

stating that further delays in the acquisition or construction and completion of the Second Permian-San Juan Project to the extent aforesaid have occurred directly attributable to one or more of the causes aforesaid (specifying such cause or causes and specifying the aggregate period of such delays) and specifying a new date for such completion further postponed by not more than the period of such additional delays, or (2) a certificate of the Company and an accompanying certificate of an independent engineer stating that the Second Permian-San Juan Project has been completed to the extent aforesaid.

SECTION 6D.06. From and after the date of delivery to the Corporate Trustee of the certificate of the Company as to the completion of the Second Permian-San Juan Project and related documents specified in the first paragraph of Section 6D.05, any funds then remaining in the Second Permian-San Juan Construction Fund shall be held by the Corporate Trustee as part of the trust estate hereunder and shall be paid over or applied by it from time to time as provided in Section 4.06.

The Company covenants and agrees that, if the total cost of the acquisition and construction of the Second Permian-San Juan Project as completed within the meaning of Section 1.12D (exclusive of any costs of the acquisition of gas leasehold estates forming a part of such Project) shall be less than \$195,935,000, the Company will deposit with the Corporate Trustee, prior to or simultaneously with the delivery to it of the documents specified in the first paragraph of Section 6D.05, an amount which, together with any funds then remaining in the Second Permian-San Juan Construction Fund and any sums which the Company shall then remain obligated to deposit with the Corporate Trustee pursuant to the first paragraph of Section 6D.02, will equal the difference between such cost of the Second Permian-San Juan Project and the sum of \$195,935,000. All additional amounts deposited with the Corporate Trustee pursuant to this paragraph shall also be held by the Corporate Trustee as part of the trust estate hereunder and paid out or applied by it as provided in Section 4.06.

If any cash deposited with or held by the Corporate Trustee pursuant to this Section shall not have been paid out or applied as pro-