denominations, as requested by the holder surrendering the same, to the full extent and upon the same terms and conditions as are provided in Article 2 of the Original Indenture with respect to bonds of the 1977 Series. The Company will execute, and the Trustee shall authenticate and deliver, coupon bonds and/or registered bonds without coupons, whenever the same shall be required for any such exchange.

SECTION 1.2. The coupon bonds of Series A, the coupons to be attached thereto, and the registered bonds without coupons of such series shall be substantially in the following forms, respectively:

[FORM OF COUPON BOND OF SERIES A]

GREELEY GAS COMPANY

FIRST MORTGAGE BOND, 6% SERIES DUE 1977

Due November 1, 1977

No. M-.................. $1,000

FOR VALUE RECEIVED, GREELEY GAS COMPANY, a corporation organized and existing under the laws of the State of Colorado (hereinafter sometimes called the "Company"), for value received, hereby promises to pay to bearer, or in case this bond be registered, to the registered owner hereof, on November 1, 1977 (unless this bond shall have been called for previous redemption and provision made for the payment of the redemption price thereof), One Thousand Dollars ($1,000), and semi-annually on the first day of May and the first day of November in each year, to pay interest thereon at the rate of 6% per annum from the date hereof until payment of the principal hereof becomes due, and at the rate of 6% per annum on any overdue principal and (to the extent legally enforceable) on any overdue instalment of interest, but, until maturity, only upon presentation and surrender of the annexed coupons as they severally mature. Both the principal of and the interest on this

bond shall be payable in any coin or currency of the United States of America which at the time of payment shall be legal tender for the payment of public and private debts. Payments of both principal and interest are to be made at the office or agency of the Company in the City and County of Denver, Colorado, or, at the option of the holder, at the office or agency of the Company in the Borough of Manhattan, The City of New York.

This bond is one of an issue of bonds of the Company, known as its First Mortgage Bonds, issued and to be issued in one or more series under and equally and ratably secured (except as any sinking, amortization, improvement or other fund, established in accordance with the provisions of the indenture hereinafter mentioned, may afford additional security for the bonds of any particular series) by a certain indenture of mortgage and deed of trust (hereinafter called the Indenture), dated as of March 1, 1957, made by the Company to The Central Bank and Trust Company, as Trustee (hereinafter called the Trustee), to which Indenture (and to all indentures supplemental thereto) reference is hereby made for a description of the property mortgaged, the nature and extent of the security, the rights and limitations of rights of the Company, the Trustee, and the holders of said bonds and of the coupons appurtenant to coupon bonds, under the Indenture, and the terms and conditions upon which said bonds are and are to be issued and secured, to all of the provisions of which Indenture and of all such supplemental indentures in respect of such security the holder, by accepting this bond, assents. To the extent permitted by and as provided in the Indenture, the rights and obligations of the Company and of the holders of said bonds and coupons (including those pertaining to any sinking or other fund) may be changed and modified, with the consent of the Company, by the holders of at least 70% in aggregate principal amount of the bonds then outstanding, such percentage being determined as provided in the Indenture; *provided, however,* that in case such changes and modifications affect one or more but less than all series of bonds then outstanding, they shall be required to be adopted only by (i) the affirmative vote of the holders of at least 70% in aggregate principal amount of outstanding bonds of such one or more series so affected and (ii) the affirmative vote of the holders of a majority in