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COUNTERPART No. 38

CASCADE NATURAL GAS CORPORATION

TO

THE CHASE MANHATTAN BANK
(NATIONAL ASSOCIATION)

AND

J. A. PAYNE

As Trustees.

NINETEENTH SUPPLEMENTAL INDENTURE

Dated as of July 1, 1968

TO

FIRST MORTGAGE AND DEED OF TRUST

Dated as of April 1, 1956

Making Certain Changes in the First Mortgage and Deed of Trust dated as of April 1, 1956 (as supplemented by the First Supplemental Indenture dated as of October 15, 1956, the Second Supplemental Indenture dated as of April 1, 1957, the Third Supplemental Indenture dated as of October 15, 1957, the Fourth Supplemental Indenture dated as of April 1, 1958, the Fifth Supplemental Indenture dated as of August 15, 1959, the Sixth Supplemental Indenture dated as of March 17, 1960, the Seventh Supplemental Indenture dated as of January 31, 1961, the Eighth Supplemental Indenture dated as of August 15, 1961, the Ninth Supplemental Indenture dated as of April 15, 1962, the Tenth Supplemental Indenture dated as of August 28, 1962, the Eleventh Supplemental Indenture dated as of April 15, 1963, the Twelfth Supplemental Indenture dated as of December 27, 1963, the Thirteenth Supplemental Indenture dated as of March 20, 1964, the Fourteenth Supplemental Indenture dated as of April 20, 1965, the Fifteenth Supplemental Indenture dated as of December 1, 1965, the Sixteenth Supplemental Indenture dated as of April 15, 1966, the Seventeenth Supplemental Indenture dated as of April 15, 1967, and the Eighteenth Supplemental Indenture dated as of April 15, 1968), from Cascade Natural Gas Corporation to The Chase Manhattan Bank (now The Chase Manhattan Bank (National Association)) and Fred F. Voorhees (now J. A. Payne), as Trustees, Creating Series G Bonds under said First Mortgage and Deed of Trust and Setting Forth the Terms and Provisions of Such Series G Bonds.

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NINETEENTH SUPPLEMENTAL INDENTURE, dated as of July 1, 1968, between CASCADE NATURAL GAS CORPORATION, a corporation duly organized and existing under the laws of the State of Washington (hereinafter sometimes called the Company), party of the first part, and THE CHASE MANHATTAN BANK (National Association), a national banking association existing under the laws of the United States of America (formerly The Chase Manhattan Bank), and J. A. PAYNE (as successor to FRED F. VOORHEES), as Trustees under the First Mortgage and Deed of Trust dated as of April 1, 1956 (hereinafter called the Original Indenture), as amended and supplemented by the First Supplemental Indenture dated as of October 15, 1956, the Second Supplemental Indenture dated as of April 1, 1957, the Third Supplemental Indenture dated as of October 15, 1957, the Fourth Supplemental Indenture dated as of April 1, 1958, the Fifth Supplemental Indenture dated as of August 15, 1959, the Sixth Supplemental Indenture dated as of March 17, 1960, the Seventh Supplemental Indenture dated as of January 31, 1961, the Eighth Supplemental Indenture dated as of August 15, 1961, the Ninth Supplemental Indenture dated as of April 15, 1962, the Tenth Supplemental Indenture dated as of August 28, 1962, the Eleventh Supplemental Indenture dated as of April 15, 1963, the Twelfth Supplemental Indenture dated as of December 27, 1963, the Thirteenth Supplemental Indenture dated as of March 20, 1964, the Fourteenth Supplemental Indenture dated as of April 20, 1965, the Fifteenth Supplemental Indenture dated as of December 1, 1965, the Sixteenth Supplemental Indenture dated as of April 15, 1966, the Seventeenth Supplemental Indenture dated as of April 15, 1967, and the Eighteenth Supplemental Indenture dated

as of April 15, 1968, of the Company (the Original Indenture as amended and supplemented by said First, Second, Third, Fourth, Fifth, Sixth, Seventh, Eighth, Ninth, Tenth, Eleventh, Twelfth, Thirteenth, Fourteenth, Fifteenth, Sixteenth, Seventeenth and Eighteenth Supplemental Indentures being hereinafter sometimes called the Indenture as Heretofore Amended, and the Indenture as Heretofore Amended, as amended and supplemented by this Nineteenth Supplemental Indenture and as it may hereafter be supplemented, modified or amended, being hereinafter sometimes called the Indenture), parties of the second part.

