

The Company will, subject to delays due to force majeure, proceed, with all reasonable speed and in a sound and economical manner to acquire or develop the necessary land, leases and interests therein, to acquire or construct the necessary plant and equipment, and to complete the second stage of pipe line development within the time specified therefor in the Certificate of Public Convenience and Necessity granted to the Company by the order of the Federal Power Commission issued June 18, 1954 including any and all extensions of the time so specified, but in any event within two years after the Completion Date.

The term "*force majeure*" as used in this Indenture shall mean acts of God, strikes, lockouts or other labor or industrial disturbances, civil disturbances, arrests and restraint from rulers and people, interruptions or delays caused by government or court orders, future valid orders of any regulatory body having proper jurisdiction, acts of the public enemy, wars, riots, sabotage, blockades, embargoes, insurrections, failure or inability to secure materials or labor by reason of priority or similar regulations or orders of the government, epidemics, landslides, lightning, earthquakes, fires, storms, floods, washouts or explosions and any other cause beyond the control of the Company whether or not of the character hereinabove enumerated.

(b) The Company will, within 90 days after the Completion Date, deliver to the Trustee:

(i) An Officers' Certificate stating that the initial stage of pipe line development has been completed and the date of such completion; that the Pipe Line System to the extent so completed has an operating capacity of 293,000 MCF of gas per day; that all payments required to be made on account of the cost of completion of the initial stage of pipe line development have been made or that a stated estimated sum, not exceeding the balance of funds then held by the Trustee to be applied pursuant to § 9.03, is required to be paid to complete such payment, and specifying the persons to whom payments are to be made and/or the conditions upon which such payments are to be made; that no notices of violation of any requirement of any governmental authority have within the knowledge of the Company been filed in connection with such completion or in any other manner affecting it which have