1565 BOOK 140

INDENTURE, dated as of June 1, 1965, between GREELEY GAS COMPANY, a corporation organized and existing under the laws of the State of Colorado (hereinafter sometimes called the "Company") having its principal place of business in Denver, Colorado, party of the first part, and THE CENTRAL BANK AND TRUST COMPANY, a banking corporation organized and existing under the laws of Colorado (hereinafter sometimes called the "Trustee"), as Trustee, party of the second part,

WHEREAS, the Company has heretofore executed and delivered to the Trustee its Indenture of Mortgage and Deed of Trust dated as of March 1, 1957 (hereinafter sometimes called the "Original Indenture") to secure the payment of the principal of, premium, if any, and interest on, all bonds at any time issued and outstanding thereunder, and to establish and declare the terms and conditions upon which bonds are to be issued and secured thereunder; and

WHEREAS, bonds in the aggregate principal amount of $3,750,000 have heretofore been issued under the Original Indenture consisting of an initial series in the principal amount of $1,300,000 designated First Mortgage Bonds, 5-1/4% Series due 1977 (the "1977 Series"), of which $936,000 in principal amount are now outstanding, and $500,000 in principal amount of First Mortgage Bonds, 6% Series due

1977 ("Series A Bonds"), of which $360,000 principal amount are now outstanding, and $450,000 in principal amount of First Mortgage Bonds, 5-1/4% Series B due 1960-1974, of which $350,000 principal amount are now outstanding, and $1,500,000 in principal amount of First Mortgage Bonds 6% Series due 1981 ("Series C Bonds"), of which $1,302,000 in principal amount are now outstanding; and

WHEREAS, the Original Indenture provides that the Company and the Trustee may enter into indentures supplemental to the Original Indenture to convey, transfer and assign to the Trustee and to subject to the lien of the Indenture, with the same force and effect as though specifically described in the Granting Clauses of the Original Indenture, additional property owned by the Company, acquired by it through purchase, consolidation, merger, donation or otherwise; to provide for the creation of any series of bonds (other than the 1977 Series); and to add to the covenants and agreements of the Company contained in the Indenture further covenants thereafter to be observed (the term "Indenture" and other terms used herein having the meanings assigned thereto in the Original Indenture, except as herein expressly modified); and

WHEREAS, the Company has duly determined to create a series of Bonds to be known as "First Mortgage