WHEREAS, The Chase Manhattan Bank was converted into a national banking association under the name The Chase Manhattan Bank (National Association), effective September 23, 1965; and by virtue of said conversion the continuity of the business of The Chase Manhattan Bank, including its business of acting as corporate trustee, and its corporate existence, have not been affected, so that The Chase Manhattan Bank (National Association) is vested with all the trusts, powers, discretion, immunities, privileges and all other matters as were vested in said The Chase Manhattan Bank under the Indenture, with like effect as if originally named as Trustee therein;

WHEREAS, Fred F. Voorhees resigned as Individual Trustee under the Indenture and was duly succeeded by J. A. Payne as Individual Trustee effective November 15, 1966, so that said J. A. Payne is vested with all the estates, properties, rights, powers, trusts, duties and obligations of said Fred F. Voorhees under the Indenture, with like effect as if originally named as Individual Trustee therein;

WHEREAS the Company has been authorized by law and has deemed it necessary to borrow money for its proper

corporate purposes, to issue its bonds therefor and to mortgage and pledge its properties in order to secure the payment thereof and, to that end, in the exercise of such authority, the Board of Directors of the Company has duly authorized the execution and delivery of the Indenture as Heretofore Amended to provide for bonds to be issued thereunder from time to time in one or more series unlimited in aggregate principal amount at any one time outstanding (hereinafter called the Bonds), to secure the payment of the principal of, and the interest and premium, if any, on, the Bonds and to establish and declare the terms and conditions upon which the Bonds are to be issued and secured, and has duly authorized the creation, execution and delivery under the Indenture as Heretofore Amended of six series of Bonds: one designated "First Mortgage 4 $\frac{7}{8}$ % (originally 4 $\frac{5}{8}$ %) Twenty-year Bonds, Series A, Due April 1, 1976" (hereinafter called Series A Bonds or Bonds of Series A), limited to the aggregate principal amount of \$9,100,000 (of which \$6,355,000 are outstanding at the date hereof); another designated "First Mortgage 4 $\frac{7}{8}$ % Bonds, Series B, Due April 1, 1978" (hereinafter called Series B Bonds or Bonds of Series B), limited to the aggregate principal amount of \$643,000 (of which \$463,000 are outstanding at the date hereof); another designated "First Mortgage 6% Bonds, Series C, Due October 1, 1978" (hereinafter called Series C Bonds or Bonds of Series C), limited to the aggregate principal amount of \$2,429,000 (of which \$1,577,000 are outstanding at the date hereof); another designated "First Mortgage 5 $\frac{3}{4}$ % Twenty-year Bonds, Series D, Due April 1, 1982" (hereinafter called Series D Bonds or Bonds of Series D), limited to the aggregate principal amount of \$2,500,000 (of which \$2,115,000 are outstanding at the date hereof); another designated "First Mortgage 5 $\frac{1}{8}$ % Twenty-year Bonds, Series E, Due April 1, 1984" (hereinafter called Series E Bonds or Bonds

of Series E), limited to the aggregate principal amount of \$6,000,000 (of which \$6,000,000 are outstanding at the date hereof) and another designated "First Mortgage 5½% Twenty-year Bonds, Series F, Due April 1, 1986" (hereinafter called Series F Bonds or Bonds of Series F), limited to the aggregate principal amount of \$12,500,000 (of which \$12,500,000 are outstanding at the date hereof);

WHEREAS the Company has determined, under and in accordance with the provisions of the Indenture as Heretofore Amended, to create a new series of Bonds to be designated as "First Mortgage 7½% Twenty-year Bonds, Series G, Due October 1, 1988" (hereinafter called Series G Bonds or Bonds of Series G), limited to the aggregate principal amount of \$7,000,000, the further terms and provisions of which are hereinafter set forth;

WHEREAS Article Eleven of the Indenture as Heretofore Amended provides, in substance and among other things, that the Company and the Trustees may, subject to certain conditions, enter into an indenture or indentures supplemental to the Indenture as Heretofore Amended which thereafter shall form a part of the Indenture as Heretofore Amended;

WHEREAS the Company desires by this Nineteenth Supplemental Indenture to amend, change and add to the provisions of the Indenture as Heretofore Amended as hereinafter set forth;

WHEREAS all acts and things prescribed by law and by the articles of incorporation and by-laws of the Company and by the Indenture as Heretofore Amended necessary to make this Nineteenth Supplemental Indenture a valid and legally binding instrument, for the purposes herein expressed, in accordance with its terms and the terms of the Indenture as Heretofore Amended, have been duly done and performed; and

WHEREAS the Trustees have full power and authority to execute this Nineteenth Supplemental Indenture and to accept and execute the trust herein imposed upon them;

NOW, THEREFORE, THIS NINETEENTH SUPPLEMENTAL INDENTURE WITNESSETH that for and in consideration of the premises and of the mutual covenants herein contained and of the acceptance or purchase of the Bonds by the holders thereof and of the sum of Ten Dollars, lawful money of the United States of America, to the Company duly paid by the Trustees at or before the sealing and delivery of this Nineteenth Supplemental Indenture, and for other valuable considerations, the receipt whereof is hereby acknowledged, the Company has executed and delivered this Nineteenth Supplemental Indenture.

