JERSEY

Pursuant to the provisions of Section 14A:7-18, Corporations,
General, of the New Jersey Statutes, the undersigned corporation hereby submits
the following Statement of Cancellation of Reacquired Shares:

1. The name of the corporation is SOUTH JERSEY GAS COMPANY.
2. The number of shares cancelled is 2,400 shares; itemized as follows:

<u>Class</u>	<u>Series</u>	<u>No. of Shares</u>
Cumulative Preferred Stock	A 4.70%	900
Cumulative Preferred Stock	B 8%	1,500

3. The aggregate number of issued shares of the corporation after giving effect to such cancellation is 1,893,429; itemized as follows:

<u>Class</u>	<u>Series</u>	<u>No. of Shares</u>
Common Stock (Par Value \$2.50 per share)	-----	1,824,529*
Cumulative Preferred Stock	A 4.70%	21,900
Cumulative Preferred Stock	B 8%	47,000

4. The amount of the stated capital of the corporation after giving effect to such cancellation is \$11,451,322.50; itemized as follows:

<u>Class</u>	<u>Stated Capital</u>
Common Stock	\$4,561,322.50
Cumulative Preferred Stock	6,890,000.00

*216,802 shares issued 6/29/76
Approved by PUC Docket No. 764-382
by Order dated 5/27/76.

5. The Certificate of Incorporation is amended pursuant to a resolution of the Board of Directors decreasing the aggregate number of shares which the corporation is authorized to issue by the number of shares cancelled.


The number of shares which the corporation has authority to issue, after giving effect to such cancellation is 4,088,900 shares; itemized as follows:

<u>Class</u>	<u>No. of Shares</u>
Common Stock (Par Value \$2.50 per share)	4,000,000
Cumulative Preferred Stock	88,900

IN WITNESS WHEREOF, the said SOUTH JERSEY GAS COMPANY has caused this Certificate to be signed by its President, its corporate seal to be affixed, duly attested by its Secretary, this 1st day of July 1976.


SOUTH JERSEY GAS COMPANY

By



W. A. Gemmel, President

ATTEST:



E. R. Budd, Secretary

STATEMENT OF CANCELLATION
OF REACQUIRED SHARES OF
SOUTH JERSEY GAS COMPANY

105-
FILED

AUG 15 1985

TO: THE SECRETARY OF STATE
STATE OF NEW JERSEY

JANE BURGIO
Secretary of State

Pursuant to the provisions of Section 14A:7-1B, Corporations, General, of the New Jersey Statutes, the undersigned corporation hereby submits the following Statement of Cancellation of Reacquired Shares:

1. The name of the corporation is SOUTH JERSEY GAS COMPANY.
2. The number of shares cancelled is 2,400 shares, itemized as follows:

<u>CLASS</u>	<u>SERIES</u>	<u>NO. OF SHARES</u>
Cumulative Preferred Stock	A 4.70%	900
Cumulative Preferred Stock	B 8%	1,500

3. The aggregate number of issued shares of the corporation after giving effect to such cancellation is 2,386,439, itemized as follows:

<u>CLASS</u>	<u>SERIES</u>	<u>NO. OF SHARES</u>
Common Stock (par value \$2.50 per share)	-----	2,339,139
Cumulative Preferred Stock	A 4.70%	13,800
Cumulative Preferred Stock	B 8%	33,500

4. The amount of the stated capital of the corporation after giving effect to such cancellation is \$10,597,847.50, itemized as follows:

<u>CLASS</u>	<u>STATED CAPITAL</u>
Common Stock	\$5,847,847.50
Cumulative Preferred Stock	\$4,730,000.00

5. The Certificate of Incorporation is amended pursuant to a resolution of the Board of Directors decreasing the aggregate number of shares which the corporation is authorized to issue by the number of shares cancelled.


The number of shares which the corporation has authority to issue, after giving effect to such cancellation is 4,067,300 shares, itemized as follows:

<u>CLASS</u>	<u>NO. OF SHARES</u>
Common Stock (par value \$2.50 per share)	4,000,000
Cumulative Preferred Stock	67,300

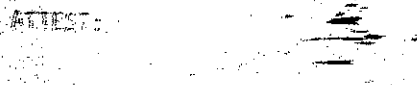
IN WITNESS WHEREOF, the said SOUTH JERSEY GAS COMPANY has caused this Certificate to be signed by its Senior Vice President, its corporate seal to be affixed, duly attested by its Secretary, this 15th day of July 1985.

SOUTH JERSEY GAS COMPANY

By


H. B. Haslett, Jr.
Senior Vice President

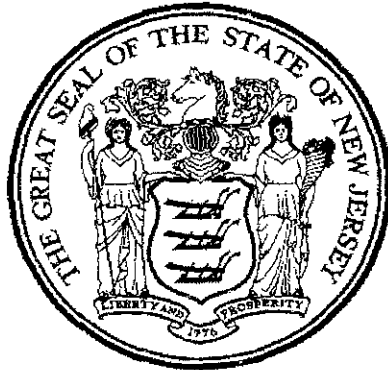
ATTEST:


G. L. Paulig, Secretary

STATE OF NEW JERSEY
DEPARTMENT OF THE TREASURY
CERTIFICATE RELATIVE TO CORPORATE FILING

SOUTH JERSEY GAS COMPANY
0002023000

I, the Treasurer of the State of New Jersey, do hereby certify that the above named business did on July 7, 1986, file and record in this department a certificate of Amendment as by the statutes of this state required.



Certificate Number: 125268200

Verify this certificate online at

https://www1.state.nj.us/TYTR_StandingCert/JSP/Verify_Cert.jsp

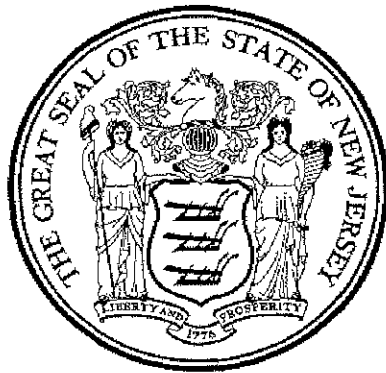
IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my Official Seal at Trenton, this 25th day of June, 2012

*Andrew P Sidamon-Eristoff
State Treasurer*

STATE OF NEW JERSEY
DEPARTMENT OF THE TREASURY
CERTIFICATE RELATIVE TO CORPORATE FILING

SOUTH JERSEY GAS COMPANY
0002023000

I, the Treasurer of the State of New Jersey, do hereby certify that the above named business did on July 22, 1986, file and record in this department a certificate of Amendment as by the statutes of this state required.



IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my Official Seal at Trenton, this 25th day of June, 2012

*Andrew P Sidamon-Eristoff
State Treasurer*

Certificate Number: 125268217

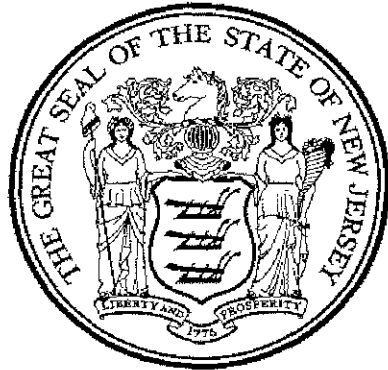
Verify this certificate online at

https://www1.state.nj.us/TYTR_StandingCert/JSP/Verify_Cert.jsp

STATE OF NEW JERSEY
DEPARTMENT OF THE TREASURY
CERTIFICATE RELATIVE TO CORPORATE FILING

SOUTH JERSEY GAS COMPANY
0002023000

I, the Treasurer of the State of New Jersey, do hereby certify that the above named business did on July 24, 1987, file and record in this department a certificate of Amendment as by the statutes of this state required.



