

sible 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 Second Permian-San Juan Project, and/or (iii) sabotage or acts of the public enemy), the Company will have completed all of the transmission pipe lines, compressor stations, plants and other facilities comprised in the Second Permian-San Juan Project to the extent necessary to enable the Company to deliver, and so that the Company will be delivering, when required, the volumes of gas to be delivered as set forth in said Section 1.12D (even though the Company shall not then have completed all of the well drilling and development program and related field gathering lines and other field facilities comprised in said Project), and (c) that in any event the entire Second Permian-San Juan Project, as defined in Section 1.12D, including all the well drilling and development program and related field gathering lines and other field facilities comprised in said Project, will be completed on or before January 1, 1961 or within such further period as shall equal the delay, if any, in the acquisition or construction and completion of said Project directly attributable to one or more of the causes specified in clause (b) above.

SECTION 6D.02. The Company covenants that, on or before December 31, 1958, it will deposit with the Corporate Trustee as part of the Second Permian-San Juan Construction Fund, in addition to the sums deposited as part of said Fund pursuant to Paragraph F of Section 4.01, amounts aggregating not less than \$154,935,000; it being understood that all sums deposited with the Corporate Trustee as part of said Fund pursuant to Paragraphs G, H and I of said Section 4.01 shall be credited against the Company's obligations under this Section.

SECTION 6D.03. Subject to the provisions of Section 6D.06 and Section 6D.09 hereof, any moneys held by the Corporate Trustee from time to time in the Second Permian-San Juan Construction Fund may be withdrawn by the Company from time to time to reimburse the Company for expenditures made or indebtedness incurred (exclusive of indebtedness for money borrowed), whether before or after the date