AND IT IS HEREBY COVENANTED AND DECLARED that all the Bonds are to be authenticated and delivered, and the Trust Estate is to be held and applied by the Trustees, subject to the covenants, conditions and trusts set forth in the Indenture as Heretofore Amended, the terms and provisions of which are hereby incorporated herein by reference, and to the further covenants, conditions and trusts hereinafter set forth, and the Company for itself and its successors and assigns does hereby covenant and agree to and with the Trustees and their successor or successors in such trusts, for the benefit of all present and future holders of Bonds and coupons, or any of them, as follows:

ARTICLE ONE

AMENDMENTS TO THE INDENTURE AS HERETOFORE AMENDED

SECTION 1.01. Pursuant to authorization in the next to last paragraph of Section 11.01 of the Indenture as Heretofore Amended and the written consent of the holders

of at least 66 $\frac{2}{3}$ % in principal amount of all the outstanding Bonds of Series A, Series B, Series C and Series D and at least 66 $\frac{2}{3}$ % in principal amount of all the outstanding Bonds of each of Series E and Series F heretofore filed with the Corporate Trustee,

(i) subparagraph (a) of paragraph (5) of Section 4.05 of the Indenture as Heretofore Amended is amended to read as follows:

"(a) that the Consolidated Net Earnings for a period of 12 consecutive calendar months within the 15 calendar months immediately preceding the date of delivery to the Corporate Trustee of the Request in connection with which this Certificate is being furnished, plus all taxes paid, accrued and reserved in respect of income for such period which were deducted in determining Consolidated Net Earnings for such period and less charges for depreciation, amortization and depletion in an amount not less than the greater of (i) the amount thereof actually deducted on the books of the Company and its Subsidiaries and (ii) the amount thereof required to be charged under Section 7.18 hereof are not less than two and one-quarter times the Annual Interest Charges determined on a pro forma basis for the next succeeding twelve calendar months after the authentication and delivery of the Bonds, the authentication and delivery of which are being requested, and after giving effect to such Bonds."

(ii) Section 7.18 of the Indenture as Heretofore Amended and Section 6.10 of each of the Thirteenth and Fifteenth Supplemental Indentures is amended by substituting for the words "clause (iii) of subparagraph (a) of paragraph (5) of Section 4.05" therein the following: "clause (ii) of subparagraph (a) of paragraph (5) of Section 4.05".

SECTION 1.02. Pursuant to authorization in paragraph (3) of Section 11.01 of the Indenture, Section 13.01 of the Indenture is hereby amended by adding an additional paragraph (13) thereof to read as follows:

"(13) Default shall be made in the due observance or performance of any covenant, condition or agreement on the part of the Company contained in Sections 5.07 and 5.08 of the Nineteenth Supplemental Indenture, dated as of July 1, 1968, to the Indenture."

ARTICLE TWO

FORM, AMOUNT AND ISSUE OF SERIES G BONDS

SECTION 2.01. There shall be a series of Bonds designated as "First Mortgage 7 $\frac{1}{4}$ % Twenty-year Bonds, Series G, Due October 1, 1988."

The Bonds of Series G, the coupons appurtenant to coupon Bonds of such Series and the certificate of authentication of the Corporate Trustee thereon shall be substantially of the tenor and in the forms of the Bonds of Series A, the coupons appurtenant to coupon Bonds of Series A and the certificate of authentication of the Corporate Trustee set forth in the Indenture as Heretofore Amended, with appropriate insertions, omissions, substitutions and variations in the provisions with respect to, among other things, the descriptive title, the interest rate, redemption prices, sinking fund and dates of issue, maturity and interest payments in order to reflect the terms and provisions of the Bond of Series G provided for herein.

SECTION 2.02. The Bonds of Series G shall be limited to Seven Million Dollars (\$7,000,000) aggregate principal amount except as provided in Section 2.07 of the Indenture; shall be dated (except as otherwise provided in Section 2.05 of the Indenture in respect of registered Bonds without coupons and except as provided in Section 2.08 of

the Indenture and except that, in the case of the authentication of a registered Bond of Series G without coupons upon an original issue hereunder, such registered Bond shall be dated the date of authentication thereof) as of April 1, 1968; shall mature October 1, 1988; and shall bear interest, payable semi-annually on April 1 and October 1 in each year (except that the first such interest payment on any Bond of Series G shall be payable on the April 1 or October 1 next succeeding the date of such Bond), at the rate of $7\frac{1}{2}\%$ per annum until the principal thereof shall become due and payable, and (if and to the extent permitted by law) at the rate of 8% per annum on any overdue principal and any overdue instalment of interest. The Bonds of Series G shall be payable as to principal, premium, if any, and interest at the office or agency of the Company in the Borough of Manhattan, City and State of New York, in such coin or currency of the United States of America as at the time of payment shall be legal tender for public and private debts. The Bonds of Series G shall be redeemable in whole or in part as provided in Section 3.01 hereof, and shall be entitled to the benefits of, and shall be subject to redemption by operation of, the Series G Sinking Fund provided for in Article Four hereof. The Bonds of Series G shall be issuable as coupon Bonds with the privilege of registration as to principal and as registered Bonds without coupons in denominations of \$1,000 and such other denominations as may from time to time be approved by the Company (such approval to be conclusively evidenced by the execution thereof), the coupon Bonds and the registered Bonds without coupons and the several denominations of each being interchangeable in like aggregate principal amounts.

