

ARTICLE SIX A.**Loop Line Project—Covenant to Construct—
Loop Line Construction Fund.**

SECTION 6A.01. The Company covenants and represents that it has procured from the Federal Power Commission all necessary authorizations from said Commission to construct and operate the Loop Line Project. The Company covenants and agrees (a) that it will, subject to delays due to *force majeure*, proceed promptly and without unnecessary delay in the acquisition or construction and completion of the Loop Line Project, as defined in Section 1.12A, and (b) that in any event the Loop Line Project will be completed on or before January 1, 1955, or within such further period as shall equal the delay, if any, in the construction and completion of the Loop Line Project directly attributable to (i) laws or regulations or orders of governmental bodies prohibiting the construction of the Loop Line Project, or directly or indirectly 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 Loop Line Project 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 Loop Line Project, and/or (iii) sabotage or acts of the public enemy.

SECTION 6A.02. Subject to the provisions of Section 6A.08 and Section 6A.09 hereof, any moneys held by the Corporate Trustee from time to time in the Loop Line Construction Fund may be withdrawn by the Company from time to time to reimburse the Company for expenditures made (whether out of the Current Construction Fund provided for in Section 6A.09 or from other funds of the Company) or indebtedness incurred (exclusive of indebtedness for money borrowed), whether before or after the date of execution of the Fourth Supplemental Indenture, on account of the cost of acquisition or construction and completion of the Loop Line Project, which cost shall include

- (a) all costs of acquisition or construction and completion of the Loop Line Project which shall have been charged or shall