

bondable additions (other than the recordation and filing of specified instruments of conveyance, assignment or transfer for the purpose of subjecting the same to the lien of this Indenture) have been duly effected; that such leases and permits are good and valid; and that such leases and permits conform with the requirements of the second sentence of the fourth paragraph of Section 1.09; and

(5) in the event that such bondable additions include any gas leasehold estates or other gas production property located on acreage covered by gas leasehold estates owned by the Company (other than gas leasehold estates or other gas production property which shall have been retired at the date of such certificate of the Company), that the Company has good and valid title, subject only to permitted encumbrances, to such gas leasehold estates; that such gas leasehold estates are free from any deficiencies of title or prior liens or encumbrances (other than deficiencies or liens or encumbrances constituting permitted encumbrances) affecting them, whether the same relate to the lessor's title to the property covered by such gas leasehold estates (or, in the case of a unitization or communitization agreement, the lessor's title to the property subjected thereto by the Company) or to such gas leasehold estates themselves; that such gas leasehold estates are not terminable by reason of the bankruptcy, insolvency or receivership of any party to the instrument or instruments by which they were created or by reason of 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; if such gas leasehold estates include the Company's interest under any operating agreement or unitization or communitization agreement, that no assignment or transfer of the interest of any party to such agreement (whether voluntary or by operation of law and whether as security or otherwise) and no bankruptcy, insolvency or receivership of any such party will terminate such agreement or give any assignee, trustee in bankruptcy or receiver or other person the right to withdraw from such agreement the gas leasehold estates or acreage covered thereby subjected to such agreement by such party or otherwise destroy, terminate or forfeit the rights of any other party under such agreement, and that any assignment or transfer made or lien or encumbrance created by any party