SECTION 2.03. Subject to the provisions of Section 4.01 of the Indenture as Heretofore Amended, Bonds of Series G may from time to time be executed by the Company and delivered to the Corporate Trustee and upon Request

shall, pursuant to Section 4.04 of the Indenture as Heretofore Amended, be authenticated by the Corporate Trustee and delivered from time to time as specified in such Request upon delivery to the Corporate Trustee of the documents specified in Sections 4.04 and 4.05 of the Indenture as Heretofore Amended.

ARTICLE THREE

REDEMPTION OF SERIES G BONDS

SECTION 3.01. The Bonds of Series G shall be redeemable before maturity, at the option of the Company (or mandatorily under certain circumstances as required by Section 7.14, Section 9.08 or Section 13.07 of the Indenture), as a whole at any time or in part from time to time (but only in a multiple of \$1,000), at their principal amount, together with interest accrued on such principal amount to the date designated for redemption, plus the following premiums (expressed in percentages of the principal amount to be redeemed):

If redeemed on or prior to October 1, 1969, 7.500%; and if redeemed during the one-year period ending October 1

Year	Percentage	Year	Percentage
1970	7.150%	1979	3.600%
1971	6.800%	1980	3.200%
1972	6.400%	1981	2.800%
1973	6.000%	1982	2.400%
1974	5.600%	1983	2.000%
1975	5.200%	1984	1.600%
1976	4.800%	1985	1.200%
1977	4.400%	1986	0.800%
1978	4.000%	1987	0.400%

and without premium if redeemed beginning October 2, 1987; provided, however, (i) that any redemption of Series

G Bonds pursuant to this Section 3.01 shall be in a principal amount not less than \$100,000, unless such redemption shall be made out of moneys being applied to redemption pursuant to Section 7.14, Section 9.08 or Section 13.07 of the Indenture and in that case shall be in a principal amount not less than \$10,000 and (ii) that no such redemption of Series G Bonds shall be made prior to October 1, 1978, directly or indirectly, as a part of, or in anticipation of, any refunding operation involving the incurring of Indebtedness by the Company, a Subsidiary or an Affiliate, which Indebtedness has an interest rate or an effective interest cost to the Company, a Subsidiary or an Affiliate (calculated in accordance with accepted financial practice) of less than 7½% per annum.

In the event of any redemption pursuant to this Section 3.01, the Company shall file with the Corporate Trustee an Officers' Certificate stating that such redemption complies with the requirements of this Section.

The Bonds of Series G shall also be redeemable before maturity in part (but only in a multiple of \$1,000), through the operation of the Sinking Fund for such Series created pursuant to Article Four hereof, at their principal amount (without premium) together with interest accrued on such principal amount to the date designated for redemption.

The provisions of Section 5.05 to Section 5.08, inclusive, of the Indenture shall apply to redemptions of Bonds of Series G.

ARTICLE FOUR

SINKING FUND FOR SERIES G BONDS

SECTION 4.01. (a) So long as any of the Bonds of Series G shall be Outstanding and as and for a Sinking Fund for the retirement thereof, the Company will pay to the Corporate Trustee on October 1, 1971, and semi-annu-

ally on each April 1 and October 1 thereafter, to and including April 1, 1988, in cash, the sum of \$175,000; *provided, however*, that the amount payable on each of the above Series G Sinking Fund payment dates shall be adjusted if and to the extent required by subparagraph (b) of this Section 4.01.

(b) Upon the filing in 1968 or in any year thereafter of each Certificate of the Company's Firm Gas Supply under subparagraph (c) of this Section 4.01 stating that the Date of Exhaustion of the Company's Firm Gas Supply (as hereinafter in subparagraph (c) defined) is earlier than October 1, 1988, the Sinking Fund payments specified in subparagraph (a) of this Section 4.01 shall be revised to the extent required so that the Series G Sinking Fund payments for the next succeeding Series G Sinking Fund payment date and each Series G Sinking Fund payment date thereafter up to and including the Date of Exhaustion of the Company's Firm Gas Supply shall be an amount equal, to the nearest \$1,000, to the amount determined by dividing the aggregate principal amount of all Bonds of Series G Outstanding on the date of the filing of such Certificate by the number of Series G Sinking Fund payment dates from the date of filing of such Certificate up to and including the Series G Sinking Fund payment date on or immediately preceding the Date of Exhaustion of the Company's Firm Gas Supply; *provided, however*, except as hereafter in this subparagraph (b) provided, that no such Series G Sinking Fund payment shall in any event be decreased below the amount thereof set forth in subparagraph (a) of this Section 4.01, and *provided, further*, that no such revision of Series G Sinking Fund payments shall be made pursuant to this subparagraph (b) unless the Date of Exhaustion of the Company's Firm Gas Supply shall be earlier than October 1, 1988. If the Certificate of the Company's Firm Gas Supply filed in any year

