

(n) Zoning laws and ordinances.

(o) Any irregularities in or deficiencies of title to any rights-of-way for pipe lines, telephone lines, power lines, water lines and/or appurtenances thereto or other improvements thereon, and to any real estate used or to be used primarily for right-of-way purposes, provided that in the opinion of counsel the Company shall have obtained from the apparent owner of the lands or estates therein covered by any such right-of-way a sufficient right, by the terms of the instrument granting such rights-of-way, to the use thereof for the construction, operation or maintenance of such lines, appurtenances or improvements for which the same are used or are to be used, or provided that in the opinion of counsel the Company has power under eminent domain or similar statutes to remove such irregularities or deficiencies.

(p) Reservations and other matters relating to titles to leases and leasehold interests in oil and gas properties and the lands covered thereby, if such reservations and other matters do not, in the aggregate, materially affect the marketability of the Company's title thereto, and do not materially impair the use of such leases or leasehold interests for the purposes for which they are held by the Company or the value of the Company's interests therein.

(q) The obligations and liabilities of the Company under the terms of the leases and leaseholds identified, described and tabulated in Exhibit C annexed hereto and under the terms of the instruments of assignment by which the Company acquired such leases and leaseholds and under the terms of the subleases, operating agreements and unitization or communitization agreements relating thereto, and the rights of, and liens for the benefit of, other parties thereto; and also all other obligations and liabilities of the Company and rights of, and liens for the benefit of, others than the Company under all gas and/or oil leases and leaseholds which the Company may hereafter acquire or become a party to and which are pledged or mortgaged, or required to be pledged or mortgaged, under the Indenture and agreements of any nature relating thereto, if such obligations, liabilities, rights and liens do not materially impair the use of such leases or leaseholds for the purposes for which they are held by the Company or the value of the Company's interests therein.

(r) The obligations of the Company to reassign the leases or interests or rights to which the Sales Contracts and Operating Agreements and the Assignment Contracts referred to in § 8.07