Certificate Number: 125268224

Verify this certificate online at

https://www1.state.nj.us/TYTR_StandingCert/JSP/Verify_Cert.jsp

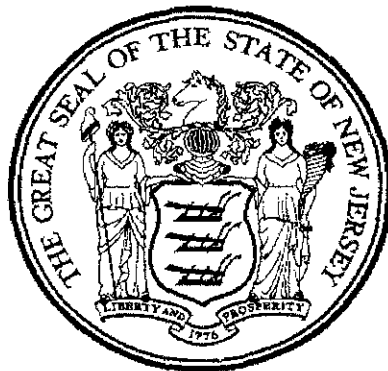
IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my Official Seal at Trenton, this 25th day of June, 2012

Andrew P Sidamon-Eristoff
State Treasurer

STATE OF NEW JERSEY
DEPARTMENT OF THE TREASURY
FILING CERTIFICATION (CERTIFIED COPY)

SOUTH JERSEY GAS COMPANY
0002023000

I, the Treasurer of the State of New Jersey, do hereby certify, that the above named business did file and record in this department the below listed document(s) and that the foregoing is a true copy of the Certificate of Amendment as the same is taken from and compared with the original(s) filed in this office on the date set forth on each instrument and now remaining on file and of record in my office.



IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my Official Seal at Trenton, this 25th day of June, 2012

A handwritten signature in black ink, appearing to read 'Andrew P. Sidamon-Eristoff'.

*Andrew P Sidamon-Eristoff
State Treasurer*

Certificate Number: 125268248

Verify this certificate online at

https://www1.state.nj.us/TYTR_StandingCert/JSP/Verify_Cert.jsp

ADBO 355103
FILEDSTATEMENT OF CANCELLATION
OF REACQUIRED SHARES OF
SOUTH JERSEY GAS COMPANY

MAR 27 1987

JANE BURGIO
Secretary of StateTO: THE SECRETARY OF STATE
STATE OF NEW JERSEY

Pursuant to the provisions of Section 14A:7-18, Corporations, General, of the New Jersey Statutes, the undersigned corporation hereby submits the following Statement of Cancellation of Reacquired Shares:

1. The name of the corporation is SOUTH JERSEY GAS COMPANY.

2. The corporation has reacquired out of stated capital and has cancelled 1,811 shares of its Cumulative Preferred Stock, Series B. Pursuant to statute, the stated capital of the corporation has been reduced by the \$172,045 of stated capital represented by such shares before their cancellation.

3. The aggregate number of issued shares of the corporation, itemized by classes and series, after giving effect to such cancellation is as follows:

	<u>CLASS</u>	<u>SERIES NO. OF SHARES</u>
Common Stock (par value \$2.50 per share)	-----	2,339,139
Cumulative Preferred Stock, (par value \$100 per share)	A (4.70%)	12,900
Cumulative Preferred Stock (par value \$100 per share)	B (8%)	26,938

4. The amount of the stated capital of the corporation, after giving effect to such cancellation is \$9,831,647.50, itemized as follows:

<u>CLASS</u>	<u>STATED CAPITAL</u>
Common Stock	\$5,847,847.50
Cumulative Preferred Stock	3,983,800.00
	<u>\$9,831,647.50</u>

5. The 1,811 shares of Cumulative Preferred Stock, Series B, that have been reacquired and cancelled have been restored to the status of authorized but unissued shares of Cumulative Preferred Stock which are not part of an existing series, and shall be available for reissuance as shares of any series of Cumulative Preferred Stock upon compliance with and subject to any restrictions contained in applicable law and the certificate of incorporation of the corporation, as amended.

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6. The number of shares which the corporation has authority to issue, which has not been reduced by such cancellation of 1,811 shares of Cumulative Preferred Stock, Series B, is 4,064,900 shares, itemized as follows:

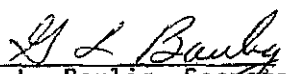
<u>CLASS</u>	<u>NO. OF SHARES AUTHORIZED</u>
Common Stock (par value \$2.50 per share)	4,000,000
Cumulative Preferred Stock (par value \$100 per share)	<u>64,900</u>
	<u>4,064,900</u>

IN WITNESS WHEREOF, the corporation has caused this Certificate to be signed by its Senior Vice President, its corporate seal to be affixed, and duly attested by its Secretary, this 11th day of March 1987.

SOUTH JERSEY GAS COMPANY

By 
H. B. Haslett, Jr.
Senior Vice President

ATTEST:


G. L. Baulig, Secretary

X/13409

STATE OF NEW JERSEY)

COUNTY OF ATLANTIC)

BE IT REMEMBERED, that on this 11th day of March 1987, before me, the subscriber, a Notary Public of New Jersey, personally appeared G. L. Baulig who, being by me duly sworn on his oath, does depose and make proof to my satisfaction, that he is the Secretary of South Jersey Gas Company; that H. B. Haslett, Jr. is the Senior Vice President of said corporation, that the execution, as well as the making of this Instrument, has been duly authorized by a proper resolution of the Board of Directors of the said corporation; that deponent well knows the corporate seal of said corporation; and the seal affixed to said Instrument is such corporate seal and was thereto affixed, and said Instrument signed and delivered by said Senior Vice President as and for his voluntary act and deed and as and for the voluntary act and deed of said corporation, in presence of deponent, who thereupon subscribed his name thereto as witness.

G. L. Baulig
 G. L. Baulig, Secretary

Sworn to and subscribed before:
 me, at Folsom, New Jersey :
 the date aforesaid :

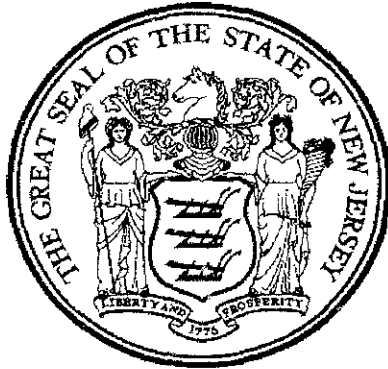
Eleanor Merighi
 Notary Public of New Jersey

ELEANOR MERIGHI
 NOTARY PUBLIC OF NEW JERSEY
 My Commission Expires May 2, 1989

STATE OF NEW JERSEY
DEPARTMENT OF THE TREASURY
FILING CERTIFICATION (CERTIFIED COPY)

SOUTH JERSEY GAS COMPANY
0002023000

I, the Treasurer of the State of New Jersey, do hereby certify, that the above named business did file and record in this department the below listed document(s) and that the foregoing is a true copy of the Certificate of Amendment as the same is taken from and compared with the original(s) filed in this office on the date set forth on each instrument and now remaining on file and of record in my office.



IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my Official Seal at Trenton, this 25th day of June, 2012

*Andrew P Sidamon-Eristoff
State Treasurer*

Certificate Number: 125268248

Verify this certificate online at

https://www1.state.nj.us/FYTR_StandingCert/JSP/Verify_Cert.jsp

AOB
FILED

STATEMENT OF CANCELLATION
OF REACQUIRED SHARES OF
SOUTH JERSEY GAS COMPANY

SEP 15 1988

JANE BURGIO
Secretary of State

TO: THE SECRETARY OF STATE
STATE OF NEW JERSEY

0482891

Pursuant to the provisions of Section 14A:7-18, Corporations, General, of the New Jersey Statutes, the undersigned corporation hereby submits the following Statement of Cancellation of Reacquired Shares:

1. The name of the corporation is SOUTH JERSEY GAS COMPANY.
2. The number of shares cancelled is 2,400 shares; itemized as follows:

<u>CLASS</u>	<u>SERIES</u>	<u>NO. OF SHARES</u>
Cumulative Preferred Stock	A 4.70%	900
Cumulative Preferred Stock	B 8%	1,500

3. The aggregate number of issued shares of the corporation after giving effect to such cancellation is 2,374,177 itemized as follows:

<u>CLASS</u>	<u>SERIES</u>	<u>NO OF SHARES</u>
Common Stock (par value \$2.50 per share)	-----	2,339,139
Cumulative Preferred Stock	A 4.70%	11,100
Cumulative Preferred Stock	B 8%	23,938

4. The amount of the stated capital of the corporation, after giving effect to such cancellation is \$9,351,647.50, itemized as follows:

<u>CLASS</u>	<u>STATED CAPITAL</u>
Common Stock	\$5,847,847.50
Cumulative Preferred Stock	3,503,800.00

5. The Certificate of Incorporation is amended pursuant to a resolution of the Board of Directors decreasing the aggregate number of shares which the corporation is authorized to issue by the number of shares cancelled.

0002-0230-00

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6. The number of shares which the corporation has authority to issue, after giving effect to such cancellation is 4,060,100 shares, itemized as follows:

<u>CLASS</u>	<u>NO. OF SHARES AUTHORIZED</u>
Common Stock (par value \$2.50 per share)	4,000,000
Cumulative Preferred Stock	60,100

IN WITNESS WHEREOF, the corporation has caused this Certificate to be signed by its Senior Vice President, its corporate seal to be affixed, and duly attested by its Secretary, this 22nd day of July 1987.

SOUTH JERSEY GAS COMPANY

By *R. B. Tonielli*
R. B. Tonielli
Senior Vice President

ATTEST:

G. L. Baulig
G. L. Baulig, Secretary

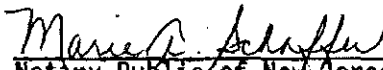
STATE OF NEW JERSEY)

COUNTY OF ATLANTIC)

BE IT REMEMBERED, that on this 12th day of July 1988, before me, the subscriber, a Notary Public of New Jersey, personally appeared G. L. Baulig who, being by me duly sworn on his oath, does depose and make proof to my satisfaction, that he is the Secretary of South Jersey Gas Company; that R. B. Tonielli is the Senior Vice President of said corporation, that the execution, as well as the making of this Instrument, has been duly authorized by a proper resolution of the Board of Directors of the said corporation; that deponent well knows the corporate seal of said corporation; and the seal affixed to said Instrument is such corporate seal and was thereto affixed, and said Instrument signed and delivered by said Senior Vice President as and for his voluntary act and deed and as and for the voluntary act and deed of said corporation, in presence of deponent, who thereupon subscribed his name thereto as witness.


G. L. Baulig, Secretary

Sworn to and subscribed before:
me, at Folsom, New Jersey :
the date aforesaid :

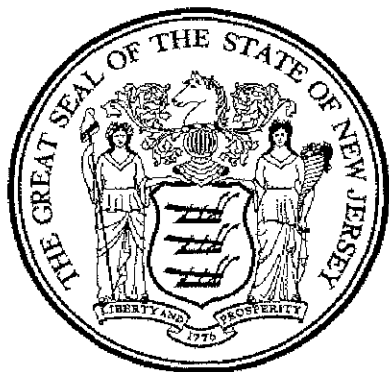

Notary Public of New Jersey

MARIE T. SCHAFFER
A Notary Public of New Jersey
My Commission Expires Oct. 5, 1989

STATE OF NEW JERSEY
DEPARTMENT OF THE TREASURY
FILING CERTIFICATION (CERTIFIED COPY)

SOUTH JERSEY GAS COMPANY
0002023000

I, the Treasurer of the State of New Jersey, do hereby certify, that the above named business did file and record in this department the below listed document(s) and that the foregoing is a true copy of the Certificate of Amendment as the same is taken from and compared with the original(s) filed in this office on the date set forth on each instrument and now remaining on file and of record in my office.



IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my Official Seal at Trenton, this 25th day of June, 2012

*Andrew P Sidamon-Eristoff
State Treasurer*

Certificate Number: 125269177

Verify this certificate online at

https://www1.state.nj.us/TYTR_StandingCert/JSP/Verify_Cert.jsp

FILED

JUL 11 1989

STATEMENT OF CANCELLATION
OF REACQUIRED SHARES OF
SOUTH JERSEY GAS COMPANY

JANE BURGIO
Secretary of State

0526687

TO: THE SECRETARY OF STATE
STATE OF NEW JERSEY

Pursuant to the provisions of Section 14A:7-18, Corporations,
General, of the New Jersey Statutes, the undersigned corporation
hereby submits the following Statement of Cancellation of
Reacquired Shares:

- The name of the corporation is SOUTH JERSEY GAS COMPANY.
- The number of shares cancelled is 2,400 shares; itemized as follows:

CLASS	SERIES	NO. OF SHARES
Cumulative Preferred Stock	A 4.70%	900
Cumulative Preferred Stock	B 8%	1,500

- The aggregate number of issued shares of the corporation after giving effect to such cancellation is 2,371,777 itemized as follows:

CLASS	SERIES	NO OF SHARES
Common Stock (par value \$2.50 per share)	-----	2,339,139
Cumulative Preferred Stock	A 4.70%	10,200
Cumulative Preferred Stock	B 8%	22,438

- The amount of the stated capital of the corporation, after giving effect to such cancellation is \$9,111,647.50, itemized as follows:

CLASS	STATED CAPITAL
Common Stock	\$5,847,847.50
Cumulative Preferred Stock	3,263,800.00

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CORPORATION
SECRETARY

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5. The Certificate of Incorporation is amended pursuant to a resolution of the Board of Directors decreasing the aggregate number of shares which the corporation is authorized to issue by the number of shares cancelled.

6. The number of shares which the corporation has authority to issue, after giving effect to such cancellation is 4,057,700 shares, itemized as follows:

<u>CLASS</u>	<u>NO. OF SHARES AUTHORIZED</u>
Common Stock (par value \$2.50 per share)	4,000,000
Cumulative Preferred Stock	57,700

IN WITNESS WHEREOF, the corporation has caused this Certificate to be signed by its Senior Vice President, its corporate seal to be affixed, and duly attested by its Secretary, this 10th day of July 1989.

