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 aggregate principal amount of all of the bonds then outstanding; and *further provided*, that without the consent of the holder hereof no such change or modification shall be made which will extend the time of payment of the principal of, or of the interest or premium, if any, on, this bond or reduce the principal amount hereof or the rate of interest or the premium, if any, hereon, or effect any other modification of the terms of payment of such principal or interest or premium, if any, or will permit the creation of any lien ranking prior to or on a parity with the lien of the Indenture on any of the mortgaged property, or will deprive the holder hereof of the benefit of a lien upon the mortgaged property for the security of this bond, or will reduce the percentage of bonds required for the adoption of changes or modifications as aforesaid. This bond is one of a series of bonds designated as the First Mortgage Bonds, 6% Series due 1981, of the Company.

The bonds of this series are subject to redemption prior to maturity, upon not less than thirty days' prior notice, as a whole at any time, or from time to time in part, at the option of the Company, all as more fully provided in the Indenture, 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 March 1, 1968 and, if redeemed thereafter, with a premium equal to a percentage of the principal amount thereof determined as set forth in the tabulation below:

If Redeemed During Twelve Months' Period Beginning March 1	Premium	If Redeemed During Twelve Months' Period Beginning March 1	Premium
1968	5.54%	1975	2.32%
1969	5.08%	1976	1.86%
1970	4.62%	1977	1.40%
1971	4.16%	1978	.94%
1972	3.70%	1979	.48%
1973	3.24%	1980	0%
1974	2.78%		

provided, however, that to the extent provided in the Indenture, no redemption of any of the bonds shall be made prior to March 1, 1968, directly or

indirectly, out of funds borrowed at a lower interest cost than that specified in the Indenture.

The bonds of this series are also subject to redemption prior to maturity by the operation of the sinking fund provisions of the Indenture in the manner and to the extent provided in the Indenture at the principal amount of the bonds so to be redeemed and accrued interest to the date fixed for redemption.

If this bond shall be called for redemption, and payment of the redemption price shall be duly provided by the Company as specified in the Indenture, interest shall cease to accrue hereon (or on the portion hereof to be redeemed) on and after the date of redemption fixed in the notice thereof.

The principal of this bond may be declared or may become due before the maturity hereof, on the conditions, in the manner and at the times set forth in the Indenture, upon the happening of a default as therein defined.

This bond is transferable by the registered owner hereof in person or by his duly authorized attorney at the office or agency of the Company in the City and County of Denver, Colorado, upon surrender and cancellation of this bond and upon payment of charges, and thereupon a new fully registered bond of the same series and maturity, for a like principal amount, will be issued to the transferee in exchange therefor, as provided in the Indenture. The Company, the Trustee, any paying agent and any registrar may deem and treat the person in whose name this bond is registered as the absolute owner hereof for the purpose of receiving payment and for all other purposes. This bond, alone or with other bonds of the same series and maturity, may in like manner be exchanged at such office or agency for one or more new fully registered bonds of the same series and maturity, in denominations approved by the Company, of the same aggregate principal amount, or the registered owner of this bond may at his option surrender the same for cancellation and exchange for a coupon bond or bonds of the same aggregate principal amount and of the same series and maturity with coupons annexed maturing on and after the next ensuing interest date, which coupon bonds may in turn be re-exchanged for fully registered bonds of the same aggregate principal amount and of the same series and maturity, all as provided in the Indenture. Upon each such transfer, exchange and re-exchange the Company may require the payment of charges as in the Indenture prescribed.