

(7) (a) any lien or encumbrance, cash sufficient for the discharge of which has been deposited in trust with the Corporate Trustee hereunder or with the trustee or mortgagee under the instrument evidencing such lien or encumbrance, with irrevocable authority to the Corporate Trustee hereunder or to such other trustee or mortgagee to apply such cash to the discharge of such lien or encumbrance to the extent required for such purpose, and (b) the lien, if any, of judgments rendered against the Company as a result of claims for personal injuries, death or damages to properties in connection with the conduct of the business of the Company, where the validity or amount thereof is being contested in good faith through appropriate appellate proceedings and such judgments are protected against by supersedeas bonds; but only if and to the extent that the total amount of cash so deposited with the Corporate Trustee plus the total amount of all judgments so protected against does not exceed \$2,000,000 in the aggregate;

(8) any mortgage or other encumbrance constituting a lien upon land owned by another than the Company over which the Company has rights of way, existing at the date of the execution of this Indenture or, as to rights of way thereafter acquired, existing at the date of such acquisition, or any mortgage or other encumbrance constituting a lien upon land now owned or hereafter acquired by the Company and used primarily for right of way purposes; provided that in each case the Company shall neither have assumed nor shall customarily pay interest upon the indebtedness secured by any such mortgage or other encumbrance;

(9) except with respect to gas production property, encumbrances (other than to secure the payment of money), easements, rights of way and servitudes, reservations as to permits, reservations and rights in respect of oil, gases and other minerals and water, including any rights as to mining operations under federal laws relating to multiple mineral development of the same tracts, or in respect of grazing, mining, canals, ditches, reservoirs and the like, conditions, covenants, party wall agreements or other restrictions, over, on or in respect of property or lands or estates owned by the Company or over which the Company owns rights of way, which encumbrances, easements, rights of way, servitudes, reservations, rights, conditions, covenants, agreements and restrictions are in the opinion of counsel