

edied, without the incurring of disproportionate expense by the Company, by relocation of the portion of the pipe line affected or by negotiation or other action, and will not result in a break in the continuity of any of the pipe line systems of the Company, and that the completed Loop Line Project, subject as aforesaid, is subject to the lien of this Indenture free and clear of all other liens and encumbrances, or will be so subject to the lien of this Indenture upon the execution and delivery of specified instruments of conveyance, assignment and transfer; and

(4) such instruments of conveyance, assignment or transfer, if any, as may be specified in the above required opinion of counsel.

If the opinion of counsel provided for in the foregoing subdivision (3) of this Section shall state that the Company has good and valid leases or United States Government permits covering the lands on which are located all or part of the facilities described in subdivisions (20), (21), (24), (25), (47), (48), (52), (69)(b) and (69)(c) of Part II of Article Four of the Seventh Supplemental Indenture and in subdivisions (27)(b), (27)(c), (30), (31), (32), (33) and (34) of Part I of Article Four of the Eighth Supplemental Indenture and certain facilities appurtenant to the plants or stations referred to in the above specified subdivisions and a metering station located near the Town of Topock, Arizona, and shall state that all of such leases are for terms which expire (or are renewable at the option of the Company for terms expiring) not earlier than May 31, 1976, that such leases have been duly recorded or that recording thereof is not necessary in order to protect the lien of the Mortgage on the interest of the Company in the properties covered thereby, and that such leases and permits conform with the requirements of the second sentence of the fourth paragraph of Section 1.09, then the Company shall be deemed to have good title to the facilities located on the lands covered by such leases or permits.

SECTION 6A.05. The Company covenants and agrees that, if the total cost of the acquisition and construction of the Loop Line Project as completed within the meaning of Section 1.12A (including the full cost of the 13.86 miles of 12 $\frac{3}{4}$ -inch transmission pipe line branch