by redemption or otherwise) any moneys which were deposited for such purposes on or before such due date or such maturity date then remaining on deposit with the Trustee unclaimed by the holders entitled thereto may be repaid by the Trustee to the Company and shall be repaid to the Company by the Trustee on written demand made after such date; and the holder of any of the bonds or coupons entitled to receive such moneys shall thereafter look only to the Company for the payment thereof; *provided, however,* that the Trustee, before being required to make any such repayment, may at the expense of the Company cause to be published once a week for two successive weeks (in each case on any day of the week) in an authorized newspaper in the City and County of Denver and if the Company shall have appointed a New York paying agency, in the Borough of Manhattan, The City of New York, a notice to the effect that said moneys have not been applied to the purpose for which they were deposited, and that after a date named therein, which shall be not less than ten days after the date of first publication of said notice, any unclaimed balance of said moneys then remaining in the hands of the Trustee will be returned to the Company.

Section 16.03. Upon the satisfaction and discharge of this Indenture all moneys then held by any paying agent under the provisions of this Indenture shall, upon demand of the Company, be repaid to it and thereupon such paying agent shall be released from all further liability with respect to such moneys.

ARTICLE 17.

Miscellaneous.

Section 17.01. Nothing in this Indenture, expressed or implied, is intended or shall be construed to confer upon or to give to any person or corporation, other than the parties hereto and the holders of the bonds and coupons outstanding hereunder, any right, remedy, or claim

under or by reason of this Indenture or any covenant, condition or stipulation hereof; and all the covenants, stipulations, promises and agreements in this Indenture contained by and on behalf of the Company shall be for the sole and exclusive benefit of the parties hereto, and of the holders of the bonds and of the coupons outstanding hereunder.

Section 17.02. Except as otherwise provided herein, whenever in this Indenture any of the parties hereto is named or referred to, such name or reference shall be deemed to include the successors or assigns of such party, and all the covenants and agreements in this Indenture contained by or on behalf of the Company or by or on behalf of the Trustee, shall bind and inure to the benefit of the respective successors and assigns of such parties, whether so expressed or not.

Section 17.03. Any notice or demand by any bondholder to or upon the Trustee shall be due and sufficient notice or demand for each and every purpose hereunder if made by written instrument delivered to the Trustee at its principal office in the City and County of Denver. Any notice or demand which by any provision of this Indenture is required or provided to be given or served by the Trustee, or by any bondholder, upon the Company shall be deemed to have been sufficiently given or served for all purposes if mailed as registered mail matter, postage prepaid, addressed as follows:

Greeley Gas Company
1930 Sherman Street
Denver 3, Colorado

or addressed to the Company at any other address which it may file with the Trustee as the address to which notices or demands shall be mailed.

Section 17.04. If the date for making any payment or the last date for performance of any act or the exercising of any right, as provided