after any revision pursuant to this subparagraph (b) shall have been made in the schedule of the Series G Sinking Fund payments shall show that the Date of Exhaustion of the Company's Firm Gas Supply is not earlier than October 1, 1988, the remaining Series G Sinking Fund payments pursuant to this Section 4.01 shall be those specified in subparagraph (a) of this Section 4.01, except that each such remaining Series G Sinking Fund payment and the unamortized principal amount of the Bonds of Series G which would have been payable at October 1, 1988, if there had been no revision of Series G Sinking Fund payments pursuant to this subparagraph (b), shall in each case be reduced by its pro rata portion of an amount equal to the excess of (x) the total of the amounts theretofore paid by the Company in accordance with subparagraphs (a) and (b), as the case may be, of this Section 4.01 on all of the Series G Sinking Fund payment dates preceding the filing of the Certificate of the Company's Firm Gas Supply referred to in this sentence over (y) the total of the Series G Sinking Fund payments specified in subparagraph (a) of this Section 4.01 up to and including the last Series G Sinking Fund payment date included in (x) above.

The term "Date of Exhaustion of the Company's Firm Gas Supply", as used in this subparagraph (b), is defined in subparagraph (c) of this Section 4.01.

(c) The Company covenants that, so long as any Series G Bonds are Outstanding, it will file with the Corporate Trustee on or before August 15 in each year, commencing with the year 1968, a Certificate of the Company's Firm Gas Supply stating that, in the opinion of the signer or signers of such Certificate, the Date of Exhaustion of the Company's Firm Gas Supply will be a date not earlier than October 1, 1988, or will be a specified date earlier than such

date. Each such Certificate shall be a Certificate of an Engineer, *provided, however*, that upon the request of the holders of at least 66⅔% of the aggregate principal amount of Series G Bonds then Outstanding any such Certificate specified in such request shall be a Certificate of an Independent Engineer.

The term "Date of Exhaustion of the Company's Firm Gas Supply", as used herein, shall be determined as hereinafter provided. The Company's Sales and Use of Gas, as hereinafter defined, during the 12-month period ending on the March 31 preceding the August 15 for which the Certificate of the Company's Firm Gas Supply is filed shall first be determined. The Date of Exhaustion of the Company's Firm Gas Supply, as hereinafter defined, shall then be determined as the date on which, in the opinion of the signer or signers of such Certificate, the Company's Firm Gas Supply would be exhausted, on the assumption that the volume of gas in such Firm Gas Supply were withdrawn after the date of determination thereof at the annual rate of use equal to the Company's Sales and Use of Gas during the 12-month period ending on the March 31 preceding the filing of such Certificate; or if, at the time of filing such Certificate to the knowledge of the Company, the date of exhaustion of the gas supply of El Paso, as hereinafter defined (whether firm or available gas supply), as shown in the most recent certificate in respect thereof theretofore filed with the trustee under any indenture of El Paso, shall be earlier than the Date of Exhaustion of the Company's Firm Gas Supply determined as above provided, such earlier date of exhaustion of the gas supply of El Paso shall be set forth in such certificate and shall be the "Date of Exhaustion of the Company's Firm Gas Supply" until a subsequent determination thereof, anything herein to the contrary notwithstanding. The date at which the Company's Firm Gas Supply shall be determined shall be a date not

earlier than the April 1 next preceding the August 15 for which such Certificate is filed.

The term "El Paso" shall mean El Paso Natural Gas Company unless and until properties owned by Pacific Northwest Pipeline Corporation prior to its merger into El Paso on December 31, 1959, together with subsequent additions to such properties, shall be transferred, to the extent required by and in accordance with the terms and conditions of court divestiture proceedings, by spin-off, liquidation, sale or other disposition to another corporation which shall enter into contracts to supply to the Company natural gas upon terms and conditions substantially similar to the Service Contracts with El Paso pledged under the Indenture in which event, the term "El Paso" shall mean such other corporation.

The term "Company's Sales and Use of Gas" for any period shall mean the total volume of gas sold or used by the Company during such period, including gas unaccounted for, but excluding (i) gas owned by, and transported for the account of, others, (ii) gas sold during such period constituting an amount which any Supplier, as hereinafter defined, has made available to the Company in excess of the specified amount covered by the Company's unconditional contract right to purchase from such Supplier and (iii) gas sold on an interruptible basis.

The term "Company's Firm Gas Supply" for any year shall mean the total volume of Available Gas Supply, as hereinafter defined, located in any one or more of the States of the United States of America, or in any tideland or offshore area adjacent to any such State over which the Government of such State or the Government of the United States of America asserts jurisdiction, or in Canada, which the Company has a right to produce or has an unconditional contract right to purchase pursuant to Service Contracts pledged under the Indenture and which is so located as to be

economically deliverable to the Company, *provided, however*, that the signer or signers of any Certificate of the Company's Firm Gas Supply may assume that gas supplies to be purchased from pipeline companies or producers under Federal Power Commission jurisdiction will continue to be available to the extent contracted for subsequent to the expiration of the contracts related thereto if provision for such continued availability of such gas supplies is made under any applicable provisions of the Natural Gas Act or rules or regulations of the Federal Power Commission then in effect.

