

unmatured coupons annexed thereto, at the above mentioned office or agency of the Company, for cancellation and exchange for one or more fully registered bonds, of the same aggregate principal amount and of the same series and maturity, which fully registered bond or bonds may in turn be re-exchanged for a coupon bond or bonds of the same aggregate principal amount and of the same series and maturity, all as provided in the Indenture. Upon each such exchange and re-exchange the Company may require the payment of charges as in the Indenture prescribed.

No recourse under or upon any covenant or obligation of the Indenture, or of any indenture supplemental thereto, or of this bond or the coupons hereto annexed, for the payment of the principal of, premium, if any, or the interest on, this bond, or for any claim based thereon, or otherwise in any manner in respect thereof, shall be had against any incorporator, stockholder, officer or director, as such, of the Company, or of any successor corporation, whether former, present or future, either directly, or indirectly through the Company or any predecessor or successor corporation or the Trustee, by the enforcement of any assessment or otherwise, or by any legal or equitable proceeding by virtue of any constitution, statute, or otherwise (including without limiting the generality of the foregoing, any proceeding to enforce any claimed liability of stockholders of the Company, based upon any theory that the Company was acting as the agent or instrumentality of the stockholders), any and all such liability of incorporators, stockholders, officers and directors, as such, being released by the holder hereof, by the acceptance of this bond, and being likewise waived and released by the terms of the Indenture.

Neither this bond nor any of the annexed coupons shall be valid or become obligatory for any purpose until the certificate of authentication endorsed hereon shall have been signed by The Central Bank and Trust Company, or its successor, as Trustee under the Indenture.

It is Witness Whereof, Greeley Gas Company has caused this bond to be signed in its name by its President or a Vice President, and its corporate seal to be impressed or imprinted hereon and attested by its Secretary or an Assistant Secretary, and coupons bearing the

facsimile signature of its Treasurer to be annexed hereto, all as of November 1, 1977.

GREELEY GAS COMPANY,

By _____
President.

Attest:

Assistant Secretary.

(FORM OF COUPON FOR BONDS OF SERIES A) \$30.00

On the 1st day of _____, 19____ (unless the bond hereinafter mentioned shall have been called for previous redemption and payment of the redemption price thereof duly provided for), Greeley Gas Company will pay to bearer, upon surrender hereof, at its office or agency in the City and County of Denver, Colorado, or, at the option of the Bearer, at its office or agency in the Borough of Manhattan, The City of New York, Thirty Dollars and no Cents (\$30.00) 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, being six months' interest then due on its First Mortgage Bond, 6% Series due 1977, No. _____.

Treasurer.

(FORM OF FULLY REGISTERED BOND OF SERIES A)

GREELEY GAS COMPANY

First Mortgage Bond, 6% Series Due 1977

Due November 1, 1977

No. _____ \$ _____
Greeley Gas Company, a corporation organized and existing under the laws of the State of Colorado (hereinafter sometimes called the