SOUTH JERSEY GAS COMPANY


By R. B. Tonielli
R. B. Tonielli
Senior Vice President

ATTEST:

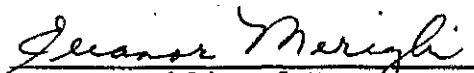
G. L. Baulig
G. L. Baulig, Secretary

STATE OF NEW JERSEY)
 COUNTY OF ATLANTIC)

BE IT REMEMBERED, that on this 10th day of July 1989, before me, the subscriber, a Notary Public of New Jersey, personally appeared G. L. Baulig who, being by me duly sworn on his oath, does depose and make proof to my satisfaction, that he is the Secretary of South Jersey Gas Company; that R. B. Tonielli is the Senior Vice President of said corporation, that the execution, as well as the making of this Instrument, has been duly authorized by a proper resolution of the Board of Directors of the said corporation; that deponent well knows the corporate seal of said corporation; and the seal affixed to said Instrument is such corporate seal and was thereto affixed, and said Instrument signed and delivered by said Senior Vice President as and for his voluntary act and deed and as and for the voluntary act and deed of said corporation, in presence of deponent, who thereupon subscribed his name thereto as witness.


 G. L. Baulig, Secretary

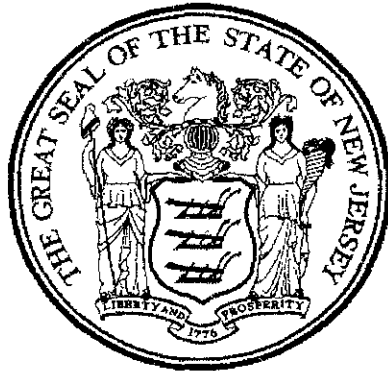
Sworn to and subscribed before:
 me, at Folsom, New Jersey :
 the date aforesaid :


 Notary Public of New Jersey

STATE OF NEW JERSEY
DEPARTMENT OF THE TREASURY
FILING CERTIFICATION (CERTIFIED COPY)

SOUTH JERSEY GAS COMPANY
0002023000

I, the Treasurer of the State of New Jersey, do hereby certify, that the above named business did file and record in this department the below listed document(s) and that the foregoing is a true copy of the Certificate of Amendment as the same is taken from and compared with the original(s) filed in this office on the date set forth on each instrument and now remaining on file and of record in my office.



IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my Official Seal at Trenton, this 25th day of June, 2012

*Andrew P Sidamon-Eristoff
State Treasurer*

Certificate Number: 125268248

Verify this certificate online at

https://www1.state.nj.us/TYTR_StandingCert/JSP/Verify_Cert.jsp

FILED

OCT 10 1991

STATEMENT OF CANCELLATION
OF REACQUIRED SHARES OF
SOUTH JERSEY GAS COMPANY

JOAN HABERLE
Secretary of State

0726741

TO: THE SECRETARY OF STATE
STATE OF NEW JERSEY

Pursuant to the provisions of Section 14A:7-18, Corporations,
General, of the New Jersey Statutes, the undersigned corporation
hereby submits the following Statement of Cancellation of
Reacquired Shares:

- The name of the corporation is SOUTH JERSEY GAS COMPANY.
- The number of shares cancelled is 4,800 shares; itemized
as follows:

CLASS	SERIES	NO. OF SHARES
Cumulative Preferred Stock	A 4.70%	1,800
Cumulative Preferred Stock	B 8%	3,000

- The aggregate number of issued shares of the corporation
after giving effect to such cancellation is 2,366,977
itemized as follows:

CLASS	SERIES	NO OF SHARES
Common Stock (par value \$2.50 per share)		2,339,139
Cumulative Preferred Stock	A 4.70%	8,400
Cumulative Preferred Stock	B 8%	19,438

- The amount of the stated capital of the corporation,
after giving effect to such cancellation is
\$8,631,647.50, itemized as follows:

CLASS	STATED CAPITAL
Common Stock	\$5,847,847.50
Cumulative Preferred Stock	2,783,800.00

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5. The Certificate of Incorporation is amended pursuant to a resolution of the Board of Directors decreasing the aggregate number of shares which the corporation is authorized to issue by the number of shares cancelled.

6. The number of shares which the corporation has authority to issue, after giving effect to such cancellation is 4,062,500 shares, itemized as follows:

<u>CLASS</u>	<u>NO. OF SHARES AUTHORIZED</u>
Common Stock (par value \$2.50 per share)	4,000,000
Cumulative Preferred Stock	62,500

IN WITNESS WHEREOF, the corporation has caused this Certificate to be signed by its Senior Vice President, its corporate seal to be affixed, and duly attested by its Secretary, this 17th day of September 1991.

SOUTH JERSEY GAS COMPANY


By *R. B. Tonielli*
 R. B. Tonielli
 Senior Vice President

ATTEST: _____


G. L. Baulig
 G. L. Baulig, Secretary

STATE OF NEW JERSEY)
COUNTY OF ATLANTIC)

BE IT REMEMBERED, that on this 17th day of September 1991, before me, the subscriber, a Notary Public of New Jersey, personally appeared G. L. Baulig who, being by me duly sworn on his oath, does depose and make proof to my satisfaction, that he is the Secretary of South Jersey Gas Company; that R. B. Tonielli is a Senior Vice President of said corporation, that the execution, as well as the making of this Instrument, has been duly authorized by a proper resolution of the Board of Directors of the said corporation; that deponent well knows the corporate seal of said corporation; and the seal affixed to said Instrument is such corporate seal and was thereto affixed, and said Instrument signed and delivered by said Senior Vice President as and for his voluntary act and deed and as and for the voluntary act and deed of said corporation, in presence of deponent, who thereupon subscribed his name thereto as witness.


G. L. Baulig, Secretary

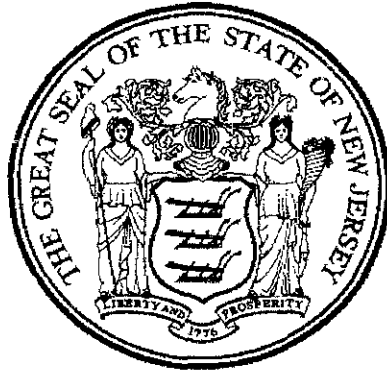
Sworn to and subscribed before: ...
me, at Folsom, New Jersey :
the date aforesaid :


Notary Public of New Jersey
DOROTHY THIMM
NOTARY PUBLIC OF NEW JERSEY
My Commission Expires July 30, 1995

STATE OF NEW JERSEY
DEPARTMENT OF THE TREASURY
FILING CERTIFICATION (CERTIFIED COPY)

SOUTH JERSEY GAS COMPANY
0002023000

*I, the Treasurer of the State of New Jersey,
do hereby certify, that the above named business
did file and record in this department the below
listed document(s) and that the foregoing is a
true copy of the
Certificate of Amendment
as the same is taken from and compared with the
original(s) filed in this office on the date set
forth on each instrument and now remaining on file
and of record in my office.*



*IN TESTIMONY WHEREOF, I have
hereunto set my hand and affixed
my Official Seal at Trenton, this
25th day of June, 2012*

