In Trust Nevertheless, upon the terms and trusts herein set forth, and set forth in the Original Indenture, for the equal and proportionate benefit, security, and protection of those who from time to time shall hold the bonds and coupons authenticated and delivered under the Indenture and duly issued by the Company, without preference, priority or distinction as to lien (except as any sinking, amortization, improvement or other fund established in accordance with the provisions of the Indenture or any indenture supplemental thereto may afford additional security for the bonds of any particular series) of any of the bonds over any others thereof by reason of series, priority in the time of the issue or negotiation thereof, or otherwise howsoever, except as provided in Section 4.02 of the Original Indenture;

This Indenture Further Witnesseth, that the Company has agreed and covenanted, and hereby does agree and covenant with the Trustee and its successors and assigns and with the respective holders from time to time of the bonds and coupons, or any thereof, as follows:

ARTICLE 1.

Creation and Description of Bonds of Series C.

Section 1.1. There shall be a new series of Bonds, known as and entitled "First Mortgage Bonds, 6% Series due 1981" (herein referred to as the "bonds of Series C" or the "Series C bonds"). The aggregate principal amount of bonds of Series C which may be authenticated and delivered under the Indenture is limited to One Million Five Hundred Thousand Dollars ($1,500,000). All registered bonds of Series C without coupons shall be dated as provided in Section 2.04 of the Original Indenture (the beginning of the first interest period for the bonds of Series C being March 1, 1961). All coupon bonds of Series C shall be dated March 1, 1961. The bonds of Series C may be issued as coupon bonds registrable as to principal, in the denomination of $1,000 and/or as registered bonds without coupons in denominations of $500 and any multiple of $500 authorized by the Company. The execution by the Company of any Series C bond in any such denomination shall be conclusive evidence of the authorization thereof. The bonds of Series C shall mature on March 1, 1981; and shall bear interest at the rate of six per cent. (6%) per annum, payable semi-annually on March 1 and September 1 of each year until the principal thereof shall have become due and payable and thereafter if default be made in the payment of such principal, at the rate of six per cent. (6%) per annum until the principal thereof shall be paid. Both the principal of and interest on the bonds of Series C shall be payable at the office or agency of the Company in the City and County of Denver, Colorado, in 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.

The definitive bonds of Series C may be issued in the form of engraved bonds or bonds printed or lithographed on steel engraved or lithographed borders. Subject to the foregoing provisions of this Section 1.1 and to the provisions of Section 2.08 of the Original Indenture, all definitive bonds of Series C shall be fully interchangeable for other Series C bonds of like aggregate principal amounts, and, upon surrender to the Trustee at its principal office, shall be exchangeable for other bonds of the same series of a different authorized form and/or denomination or 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 C, 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 C]

GREELEY GAS COMPANY

First Mortgage Bond, 6% Series due 1981

Due March 1, 1981

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

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 March 1, 1981 (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 March and the first