of any series established after the execution of such supplemental indenture, and (iii) that the Trustee may in its uncontrolled discretion decline to enter into any such supplemental indenture which in its opinion may not afford adequate protection to the Trustee when the same shall become operative.

Section 14.02. The Trustee is hereby authorized to join with the Company in the execution of any such supplemental indenture, to make any further appropriate agreements and stipulations which may be therein contained, and to accept the conveyance, transfer and assignments of any property thereunder. Any supplemental indenture executed in accordance with any of the provisions of this Article shall thereafter form a part of this Indenture; and all the terms and conditions contained in any such supplemental indenture as to any provision authorized to be contained therein shall be and be deemed to be part of the terms and conditions of this Indenture for any and all purposes, and, if deemed necessary or desirable by the Trustee, any of such terms or conditions may be set forth in reasonable and customary manner in the bonds of the series to which such supplemental indenture shall apply. In case of the execution and delivery of any supplemental indenture, express reference may be made thereto in the text of the bonds of any series authenticated and delivered thereafter, if deemed necessary or desirable by the Trustee.

Section 14.03. In each and every case provided for in this Article, the Trustee shall be entitled to exercise its discretion in determining whether or not any proposed supplemental indenture, or any term or provision therein contained, is proper or desirable, having in view the purposes of such instrument, the needs of the Company, and the rights and interests of the bondholders, and the Trustee shall be under no responsibility or liability to the Company or to any bondholder or to anyone whomsoever, for any act or thing which it may do or decline to do in good faith and without negligence, subject to the provisions of this Article, in the exercise of such discretion. The Trustee shall be entitled to receive, and (subject to the provisions of Sections 13.02

and 13.03) shall be fully protected in relying upon, an opinion of counsel, as conclusive evidence that any such supplemental indenture complies with the provisions of this Indenture, and that it is proper for the Trustee, under the provisions of this Article, to join in the execution of such supplemental indenture.

ARTICLE 15.

Bondholders' Meetings and Consents.

Section 15.01. The Trustee may at any time call a meeting of the bondholders to take any action specified in Section 15.06. In the event of the Trustee's failing for twenty (20) days to call such a meeting after being thereunto requested either by the Company or by the holders of at least ten per centum (10%) in aggregate principal amount of the bonds outstanding, by written request setting forth in reasonable detail the action proposed to be taken at the meeting, either the Company or the holders of at least ten per centum (10%) in aggregate principal amount of the bonds outstanding may call such meeting. Every such meeting shall be held in the City and County of Denver. For the purposes of this Article, the amount of bonds outstanding shall be determined in the manner provided in Section 1.01, and no bond excluded or disregarded under the provisions of said Section 1.01 in computing or determining a required percentage of the aggregate principal amount of bonds, shall be entitled to vote or consent under the provisions of this Article.

Section 15.02. Notice of every meeting of bondholders called pursuant to Section 15.01, setting forth the purpose of such meeting in reasonable detail and the place and time of such meeting, and in general terms the business to be transacted, shall be mailed by the Trustee not less than thirty (30) days before such meeting to each registered owner of outstanding registered bonds (whether fully registered, or registered as to principal only) affected by the business to be submitted to the meeting addressed to him at his address appearing on the reg-