*Andrew P Sidamon-Eristoff
State Treasurer*

Certificate Number: 125268248

Verify this certificate online at

https://www1.state.nj.us/TYTR_StandingCert/JSP/Verify_Cert.jsp

ADB
FILED

JUL 29 1992

**STATEMENT OF CANCELLATION
 OF REACQUIRED SHARES OF
 SOUTH JERSEY GAS COMPANY**

DANIEL J. DALTON
 Secretary of State

0790512

TO: THE SECRETARY OF STATE
 STATE OF NEW JERSEY

Pursuant to the provisions of Section 14A:7-18, Corporations, General, of the New Jersey Statutes, the undersigned corporation hereby submits the following Statement of Cancellation of Reacquired Shares:

1. The name of the corporation is SOUTH JERSEY GAS COMPANY.
2. The number of shares cancelled is 1,096 shares; itemized as follows:

CLASS	SERIES	NO. OF SHARES
Cumulative Preferred Stock	A 4.70%	900
Cumulative Preferred Stock	B 8%	196

3. The aggregate number of issued shares of the corporation after giving effect to such cancellation is 2,365,881 itemized as follows:

<u>CLASS</u>	<u>SERIES</u>	<u>NO OF SHARES</u>
Common Stock (par value \$2.50 per share)	-----	2,339,139
Cumulative Preferred Stock	A 4.70%	7,500
Cumulative Preferred Stock	B 8%	19,242

4. The amount of the stated capital of the corporation, after giving effect to such cancellation is \$8,522,047.50, itemized as follows:

<u>CLASS</u>	<u>STATED CAPITAL</u>
Common Stock	\$5,847,847.50
Cumulative Preferred Stock	2,674,200.00

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5. The Certificate of Incorporation is amended pursuant to a resolution of the Board of Directors decreasing the aggregate number of shares which the corporation is authorized to issue by the number of shares cancelled.

6. The number of shares which the corporation has authority to issue, after giving effect to such cancellation is 4,063,596 shares, itemized as follows:

<u>CLASS</u>	<u>NO. OF SHARES AUTHORIZED</u>
Common Stock (par value \$2.50 per share)	4,000,000
Cumulative Preferred Stock	63,596

IN WITNESS WHEREOF, the corporation has caused this Certificate to be signed by its Senior Vice President, its corporate seal to be affixed, and duly attested by its Secretary, this 17th day of July 1992.

SOUTH JERSEY GAS COMPANY

By R. B. Tonielli
R. B. Tonielli
Senior Vice President

ATTEST:

G. L. Baulig
G. L. Baulig, Secretary

000 2023000

STATE OF NEW JERSEY)
COUNTY OF ATLANTIC)

BE IT REMEMBERED, that on this 17th day of July 1992, before me, the subscriber, a Notary Public of New Jersey, personally appeared G. L. Baulig who, being by me duly sworn on his oath, does depose and make proof to my satisfaction, that he is the Secretary of South Jersey Gas Company; that R. B. Tonielli is a Senior Vice President of said corporation, that the execution, as well as the making of this Instrument, has been duly authorized by a proper resolution of the Board of Directors of the said corporation; that deponent well knows the corporate seal of said corporation; and the seal affixed to said Instrument is such corporate seal and was thereto affixed, and said Instrument signed and delivered by said Senior Vice President as and for his voluntary act and deed and as and for the voluntary act and deed of said corporation, in presence of deponent, who thereupon subscribed his name thereto as witness.

G. L. Baulig

G. L. Baulig, Secretary

Sworn to and subscribed before:
me, at Folsom, New Jersey :
the date aforesaid :

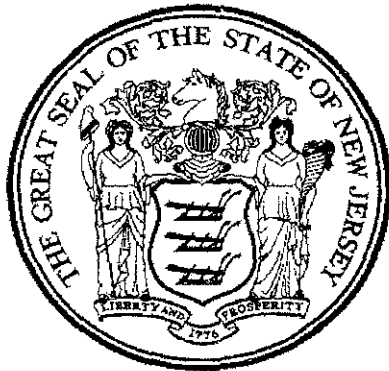
Dorothy Thimm

Notary Public of New Jersey
DOROTHY THIMM
NOTARY PUBLIC OF NEW JERSEY
My Commission Expires July 30, 1995

STATE OF NEW JERSEY
DEPARTMENT OF THE TREASURY
FILING CERTIFICATION (CERTIFIED COPY)

SOUTH JERSEY GAS COMPANY
0002023000

I, the Treasurer of the State of New Jersey, do hereby certify, that the above named business did file and record in this department the below listed document(s) and that the foregoing is a true copy of the Certificate of Amendment as the same is taken from and compared with the original(s) filed in this office on the date set forth on each instrument and now remaining on file and of record in my office.



IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my Official Seal at Trenton, this 25th day of June, 2012

*Andrew P Sidamon-Eristoff
State Treasurer*

Certificate Number: 125268248

Verify this certificate online at

https://www1.state.nj.us/TYTR_StandingCert/JSP/Verify_Cert.jsp

AMC
FILED

AUG 8 1998

James A. DiEleuterio, Jr.
State Treasurer

STATEMENT OF CANCELLATION
OF REACQUIRED SHARES OF
SOUTH JERSEY GAS COMPANY

TO: THE SECRETARY OF STATE
STATE OF NEW JERSEY

Pursuant to the provisions of Section 14A:7-18, Corporations, General, of the New Jersey Statutes, the undersigned corporation hereby submits the following Statement of Cancellation of Reacquired Shares:

1. The name of the corporation is SOUTH JERSEY GAS COMPANY.
2. As per Board resolution dated May 22, 1998, the number of shares cancelled is 5,400 shares; itemized as follows:

<u>CLASS</u>	<u>SERIES</u>	<u>NO. OF SHARES</u>
Cumulative Preferred Stock	A 4.70%	5,400
Cumulative Preferred Stock	B 8%	-0-

3. The number of shares which the corporation has authority to issue, after giving effect to such cancellation is 4,021,342 shares, itemized as follows:

<u>CLASS</u>	<u>NO. OF SHARES AUTHORIZED</u>
Common Stock (par value \$2.50 per share)	4,000,000
Cumulative Preferred Stock	21,342

4. The aggregate number of issued shares of the corporation after giving effect to such cancellation is 2,360,481 itemized as follows:

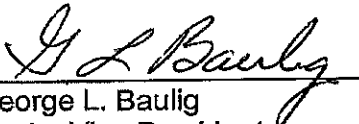
<u>CLASS</u>	<u>SERIES</u>	<u>NO. OF SHARES</u>
Common Stock (par value \$2.50 per share)	-	2,339,139
Cumulative Preferred Stock	A 4.70%	2,100
Cumulative Preferred Stock	B 8%	19,242

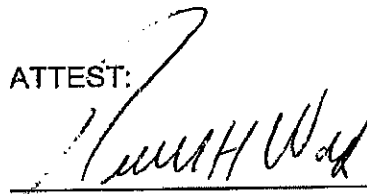
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5. The Certificate of Incorporation, provided that cancelled shares shall not be reissued and is hereby amended pursuant to a resolution of the Board of Directors decreasing the aggregate number of shares which the corporation is authorized to issue by the number of shares cancelled.

IN WITNESS WHEREOF, the corporation has caused this Certificate to be signed by its Senior Vice President, its corporate seal to be affixed, and duly attested by its Assistant Secretary, this 30th day of July 1998.

