

from Delhi Oil Corporation, subject to the reservations and/or payments provided for in the Oil and Gas Lease Sale Agreement, dated January 18, 1952, between the Company and said Delhi Oil Corporation; that none of the irregularities or defects of title, if any, specified in such opinion substantially impair the value or usefulness of such acreage for the purposes for which the same was acquired by the Company; and that the entire right, title and interest of the Company in and to such acreage is subject to the lien of this Indenture free and clear of prior liens and encumbrances except as aforesaid, or will be so subject to the lien of this Indenture upon the execution and delivery of specified instruments of conveyance, assignment and transfer;

(iii) the Company has good title to any real estate (other than proven or unproven gas acreage), subject only to permitted encumbrances, and has duly obtained any rights of way, described in said certificate of the Company provided for in subdivision (1) of this Section, and that such real estate and the Company's interest in such rights of way are subject to the lien of this Indenture free and clear of all liens and encumbrances other than permitted encumbrances, or will be so subject to the lien of this Indenture upon the execution and delivery of specified instruments of conveyance, assignment and transfer; and

(4) such instruments of conveyance, assignment or transfer, if any, as may be specified in the above required opinion of counsel.

If the opinion of counsel provided for in the foregoing subdivision (3) of this Section shall include the statements provided for in the next to last paragraph of Section 6B.05 with reference to any of the lands on which are located any of the facilities referred to in said paragraph, such statements shall be sufficient compliance, as to such lands, with the requirement of a statement as to good title contained in clause (iii) of said subdivision (3).

Notwithstanding the foregoing provisions of this Section 6B.03, from and after the date of the execution and delivery of the Eighth Supplemental Indenture hereto the Company shall not be entitled to withdraw or have paid any moneys out of the San Juan Construction