

nection with the additional facilities described in clauses (i), (ii) and (iii) of the description of the New Pipe Line in Section 1.12, and that it has made due application to the Federal Power Commission for any necessary authorizations to construct and install said additional facilities and the Arizona Branches of the New Pipe Line. The Company covenants and agrees (a) that it will, subject to delays due to *force majeure* and, as to said additional facilities, subject to the procuring of any necessary authorizations from the Federal Power Commission, proceed promptly and without unnecessary delay in the acquisition, construction and completion of the New Pipe Line, and that it will, subject to the procuring of any necessary authorizations from the Federal Power Commission and to delays due to *force majeure*, proceed promptly and without unnecessary delay in the acquisition, construction and completion of the Arizona Branches of the New Pipe Line to an aggregate installed and operating delivery capacity of not less than 20,000,000 cubic feet of natural gas per day at their respective termini near Tucson and Avondale, Arizona; and (b) that, in any event, the New Pipe Line will be completed (within the meaning of Section 1.12) on or before January 1, 1951 and the Arizona Branches of the New Pipe Line will be completed to the above mentioned capacity on or before January 1, 1950, or within such further period in either case as shall equal the delay, if any, in the construction and completion of the New Pipe Line or the Arizona Branches, as the case may be, directly attributable to (i) orders of governmental bodies prohibiting the construction of the New Pipe Line, or the Arizona Branches, as the case may be, or prohibiting or restricting the furnishing or use of materials or labor required for such construction, (ii) strikes of employees of the Company or of contractors or subcontractors engaged in the construction of the New Pipe Line or the Arizona Branches, as the case may be, which render it impossible to proceed with such construction, and strikes or stoppages of work involving employees of others causing delay in the furnishing or delivery of materials, supplies or equipment for the construction of the New Pipe Line or the Arizona Branches, as the case may be, and/or (iii) sabotage or acts of the public enemy.