result of allowances made in any reorganization, bankruptcy, receivership, liquidation or other proceeding or by any plan of reorganization or readjustment of obligations of the Company, the Trustee shall be entitled, in priority to the holders of the bonds, to receive any distributions of any securities, dividends or other disbursements which would otherwise be made to the holders of bonds in any such proceeding or proceedings and the Trustee is hereby constituted and appointed, irrevocably, the attorney in fact for the holders of the bonds and each of them to collect and receive, in their name, place and stead, such distributions, dividends or other disbursements, to deduct therefrom the amounts due to the Trustee, its counsel and other persons not regularly in its employ on account of services rendered, advances, expenses, and disbursements made or incurred, or indemnity, and to pay and distribute the balance, pro rata, to the holders of the bonds. The Trustee shall have a lien, limited as set forth in Section 13.10, upon any securities or other considerations to which the holders of bonds may become entitled pursuant to any such plan of reorganization or readjustment of obligations, or in any such proceeding or proceedings; and the court or judge in any such proceeding or proceedings may determine the terms and conditions under which any such lien shall exist and be enforced.

SECTION 13.12. Whenever in the administration of the trust of this Indenture, prior to a default hereunder, and after curing any such default, the Trustee shall deem it necessary or desirable that a matter be proved or established prior to taking or suffering any action hereunder, such matter (unless other evidence in respect thereof be herein specifically prescribed) may, to the extent permitted by Sections 13.02 and 13.03, be deemed to be conclusively proved and established by a certificate of the Company delivered to the Trustee, and such certificate shall be full warrant to the Trustee for any action taken or suffered by it under the provisions of this Indenture upon the faith thereof.

SECTION 13.13. Whenever it is provided in this Indenture that the Trustee shall take any action upon the happening of a specified event or upon the fulfillment of any condition or upon the request of the Company or of bondholders, the Trustee shall have full power to give any and all notices and to do any and all acts and things incidental to such action.

SECTION 13.14. The Trustee may at any time resign and be discharged of the trusts hereby created by giving written notice to the Company specifying the day upon which such resignation shall take effect and thereafter mailing or publishing notice thereof as hereinafter provided and such resignation shall take effect upon the day specified in such notice unless previously a successor trustee shall have been appointed by the bondholders or the Company in the manner hereinafter provided in Section 13.16, and in such event such resignation shall take effect immediately on the appointment of such successor trustee.

If all bonds at the time outstanding shall be fully registered bonds or coupon bonds registered as to principal, notice of such resignation shall be sufficiently given if mailed, postage prepaid, by registered mail, at least thirty (30) and not more than sixty (60) days prior to the date specified in the notice as the date on which such resignation is to become effective, to all registered owners of bonds at their addresses as the same shall appear on the bond registry of the Company; otherwise notice of redemption shall be given by publication thereof once in each of any three (3) successive weeks (in each case on any day of the week), in an authorized newspaper in Denver, Colorado, the first publication to be made not less than thirty (30) and not more than sixty (60) days prior to such redemption date.

If notice by publication shall be required, notice shall also be mailed by the Company, postage prepaid, within the time aforesaid to each registered owner of bonds, but in such case neither failure so to mail such notice to any such registered owner or owners nor any imperfection or defect in such notice shall affect the effectiveness of the resignation.