

required to be filed with the Trustee pursuant to § 9.01 or § 9.02 shall refer to the reduction of cash rather than to the withdrawal of cash.

"C. The capital stock of Westcoast Transmission Company Limited and the capital stock of Northwest Production Corporation (or any securities received in exchange therefor) constituting part of the trust estate may at any time be withdrawn and taken down from the trust estate, as to the stock of each such company (or the securities received in exchange therefor) as a whole only and not in part, and shall be released by the Trustees from the lien of this Indenture upon compliance by the Company in each case with the requirements of § 8.03B, except that (i) in the case of the release of the capital stock of Northwest Production Corporation (or any securities received in exchange therefor) the Engineer's Certificate need not state the cost to the Company or fair value of such securities, and the amount of cash to be paid to the Trustee shall be \$6,000,000, and (ii) in the case of the release of the capital stock of Westcoast Transmission Company Limited (or any securities received in exchange therefor) the Engineer's Certificate need not state the fair value of such securities, and the amount of cash to be paid to the Trustee shall be an amount equal to the cost to the Company of such securities.

"Cash received by the Trustee under the provisions of this § 8.03C may be withdrawn from the trust estate only in accordance with § 9.04.

"The amount of cash required to be deposited pursuant to this § 8.03C may, at the election of the Company, be reduced by an amount equivalent to the amount of cash which could at the time be withdrawn pursuant to § 9.04 by simultaneous compliance therewith, except that any certificates required to be filed with the Trustee pursuant to § 9.04 shall refer to the reduction of cash rather than to the withdrawal of cash."

SECTION 24. § 8.07 of the Indenture is amended as follows:

(a) The second sentence 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," and by deleting the words "and D".