SOUTH JERSEY GAS COMPANY


By 
George L. Baulig
Senior Vice President

ATTEST:

Richard H. Walker, Jr.
Assistant Secretary

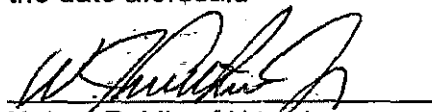
STATE OF NEW JERSEY)

COUNTY OF ATLANTIC)

BE IT REMEMBERED, that on this 30th day of July 1998, before me, the subscriber, a Notary Public of New Jersey, personally appeared George L. Baulig who, being by me duly sworn on his oath, does depose and make proof to my satisfaction, that he is a Senior Vice President of South Jersey Gas Company; that Richard H. Walker, Jr. is the Assistant Secretary of said corporation, that the execution, as well as the making of this Instrument, has been duly authorized by a proper resolution of the Board of Directors of the said corporation; that deponent well knows the corporate seal of said corporation; and the seal affixed to said Instrument is such corporate seal and was thereto affixed, and said Instrument signed and delivered by said Senior Vice President as and for his voluntary act and deed and as and for the voluntary act and deed of said corporation, in presence of deponent, who thereupon subscribed his name thereto as witness.


 George L. Baulig
 Senior Vice President

Sworn to and subscribed before:
 me, at Folsom, New Jersey :
 the date aforesaid :

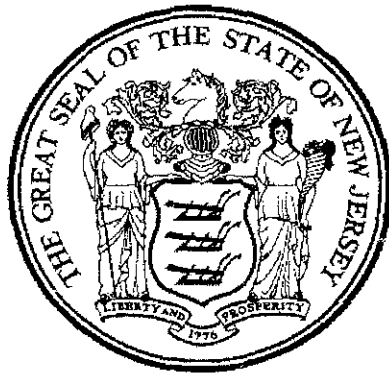

 Notary Public of New Jersey

W.J. SMETHURST, JR.
 NOTARY PUBLIC OF NEW JERSEY
 My Commission Expires August 26, 2001

STATE OF NEW JERSEY
DEPARTMENT OF THE TREASURY
FILING CERTIFICATION (CERTIFIED COPY)

SOUTH JERSEY GAS COMPANY
0002023000

I, the Treasurer of the State of New Jersey, do hereby certify, that the above named business did file and record in this department the below listed document(s) and that the foregoing is a true copy of the Certificate of Amendment as the same is taken from and compared with the original(s) filed in this office on the date set forth on each instrument and now remaining on file and of record in my office.



IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my Official Seal at Trenton, this 25th day of June, 2012

A handwritten signature in black ink, appearing to read 'Andrew P. Sidamon-Eristoff'.

*Andrew P Sidamon-Eristoff
State Treasurer*

Certificate Number: 125268248

Verify this certificate online at

https://www1.state.nj.us/TYTR_StandingCert/JSP/Verify_Cert.jsp

STATEMENT OF CANCELLATION
OF REACQUIRED SHARES OF
SOUTH JERSEY GAS COMPANY

AME
FILED

JUL 8 1999

James A. DiEleuterio, Jr.
State Treasurer

TO: THE SECRETARY OF STATE
STATE OF NEW JERSEY

Pursuant to the provisions of Section 14A:7-18, Corporations, General, of the New Jersey Statutes, the undersigned corporation hereby submits the following Statement of Cancellation of Reacquired Shares:

1. The name of the corporation is SOUTH JERSEY GAS COMPANY.
2. As per Board resolution dated May 21, 1999, the number of shares

cancelled is 900 shares; itemized as follows:

<u>CLASS</u>	<u>SERIES</u>	<u>NO. OF SHARES</u>
Cumulative Preferred Stock	A 4.70%	900
Cumulative Preferred Stock	B 8%	-0-

3. The number of shares which the corporation has authority to issue, after giving effect to such cancellation is 4,020,442 shares, itemized as follows:

<u>CLASS</u>	<u>NO. OF SHARES AUTHORIZED</u>
Common Stock (par value \$2.50 per share)	4,000,000
Cumulative Preferred Stock	20,442

4. The aggregate number of issued shares of the corporation after giving effect to such cancellation is 2,359,581 itemized as follows:

<u>CLASS</u>	<u>SERIES</u>	<u>NO. OF SHARES</u>
Common Stock (par value \$2.50 per share)	-	2,339,139
Cumulative Preferred Stock	A 4.70%	1,200
Cumulative Preferred Stock	B 8%	19,242


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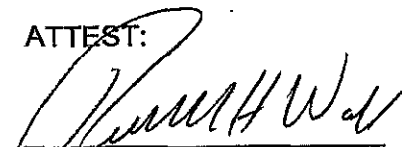
5. The Certificate of Incorporation, provided that cancelled shares shall not be reissued and is hereby amended pursuant to a resolution of the Board of Directors decreasing the aggregate number of shares which the corporation is authorized to issue by the number of shares cancelled.

IN WITNESS WHEREOF, the corporation has caused this Certificate to be signed by its Senior Vice President, its corporate seal to be affixed, and duly attested by its Assistant Secretary, this 29th day of June 1999.

SOUTH JERSEY GAS COMPANY

By 
George L. Baulig
Senior Vice President


ATTEST:


Richard H. Walker, Jr.
Assistant Secretary

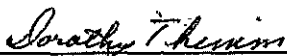
STATE OF NEW JERSEY)

COUNTY OF ATLANTIC)

BE IT REMEMBERED, that on this 29th day of June 1999, before me, the subscriber, a Notary Public of New Jersey, personally appeared George L. Baulig who, being by me duly sworn on his oath, does depose and make proof to my satisfaction, that he is a Senior Vice President of South Jersey Gas Company; that Richard H. Walker, Jr. is the Assistant Secretary of said corporation, that the execution, as well as the making of this Instrument, has been duly authorized by a proper resolution of the Board of Directors of the said corporation; that deponent well knows the corporate seal of said corporation; and the seal affixed to said Instrument is such corporate seal and was thereto affixed, and said Instrument signed and delivered by said Senior Vice President as and for his voluntary act and deed and as and for the voluntary act and deed of said corporation, in presence of deponent, who thereupon subscribed his name thereto as witness.


George L. Baulig
Senior Vice President

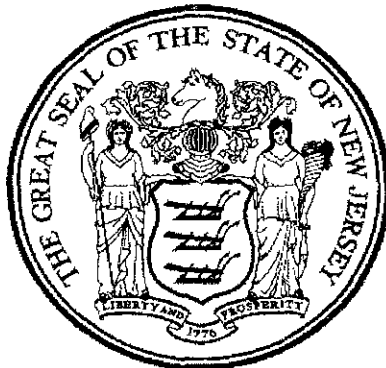
Sworn to and subscribed before:
me, at Folsom, New Jersey :
the date aforesaid :


Notary Public of New Jersey
DOROTHY THIMM
NOTARY PUBLIC OF NEW JERSEY
My Commission Expires July 30, 2000

STATE OF NEW JERSEY
DEPARTMENT OF THE TREASURY
FILING CERTIFICATION (CERTIFIED COPY)

SOUTH JERSEY GAS COMPANY
0002023000

I, the Treasurer of the State of New Jersey, do hereby certify, that the above named business did file and record in this department the below listed document(s) and that the foregoing is a true copy of the Certificate of Amendment as the same is taken from and compared with the original(s) filed in this office on the date set forth on each instrument and now remaining on file and of record in my office.



IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my Official Seal at Trenton, this 25th day of June, 2012

*Andrew P Sidamon-Eristoff
State Treasurer*

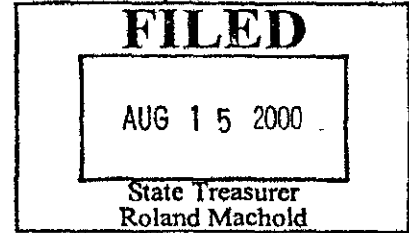
Certificate Number: 125268248

Verify this certificate online at

https://www1.state.nj.us/TYTR_StandingCert/JSP/Verify_Cert.jsp

AMC

STATEMENT OF CANCELLATION
OF REACQUIRED SHARES OF
SOUTH JERSEY GAS COMPANY



TO: THE SECRETARY OF STATE
STATE OF NEW JERSEY

Pursuant to the provisions of Section 14A:7-18, Corporations, General, of the New Jersey Statutes, the undersigned corporation hereby submits the following Statement of Cancellation of Reacquired Shares:

1. The name of the corporation is SOUTH JERSEY GAS COMPANY.
2. As per Board resolution dated May 18, 2000, the number of shares

cancelled is 2,400 shares; itemized as follows:

<u>CLASS</u>	<u>SERIES</u>	<u>NO. OF SHARES</u>
Cumulative Preferred Stock	A 4.70%	900
Cumulative Preferred Stock	B 8%	1,500

3. The number of shares which the corporation has authority to issue, after giving effect to such cancellation is 4,019,542 shares, itemized as follows:

<u>CLASS</u>	<u>NO. OF SHARES AUTHORIZED</u>
Common Stock (par value \$2.50 per share)	4,000,000
Cumulative Preferred Stock	18,042

4. The aggregate number of issued shares of the corporation after giving effect to such cancellation is 2,357,181 itemized as follows:

<u>CLASS</u>	<u>SERIES</u>	<u>NO. OF SHARES</u>
Common Stock (par value \$2.50 per share)	-	2,339,139
Cumulative Preferred Stock	A 4.70%	300
Cumulative Preferred Stock	B 8%	17,742


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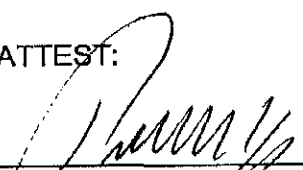
5. The Certificate of Incorporation, provided that cancelled shares shall not be reissued and is hereby amended pursuant to a resolution of the Board of Directors decreasing the aggregate number of shares which the corporation is authorized to issue by the number of shares cancelled.

IN WITNESS WHEREOF, the corporation has caused this Certificate to be signed by its Senior Vice President , its corporate seal to be affixed, and duly attested by its Assistant Secretary, this 8th day of August 2000.

SOUTH JERSEY GAS COMPANY

By 
George L. Baulig
Senior Vice President

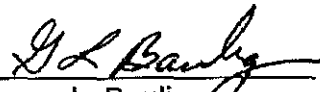
ATTEST:


Richard H. Walker, Jr.
Assistant Secretary

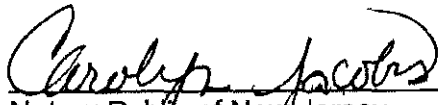
STATE OF NEW JERSEY)

COUNTY OF ATLANTIC)

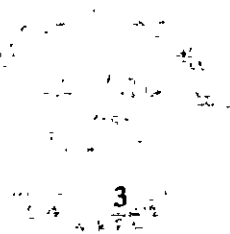
BE IT REMEMBERED, that on this 8th day of August 2000, before me, the subscriber, a Notary Public of New Jersey, personally appeared George L. Baulig who, being by me duly sworn on his oath, does depose and make proof to my satisfaction, that he is a Senior Vice President of South Jersey Gas Company; that Richard H. Walker, Jr. is the Assistant Secretary of said corporation, that the execution, as well as the making of this Instrument, has been duly authorized by a proper resolution of the Board of Directors of the said corporation; that deponent well knows the corporate seal of said corporation; and the seal affixed to said Instrument is such corporate seal and was thereto affixed, and said Instrument signed and delivered by said Senior Vice President as and for his voluntary act and deed and as and for the voluntary act and deed of said corporation, in presence of deponent, who thereupon subscribed his name thereto as witness.


George L. Baulig
Senior Vice President

Sworn to and subscribed before:
me, at Folsom, New Jersey :
the date aforesaid :


Notary Public of New Jersey

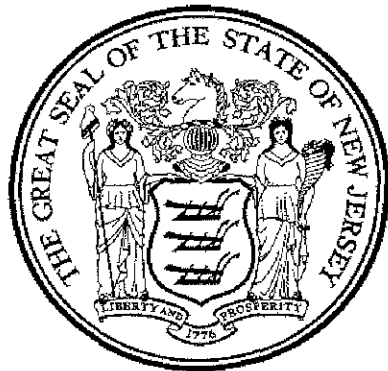
CAROLYN JACOBS
NOTARY PUBLIC OF NEW JERSEY
My Commission Expires October 28, 2003



STATE OF NEW JERSEY
DEPARTMENT OF THE TREASURY
FILING CERTIFICATION (CERTIFIED COPY)

SOUTH JERSEY GAS COMPANY
0002023000

*I, the Treasurer of the State of New Jersey,
do hereby certify, that the above named business
did file and record in this department the below
listed document(s) and that the foregoing is a
true copy of the
Certificate of Amendment
as the same is taken from and compared with the
original(s) filed in this office on the date set
forth on each instrument and now remaining on file
and of record in my office.*



*IN TESTIMONY WHEREOF, I have
hereunto set my hand and affixed
my Official Seal at Trenton, this
25th day of June, 2012*

*Andrew P Sidamon-Eristoff
State Treasurer*

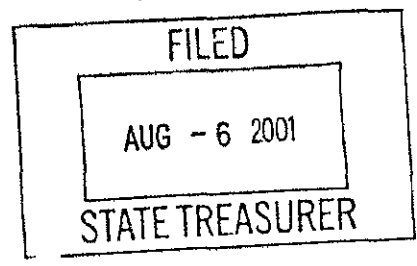
Certificate Number: 125268712

Verify this certificate online at

https://www1.state.nj.us/TYTR_StandingCert/JSP/Verify_Cert.jsp

Exhibit J
AMC

STATEMENT OF CANCELLATION
OF REACQUIRED SHARES OF
SOUTH JERSEY GAS COMPANY



TO: THE SECRETARY OF STATE
STATE OF NEW JERSEY

Pursuant to the provisions of Section 14A:7-18, Corporations, General, of the New Jersey Statutes, the undersigned corporation hereby submits the following Statement of Cancellation of Reacquired Shares:

- The name of the corporation is SOUTH JERSEY GAS COMPANY.
- As per Board resolution dated May 18, 2001, the number of shares cancelled is 1,138 shares; itemized as follows:

<u>CLASS</u>	<u>SERIES</u>	<u>NO. OF SHARES</u>
Cumulative Preferred Stock	A 4.70%	300
Cumulative Preferred Stock	B 8%	838

- The number of shares which the corporation has authority to issue, after giving effect to such cancellation is 4,016,904 shares, itemized as follows:

<u>CLASS</u>	<u>NO. OF SHARES AUTHORIZED</u>
Common Stock (par value \$2.50 per share)	4,000,000
Cumulative Preferred Stock	16,904

- The aggregate number of issued shares of the corporation after giving effect to such cancellation is 2,356,043 itemized as follows:

<u>CLASS</u>	<u>SERIES</u>	<u>NO. OF SHARES</u>
Common Stock (par value \$2.50 per share)	-	2,339,139
Cumulative Preferred Stock	B 8%	16,904


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5. The Certificate of Incorporation, provided that cancelled shares shall not be reissued and is hereby amended pursuant to a resolution of the Board of Directors decreasing the aggregate number of shares which the corporation is authorized to issue by the number of shares canceled.