The term "Available Gas Supply" of any person for any year shall mean the minimum volume of natural gas which, by reason of the existence of proven natural gas reserves (including gas in solution or in a common reservoir with oil or distillate and to be produced with such oil or distillate in the form of casinghead gas) and the location of such reserves in relation to the pipelines of such person, and after giving due consideration to the dedication of any portion of such reserves to others than such person and to the effect of any applicable proration laws, regulations or orders, to withdrawals (for such person and others) from such reserves which may reasonably be expected, to the availability of transportation facilities and to all other pertinent factors relative to such reserves, including, without limitation, geological factors and other factors affecting deliverability, such person can, in the opinion of the signer or signers of any certificate required to be filed pursuant to an indenture relating to indebtedness of such person, reasonably expect to produce, or to purchase at economically practicable prices (whether or not such person then has a contract right to purchase such gas) and have delivered to it, and to transport to its markets to meet requirements in the future for sale to its customers.

The term "Supplier" shall mean and include (i) any pipeline company which supplies gas to the Company and either (x) is under the jurisdiction of the Federal Power Commission, or (y) obtains the gas which it supplies to the Company primarily from a pipeline company which is under such jurisdiction, (ii) any pipeline company which is under such jurisdiction and from which any pipeline company supplying gas to the Company obtains all or any portion of the gas it so supplies to the Company and (iii) any producer of gas which supplies gas to the Company and is under the jurisdiction of the Federal Power Commission.

The signer or signers of any Certificate of the Company's Firm Gas Supply may rely, to such extent as he or they may deem appropriate in all the circumstances and provided he or they shall not have knowledge of any facts or circumstances which would render such reliance inappropriate or unfounded, on information obtained from the books and records of El Paso or of any other Supplier, upon statements made by officers of, or by engineers retained or employed by El Paso or any such other Supplier and upon any certificate filed by or on behalf of El Paso or any such other Supplier with an institutional trustee in satisfaction of a requirement of an indenture relating to indebtedness of El Paso or any such other Supplier (which shall be the latest maturing indebtedness and which shall mature not earlier than 1989), provided that such certificate shows the date of exhaustion of the firm or available gas supply of El Paso or such other Supplier (or shows that such date is not earlier than October 1, 1988). If any such Certificate filed by or on behalf of El Paso or any such other Supplier shows that the date of exhaustion of the firm or available gas supply of El Paso or such other Supplier is not earlier than the latest date on which any indebtedness of El Paso or any such other Supplier to which such indenture require-

ment relates will become due, the signer or signers of any Certificate of the Company's Firm Gas Supply may assume, provided he or they shall not have knowledge of any facts or circumstances which would render such assumption inappropriate or unfounded, that the date of exhaustion of the firm or available gas supply of El Paso or any such other Supplier will not be earlier than October 1, 1988.

SECTION 4.02. All moneys paid to the Corporate Trustee on any April 1 or October 1 for the Series G Sinking Fund pursuant to this Article Four shall be applied by the Corporate Trustee to the redemption of Bonds of Series G on such April 1 or October 1, at the principal amount thereof (without premium), together with accrued interest thereon to the date fixed for such redemption, in the manner and with the effect provided in Article Five of the Indenture.

SECTION 4.03. On or prior to the date fixed for redemption of Bonds of Series G through the Sinking Fund therefor, the Company shall pay to the Corporate Trustee (in addition to the payments provided for in this Article Four) an amount sufficient to pay accrued interest to the date fixed for redemption on the Bonds so called for redemption.

SECTION 4.04. On or before February 20 and August 20 in each year in which any payment is to be made to the Corporate Trustee pursuant to any provision of this Article Four, the Company shall deliver to the Corporate Trustee an Officers' Certificate setting forth the Sinking Fund principal amount required by Section 4.01 to be paid on the next succeeding April 1 or October 1 with respect to the Series G Sinking Fund (including a statement of such facts as shall show compliance with said Section). Forthwith there-

after the Corporate Trustee shall proceed to select for redemption in the manner provided in Article Five of the Indenture, a principal amount of Series G Bonds sufficient to exhaust, as near as may be, the money to be available therefor in the Series G Sinking Fund on the next ensuing April 1 or October 1, and, for and on behalf of the Company, shall give notice in the name of the Company and in the manner and with the effect provided in Article Five of the Indenture of the redemption for the Series G Sinking Fund of the Bonds of Series G so selected.

