

tee and any necessary recordation and/or filing of specified instruments of conveyance, assignment or transfer will be, subject to the lien of this Indenture, subject only to permitted encumbrances; that all recordation, filing and giving of notice, if any (other than recordation and/or filing of any instruments of conveyance, assignment or transfer specified as aforesaid), required in order to protect the lien of this Indenture on such leasehold estates and the rights granted by such permits and on the facilities located on the lands covered by such leasehold estates and permits have been duly effected; that such leases, permits and right of way grants are good and valid and that each such lease, grant or permit conforms 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, grants or permits.

The Company further covenants and agrees that, on or before January 1, 1960, it will file with the Corporate Trustee, either (a) a certificate of the Company, stating that the Company has 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, when required, the volumes of gas to be delivered as set forth in 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), accompanied by a certificate signed by an independent engineer stating that in its opinion the Third Permian-San Juan Project has been completed to the extent stated in such certificate of the Company, or (b) a certificate of an independent engineer stating that delays in the acquisition or construction and completion of the Third Permian-San Juan Project to the extent aforesaid have occurred which are directly attributable to one or more of the causes specified in clause (b) of the second paragraph of Section 6E.01 (specifying such cause or causes and specifying the aggregate period of such delays) and specifying also a postponed date (later than January 1, 1960 by not more than the aggregate period of the delays so specified) by which the Third Permian-San Juan Project is to be completed to the extent aforesaid. The Company shall also file with the Corporate