

or construction and completion of the Third Permian-San Juan Project as defined in Section 1.12E;

(b) that, on or before January 1, 1960 (or within such further period as shall equal the delay, if any, in the acquisition or construction of the Third Permian-San Juan Project directly attributable to (i) laws or regulations or orders of governmental bodies prohibiting the construction of the Third Permian-San Juan 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 Third Permian-San Juan 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 Third 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 Third 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 1.12E (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 Third Permian-San Juan Project, as defined in Section 1.12E, 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 July 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 6E.02. The Company covenants that, on or before December 31, 1959, it will deposit with the Corporate Trustee as part of the Third Permian-San Juan Construction Fund, in addition to the sums deposited as part of said Fund pursuant to Paragraph K of Section 4.01, amounts aggregating not less than \$161,272,000; it being under-