

(2) that all such bondable additions (or, in the case of bondable additions located on proven gas acreage subject to a unitization or communitization agreement, the Company's interest therein), except such thereof as shall have been retired at the date of such opinion, are, or upon the execution and delivery to the Corporate Trustee 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;

(3) that the Company is authorized to own and use such bondable additions, other than any thereof which shall have been retired as aforesaid;

(4) in the event that any such bondable additions (other than gas production property and retired property) consist of facilities (other than those of the character described in clause (iii) of the first paragraph of Section 1.09) located on lands held by the Company under leases or under permits from federal, state, municipal or other public authorities, that such leases expire (or are renewable at the option of the Company for terms expiring) not earlier than the maturity of the latest maturing bonds issued and outstanding hereunder or then being applied for; that the Company has good title, subject only to permitted encumbrances, to the leasehold estates created by such leases; that such leases are free from any deficiencies of title or prior liens or encumbrances (other than deficiencies, liens or encumbrances constituting permitted encumbrances) affecting the same, whether relating to the lessor's title to the property covered by such leasehold estates or to such leasehold estates themselves; that such leases are not terminable by reason of the bankruptcy, insolvency or receivership of the Company or the foreclosure of a mortgage thereon provided there is no default in the payment of rentals or in the performance of the other obligations of the Company thereunder; that such leasehold estates and the rights granted by such permits are, or upon the execution and delivery to the Corporate Trustee 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, required in order to protect the lien of this Indenture upon such leasehold estates and the rights granted by such permits and upon such