sometimes called "bonds of Series C," all as herein provided, and to add to the covenants and agreements contained in the Indenture the covenants and agreements hereinafter set forth; and

WHEREAS, the Company has acquired, since the execution and delivery of the Original Indenture, the additional property hereinafter described, and the Company desires that such additional property so acquired be specifically subjected to the lien of the Indenture; and

WHEREAS, the Company, in the exercise of the powers and authority conferred upon and reserved to it under the provisions of the Indenture and pursuant to appropriate resolutions of its Board of Directors, has duly resolved and determined to make, execute and deliver to the Trustee a Third Supplemental Indenture in the form hereof for the purposes herein provided; and

WHEREAS, all conditions and requirements necessary to make this Third Supplemental Indenture a valid, binding and legal instrument have been done, performed and fulfilled and the execution and delivery hereof have been in all respects duly authorized; and

WHEREAS, all the requirements of law and of the charter and by-laws of the Company, including all requisite action of directors, and all things necessary to make said bonds of Series C, when duly executed by the Company and authenticated and delivered by the Trustee, and duly issued, the valid, binding and legal obligations of the Company, have happened, been done, and been performed;

NOW, THEREFORE, THIS INDENTURE WITNESSETH: That Greeley Gas Company in consideration of the premises and of the mutual covenants herein contained and of the purchase and acceptance by the holders thereof of the bonds at any time issued under the Indenture and of One Dollar ($1) to it duly paid by the Trustee at or before the ensealing and delivery of these presents, the receipt whereof is hereby acknowledged, and in order to secure the payment of the principal of, and interest and premium, if any, on, all bonds from time to time outstanding under the Indenture, according to the terms of said bonds and of the coupons annexed thereto, and to secure the performance and observance of all the covenants and conditions therein and in the Indenture contained, and to declare the terms and conditions upon and subject to which said bonds are and are to be issued and secured, has executed and delivered this Third Supplemental Indenture and hath granted, bargained, sold, warranted, aliened, remised, released, conveyed,

assigned, transferred, mortgaged, pledged, set over and confirmed, and by these presents doth grant, bargain, sell, warrant, alien, remise, release, convey, assign, transfer, mortgage, pledge, set over and confirm unto The Central Bank and Trust Company, as Trustee, and its successor or successors in the trust and its assigns forever, the following property, to wit:

PART FIRST.

GAS DISTRIBUTION SYSTEMS AND FEE PROPERTY.

A. The gas distributing plants and systems owned by the Company, located in and adjacent to the Cities of Worthington and Windom and the Villages of Mountain Lake and Lakefield, all in Minnesota.

B. All the branches and extensions of such plants and systems, including the lands and interests in land on which the same and every part thereof is situate, and all buildings, structures, gas mains, meters, services, tanks, conduits, regulators, pipes, fittings, valves, connections, and all appurtenances, appliances and equipment, and all other property, real, personal, or mixed, within or without said Cities and Villages owned and forming a part of, or owned and used, occupied, or enjoyed in connection with or in anywise appertaining to, said distributing plants and systems, or owned and used for the supplying of gas to any of the patrons of the Company, and all rights of way, easements, permits, privileges, franchises, licenses, consents, or rights for or relating to the construction, maintenance or operation thereof, through, over, under or upon any public streets or highways or lands, public or private.

C. The following described real estate:

(1) The following described real estate, situated in the County of Weld and State of Colorado:

A part of Lot One (1) of the Southwest Quarter (SW¼) of the Southwest Quarter (SW¼), Section Six (6), Township Five (5) North, Range Sixty-five (65) West of the 6th P. M., Weld County, Colorado, according to the subdivision of land of Union Colony of Colorado, and in the City of Greeley, more particularly described as follows: Beginning at the South boundary of Ninth Street and center of Union Colony No. 3 Canal; thence East along the South line of Ninth Street 251 feet; thence South 90 feet; thence West 75 feet; thence South 50 feet to the center of Union Colony No. 3 Canal; thence Northwesterly along the center of said Canal to the point of beginning.