

(b) An executed counterpart of a supplemental instrument relating to such new series executed by the County and the Lessee pursuant to Section 11.04 of the Lease containing a schedule of payments of rents which are not less than the payments of principal and interest, when due, for such series.

(c) An executed counterpart of a supplemental indenture authorizing the new series subjecting to the lien hereof any and all real property paid for with the proceeds of such new series of Bonds, assigning all of the right, title and interest of the County in and to the supplemental instrument referred to in subparagraph (b) of this Section 3.04 and pledging and assigning the additional rents, subject to the rights of the Lessee under the Lease.

(d) An executed counterpart of a supplemental instrument under the terms of which Phillips Petroleum Company guarantees the obligations of the Lessee under the supplemental instrument referred to in subparagraph (b) of this Section 3.04.

(e) An Opinion of Counsel satisfactory to the Trustee to the effect that (i) such Bonds are valid and binding obligations of the County and enforceable in accordance with their terms and the terms of this Indenture; (ii) such Bonds have been duly and validly authorized and issued in accordance with law and this Indenture; (iii) the Lease has been effectively supplemented by the supplemental instrument referred to in subparagraph (b) of this Section 3.04 and the Lease as supplemented is valid and binding on the County and the Lessee, subject to bankruptcy and insolvency laws; (iv) the supplemental instrument of guaranty referred to in the preceding subparagraph (d) is valid, binding and enforceable against Phillips Petroleum Company in