IN WITNESS WHEREOF, the corporation has caused this Certificate to be signed by its Senior Vice President, its corporate seal to be affixed, and duly attested by its Assistant Secretary, this 30th day of July 2001.

SOUTH JERSEY GAS COMPANY


By 
George L. Baulig
Senior Vice President

ATTEST:

Richard H. Walker, Jr.
Assistant Secretary


STATE OF NEW JERSEY)

COUNTY OF ATLANTIC)

BE IT REMEMBERED, that on this 30th day of July 2001, before me, the subscriber, a Notary Public of New Jersey, personally appeared George L. Baulig who, being by me duly sworn on his oath, does depose and make proof to my satisfaction, that he is a Senior Vice President of South Jersey Gas Company; that Richard H. Walker, Jr. is the Assistant Secretary of said corporation, that the execution, as well as the making of this Instrument, has been duly authorized by a proper resolution of the Board of Directors of the said corporation; that deponent well knows the corporate seal of said corporation; and the seal affixed to said Instrument is such corporate seal and was thereto affixed, and said Instrument signed and delivered by said Senior Vice President as and for his voluntary act and deed and as and for the voluntary act and deed of said corporation, in presence of deponent, who thereupon subscribed his name thereto as witness.


George L. Baulig
Senior Vice President

Sworn to and subscribed before:
me, at Folsom, New Jersey :
the date aforesaid :


Notary Public of New Jersey

DOROTHY THIMM
NOTARY PUBLIC OF NEW JERSEY
My Commission Expires August 2, 2005

STATE OF NEW JERSEY
DEPARTMENT OF THE TREASURY
FILING CERTIFICATION (CERTIFIED COPY)

SOUTH JERSEY GAS COMPANY
0002023000

I, the Treasurer of the State of New Jersey, do hereby certify, that the above named business did file and record in this department the below listed document(s) and that the foregoing is a true copy of the Certificate of Amendment as the same is taken from and compared with the original(s) filed in this office on the date set forth on each instrument and now remaining on file and of record in my office.



IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my Official Seal at Trenton, this 25th day of June, 2012

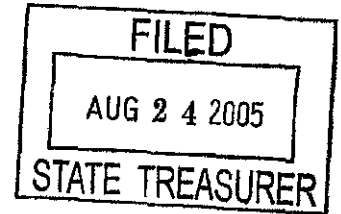
*Andrew P Sidamon-Eristoff
State Treasurer*

Certificate Number: 125268248

Verify this certificate online at

https://www1.state.nj.us/TYTR_StandingCert/JSP/Verify_Cert.jsp

STATEMENT OF CANCELLATION
OF REACQUIRED SHARES OF
SOUTH JERSEY GAS COMPANY



TO: THE SECRETARY OF STATE
STATE OF NEW JERSEY

Pursuant to the provisions of Section 14A:7-18, Corporations, General, of the New Jersey Statutes, the undersigned corporation hereby submits the following Statement of Cancellation of Reacquired Shares:

- The name of the corporation is SOUTH JERSEY GAS COMPANY.
- As per Board resolution dated January 26, 2005, the number of shares authorized for redemption is 16,904 shares; itemized as follows:

<u>CLASS</u>	<u>SERIES</u>	<u>NO. OF SHARES</u>
Cumulative Preferred Stock	B 8%	16,904

- The number of shares which the corporation has authority to issue, after giving effect to such cancellation is 4,000,000 shares, itemized as follows:

<u>CLASS</u>	<u>NO. OF SHARES AUTHORIZED</u>
Common Stock (par value \$2.50 per share)	4,000,000

- The aggregate number of issued shares of the corporation after giving effect to such redemption is 2,339,139 itemized as follows:

<u>CLASS</u>	<u>SERIES</u>	<u>NO. OF SHARES</u>
Common Stock (par value \$2.50 per share)	-	2,339,139

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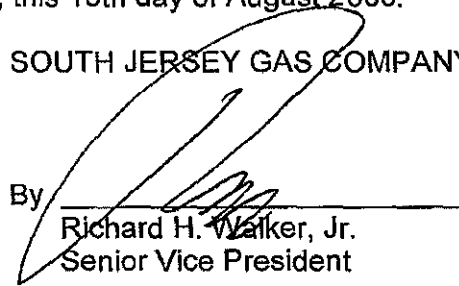
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5. The Certificate of Incorporation, provided that redeemed shares shall not be reissued and is hereby amended pursuant to a resolution of the Board of Directors decreasing the aggregate number of shares which the corporation is authorized to issue by the number of shares canceled.

IN WITNESS WHEREOF, the corporation has caused this Certificate to be signed by its Senior Vice President, its corporate seal to be affixed, and duly attested by its Executive Vice President, this 15th day of August 2005.


SOUTH JERSEY GAS COMPANY

By



Richard H. Walker, Jr.
Senior Vice President

ATTEST:

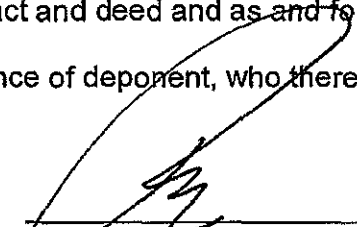


David A. Kindlick
Executive Vice President

STATE OF NEW JERSEY)

COUNTY OF ATLANTIC)

BE IT REMEMBERED, that on this 15th day of August 2005, before me, the subscriber, a Notary Public of New Jersey, personally appeared Richard H. Walker, Jr. who, being by me duly sworn on his oath, does depose and make proof to my satisfaction, that he is a Senior Vice President of South Jersey Gas Company; that David A. Kindlick is an Executive Vice President of said corporation, that the execution, as well as the making of this Instrument, has been duly authorized by a proper resolution of the Board of Directors of the said corporation; that deponent well knows the corporate seal of said corporation; and the seal affixed to said Instrument is such corporate seal and was thereto affixed, and said Instrument signed and delivered by said Senior Vice President as and for his voluntary act and deed and as and for the voluntary act and deed of said corporation, in presence of deponent, who thereupon subscribed his name thereto as witness.


Richard H. Walker, Jr.
Senior Vice President

Sworn to and subscribed before:
me, at Folsom, New Jersey :
the date aforesaid :

Carol A. Kennish
Notary Public of New Jersey

CAROL A. KENNISH
NOTARY PUBLIC OF NEW JERSEY
My Commission Expires February 21, 2007