

SECTION 19. § 5.30 of the Indenture is amended by inserting after the words "Bonds of the 1975 Series" the words "and not less than 66 $\frac{2}{3}$ % in principal amount of the Bonds of the 1977 Series".

SECTION 20. § 5.33 of the Indenture is amended by deleting the figure "(1)" after the letter "(A)".

SECTION 21. § 7.02(g)(B) is amended by deleting the words "Assignment Contracts between the Company and Phillips Petroleum Company, dated January 9, 1953 and July 16, 1954," and inserting in place thereof the words "Assignment Contract between the Company and Phillips Petroleum Company, dated January 9, 1953,".

SECTION 22. Article 7 of the Indenture is amended by adding at the end thereof the following additional sections:

"§ 7.03. All stock certificates and all bonds, notes or other evidences of indebtedness which are required by any of the provisions of this Indenture to be pledged or which may be pledged with the Trustees hereunder shall be delivered to the Trustee and shall be held by and in the custody of the Trustee subject to the terms and provisions of this Indenture. All stock certificates, registered bonds and registered notes or other evidences of indebtedness which may at any time be delivered to the Trustee under the terms of this Indenture shall be in bearer form or endorsed in blank for transfer or accompanied by proper instruments of assignment and transfer duly executed by the registered owners thereof. The Trustee may (but need not) cause such stock certificates, registered bonds and notes or other evidences of indebtedness to be transferred to or registered in its name as Trustee hereunder, or in the name or names of its nominee or nominees.

"§ 7.04. Unless and until there shall have occurred and be continuing any event of default, or the Company shall be in default in the payment of interest on any of the Bonds, the Company shall have the right to vote at any and all meetings of stockholders or security holders of any company or companies whose stocks or securities are pledged hereunder, for all purposes not contrary to its covenants herein contained or not otherwise inconsistent with the provisions or purposes hereof, on any of the pledged stock, bonds, notes or other evidences of indebtedness, and the Trustee shall, at the written request of the Company signed on its behalf by its President or a Vice-President, give a proxy or power of attorney