ARTICLE FIVE

PARTICULAR COVENANTS OF THE COMPANY

SECTION 5.01. So long as any Bonds of Series G shall be Outstanding, in computing Current Indebtedness as defined in the Indenture as Heretofore Amended, the fixed sinking fund payments to be included therein in the case of Bonds of Series G shall be assumed to be the amount that would be required to be paid pursuant to subparagraph (b) of Section 4.01 hereof on the April 1 and October 1 next succeeding the date of determination of Current Indebtedness if such amount were required to be computed pursuant to said subparagraph on the date for which the latest Certificate of the Company's Firm Gas Supply shall have been furnished preceding the date as of which Current Indebtedness is being determined and on the basis of the facts as they existed on such date for which such Certificate shall have been furnished.

SECTION 5.02. So long as any Bonds of Series G shall be Outstanding, any certificate of an Independent Engineer filed by the Company with the Corporate Trustee shall be a certificate signed by an engineer, appraiser or other expert complying with the requirements of the definition of "Independent Engineer" in the Indenture as Heretofore

Amended except that an Independent Engineer described in subdivision (b) of said definition shall be approved in writing filed with the Trustees by the holders of not less than 66⅔% in aggregate principal amount of the Bonds of Series G then Outstanding in addition to the holders of Bonds whose approval is otherwise required.

SECTION 5.03. So long as any Bonds of Series G shall be Outstanding as provided in the definition of "Outstanding" in the Indenture as Heretofore Amended, solely for the purpose of determining whether the holders of the requisite principal amount of Bonds have concurred in any demand, request, authorization, direction, notice, consent, waiver, vote, or other action or instrument under or in respect of the Indenture or any part of the Trust Estate, including any agreement referred to in the Indenture, Bonds which are owned by the Company or any Affiliate thereof shall (except in cases where it is expressly provided that such action or instrument is required to be taken or made by the holders of all Outstanding Bonds, or all Outstanding Bonds of any series affected or by the holders of all Bonds affected) be disregarded and deemed not to be Outstanding. For the purpose of determining whether the Trustees shall be protected in relying on any such demand, request, authorization, direction, notice, consent, waiver, vote or other action or instrument, only Bonds which the Trustees know to be so owned shall be so disregarded. Bonds so owned which shall have been pledged in good faith may be regarded as Outstanding for the purpose aforesaid if the pledgee shall establish to the satisfaction of the Trustees the pledgee's right to vote such Bonds and that the pledgee is not one of the aforementioned persons. In case of a dispute as to such right, any decision by the Trustees taken upon the advice of counsel shall be full protection to them.

SECTION 5.04. So long as any Bonds of Series G shall be Outstanding, the term "Sinking Fund" as defined in the definition thereof in the Indenture as Heretofore Amended shall mean, in addition to the Sinking Funds referred to in said definition, the Sinking Fund created pursuant to Article Four hereof in respect of the Bonds of Series G, and the term "Series G Sinking Fund" shall mean such Sinking Fund created for Bonds of such Series.

SECTION 5.05. So long as any Bonds of Series G shall be Outstanding and except to the extent that any of the following restrictions shall be waived by the holders of all Bonds of Series G then Outstanding, (i) the Eugene-Springfield Bonds shall mature by their terms on April 1, 1976, shall be entitled to the benefits of a sinking fund as required by Section 2.01 of the Indenture and shall otherwise comply with the requirements of said Section and (ii) no Bonds of any series, other than the Bonds of Series A, the Eugene-Springfield Bonds, the Bonds of Series B, the Bonds of Series C, the Bonds of Series D, the Bonds of Series E, the Bonds of Series F and the Bonds of Series G shall mature by their terms before October 1, 1989 (except in the case of serial maturities as hereinafter provided), or shall be entitled to the benefit of any sinking fund or have serial maturities which may together permit or require (disregarding any redemptions or retirements of such Bonds otherwise than through the operation of such sinking fund or of such serial maturities) the retirement of all of such Bonds prior to October 1, 1989, or the retirement of such Bonds more rapidly than on a pro rata basis with the Outstanding Series A Bonds, Outstanding Eugene-Springfield Bonds, Outstanding Series B Bonds, Outstanding Series C Bonds, Outstanding Series D Bonds, Outstanding Series E Bonds, Outstanding Series F Bonds and Outstanding Series

G Bonds during the period beginning with the date of issue of the first Bonds of such series and ending with April 1, 1976 in the case of Series A Bonds, April 1, 1978 in the case of Series B Bonds, October 1, 1978 in the case of Series C Bonds, April 1, 1982 in the case of Series D Bonds, April 1, 1984 in the case of Series E Bonds, April 1, 1986 in the case of Series F Bonds and October 1, 1988 in the case of Series G Bonds.

SECTION 5.06. The Bonds of Series G may be transferred or exchanged as provided in the Indenture, and the Company will exchange or transfer any Bond of Series G owned by the party to whom such Bond was issued upon the original issuance of Bonds of such Series during the period of five business days next preceding any interest payment date for Bonds of Series G and during the period of 10 business days next preceding the first publication or mailing of any notice of redemption of Bonds of Series G.

