SECTION 2.5. The Trustee shall apply the cash paid to it under this Article for the account of the Sinking Fund to the redemption of bonds of Series A, at the Sinking Fund redemption price.

Promptly upon receipt by the Trustee of the statement of the Company provided by Section 5.04 to be delivered to the Trustee prior to each Sinking Fund Payment Date, the Trustee shall proceed to select for redemption, in the manner described in Section 6.03 of the Original Indenture, a principal amount of bonds of Series A equal to the amount set forth in the statement, and the Trustee shall forthwith give the Company notice in writing to that effect, specifying the numbers of the bonds which, or portions of which, have been selected to be redeemed and the principal amount thereof to be redeemed in the case of bonds to be redeemed in part only; *provided, however,* that the Trustee shall not select for redemption or redeem less than $10,000 principal amount of bonds unless the Company shall in writing so request.

The Company, upon receipt of such notice from the Trustee, shall forthwith give notice, in the manner provided in Section 6.03 of the Original Indenture, of intention to redeem such bonds of Series A. Such notice shall state that the redemption is for the Sinking Fund, the date of redemption (which shall be the next succeeding Sinking Fund Payment Date), the place of redemption (which shall be the principal office of the Trustee in the City and County of Denver), the Sinking Fund redemption price and the numbers of the bonds to be redeemed (and in the case of partial redemption of a fully registered bond, the portion thereof to be redeemed) and that on the date fixed for redemption interest on such bonds or portions thereof shall cease. Proof in form satisfactory to the Trustee of the giving of such notice, as hereinabove provided, shall be furnished to the Trustee by the Company on or before such Sinking Fund Payment Date.

SECTION 2.6. Any cash balance at any time in the Sinking Fund amounting to less than a sum sufficient to redeem $10,000 principal amount of bonds shall be added to any succeeding Sinking Fund cash

payment or payments, and be applied to such redemption along with such succeeding payment or payments.

SECTION 2.7. All bonds redeemed or retired under the provisions of this Article and the appurtenant coupons shall forthwith be cancelled by the Trustee, and shall thereafter be cremated if in coupon form or delivered to the Company if in fully registered form, upon the written order of the Company. The Trustee shall note on its records the fact of such cancellation.

Bonds so redeemed or retired, or surrendered to the Trustee under the provisions of this Article, shall not thereafter, so long as any bonds of Series A are outstanding, be made the basis for the issue of bonds, or the withdrawal of cash, or the taking of a credit under any of the provisions of the Indenture.

ARTICLE 3.

Redemption of Bonds.

SECTION 3.1. The bonds of Series A shall, upon compliance with the provisions of Article 6 of the Original Indenture and in the manner and upon the terms therein provided, be redeemable prior to maturity, as a whole at any time, or from time to time in part, at the option of the Company at the principal amount of the bonds so to be redeemed and accrued interest to the date fixed for redemption together with a premium equal to 6% of the principal amount if redeemed prior to January 1, 1963, and, if redeemed thereafter, with a premium equal to a percentage of the principal amount thereof determined as set forth in the tabulation below (hereinafter called the redemption price):