Anything in this Indenture to the contrary notwithstanding, the agreement to hold sums in trust as provided in this Section is subject to the provisions of Sections 16.02 and 16.03.

SECTION 4.04. That it will keep a financial office or agency in the City and County of Denver, Colorado, which may be its own office, where notices, presentations and demands to or upon the Company in respect of the bonds or their coupons or this Indenture may be given or made, and will keep at said office or agency books for the registration and transfer of bonds issued hereunder, which books, at all reasonable times, shall be open for inspection by the Trustee, and will also keep an office or agency, which may be its own office, in the City and County of Denver, Colorado, for the payment of the principal of, premium, if any, and interest on, the bonds issued hereunder and an office or agency in the Borough of Manhattan, The City of New York, for the payment of the principal of, premium, if any, and interest on, bonds of the 1977 Series, and that it will keep a financial office or agency where notices, presentations and demands to or upon the Company in respect of the bonds or their coupons or this Indenture may be given or made at such other place or places, if any, as shall be specified in any series of bonds outstanding hereunder as a place or places at which the principal of or the interest on such bonds is payable, and will likewise keep books for the registration and transfer of bonds issued hereunder at such other place or places, if any, as shall be specified in any series of bonds outstanding hereunder as a place or places at which said bonds are registrable, which books, at all reasonable times, shall be open for inspection by the Trustee. The Company will from time to time give the Trustee written notice of the location of each such office or agency, and in case the Company shall fail to maintain any such office or agency or to give the Trustee written notice of the location thereof, any such notice, presentation or demand in respect of the bonds or coupons or this Indenture may be given or made, unless other provision is expressly made herein, to or upon the Trustee at its principal office in the City and County of Denver, Colorado, and the

Company hereby authorizes such presentation and demand to be made to and such notice to be served on the Trustee in such event, and the principal of and interest on the bonds shall in such event be payable at said office of the Trustee.

Subject to the provisions of Section 16.02, any moneys which at any time shall be deposited by the Company or on its behalf with the Trustee or any other depositary for the purpose of paying any of the bonds which shall have become due and payable, whether at maturity thereof or upon call for redemption or otherwise, or for the purpose of paying any coupons or claims for interest appertaining to any of the bonds, shall be and are hereby assigned, transferred and set over to the Trustee or such depositary, to be held in trust for the respective holders of the bonds or coupons or claims for interest for the purpose of paying which said moneys shall have been deposited. Interest, if any, accruing on such moneys during the period the same shall remain on deposit shall belong to the Company and shall, unless a default as defined in Section 9.01 shall have occurred and be continuing, be paid to it from time to time upon written request of its Treasurer or one of its Assistant Treasurers.

SECTION 4.05. That it will pay or cause to be paid all taxes and assessments lawfully levied or assessed upon the mortgaged property, or upon any part thereof or upon any income therefrom, or upon the interest of the Trustee in the mortgaged property, or upon the Company, before the same shall become delinquent, and will duly observe and conform to all valid requirements of any governmental authority relative to any of the mortgaged property, and all covenants, terms and conditions upon or under which any of the mortgaged property is held; that it will not suffer any lien to be hereafter created upon any part of the mortgaged property now owned or hereafter acquired, or the income therefrom, prior to the lien of this Indenture, except permitted encumbrances and prepaid liens, and except (subject to the provisions of Section 4.15) prior liens; and promptly after the accru-