SECTION 5.07. So long as any of the Bonds of Series G shall be Outstanding, the Company will promptly pay all rentals, delay rentals and royalties and other indebtedness accruing under its leases, gas rights under leases and all other leases and contracts for oil and gas or drilling or production rights at any time owned by the Company, and will do all other things necessary to keep unimpaired the Company's rights thereunder, and to prevent the forfeiture thereof and will make all payments due, and will comply with all other terms, conditions and provisions on its part to be observed or performed, under the Service, Gas Sales and Construction Contracts, and except as permitted by Section 9.14 of the Indenture, the Company will not amend, supplement, terminate or cancel, and will take all action requisite on its part to prevent any amendment, sup-

plement, termination (other than a termination in accordance with the terms thereof not resulting from any action or failure to act on the part of the Company), cancellation (or the accrual of any right thereto) or forfeiture or expiration of, any thereof, including any rights thereunder.

SECTION 5.08. So long as any Bonds of Series G shall be Outstanding, the Company will not declare any dividends (other than dividends payable in shares of capital stock of the Company) on, or make any distribution (by reduction of capital or otherwise) in respect of, any shares of any class of its capital stock or apply any of its property or assets to, or set aside any sum for, the payment, purchase, redemption or other acquisition or retirement of (otherwise than in exchange for or from the proceeds of the substantially simultaneous sale of other shares of capital stock of the Company), or permit any Subsidiary to purchase, any shares of any class of capital stock of the Company (or any interest therein), if, after giving effect to such action,

(1) the sum of the principal amount of Funded Indebtedness of the Company then outstanding and the principal amount of then outstanding Current Indebtedness of the Company incurred as a result of borrowing exceeds 75% of the Total Capitalization of the Company; or

(2) the sum of

(a) the aggregate amount declared as dividends (other than dividends paid or payable in shares of capital stock of the Company) on all shares of capital stock of all classes of the Company or distributed in respect of such shares of capital stock subsequent to December 31, 1967;

(b) the excess, if any, of the aggregate amount applied or set aside after December 31, 1967 to or for the payment, purchase, redemption or other acquisition or retirement of shares of capital stock of all classes of the Company over the aggregate of the net cash proceeds, after all expenses, of the sales or other disposition of shares of capital stock of all classes of the Company subsequent to December 31, 1967;

(c) the greater of (i) the charges for depreciation, amortization and depletion in the amount thereof actually deducted on the books of the Company and its Subsidiaries or the amount thereof required to be charged under Section 7.18 of the Indenture, whichever is larger, all subsequent to December 31, 1967 or (ii) the aggregate principal amount of the Funded Indebtedness required to have been retired subsequent to December 31, 1967 and on and prior to the date as of which the computation in this subparagraph (2) is made under the provisions of any sinking fund, purchase fund or analogous fund relating to such Funded Indebtedness and of the requirements for the payment of principal for such period subsequent to December 31, 1967, of any Funded Indebtedness maturing serially; and

(d) all interest (other than interest during construction which has been charged and was properly chargeable to property accounts in accordance with generally accepted accounting principles) accrued by the Company and its Subsidiaries subsequent to December 31, 1967 (after eliminating all

offsetting debits and credits with respect thereto between the Company and its Subsidiaries),

exceeds the Consolidated Net Income accrued subsequent to December 31, 1967 plus \$1,000,000.

Notwithstanding the foregoing, the Company may declare and pay any dividends on its Preferred Stock or make any other distribution in respect of such Stock or purchase, redeem, acquire or retire the same at any time provided that all such dividends, distributions, purchases, redemptions, acquisitions or retirements shall be included in the computations provided in subparagraph (2) above.

The Company will not pay any dividend which it has not declared and will not declare any dividend which is payable more than 60 days after the date of declaration thereof.

SECTION 5.09. So long as any Bonds of Series G shall be Outstanding, no waiver of any provision of Article Seven of the Indenture pursuant to Section 7.15 of the Indenture shall be valid or effective unless it is given by the holders of 66⅔% of the Bonds of Series G at the time Outstanding in addition to the holders of Bonds whose waiver is otherwise required. Any provision of this Article Five, except Section 5.07 hereof, may be waived on behalf of the holders of all Bonds of Series G then Outstanding or held in the treasury of the Company, by the written consent of the holders of not less than 66⅔% in principal amount of the Bonds of Series G at the time Outstanding, and any act or thing which the Company may do or omit to do in accordance with such consent shall not be deemed to constitute a violation of or a Default under the Indenture, including this Supplemental Indenture. Any written consent given pur-

suant to this Section 5.09 shall be binding upon all the holders of Bonds of Series G then or at any time thereafter Outstanding or held in the treasury of the Company.

SECTION 5.10. So long as any Bonds of Series G shall be Outstanding, in computing the amount of depreciation to be charged by the Company for purposes of clause (ii) of subparagraph (a) of paragraph (5) of Section 4.05 of the Indenture and subparagraph (c) of paragraph (2) of Section 7.13 of the Indenture and subparagraph (c) of paragraph (2) of Section 5.08 hereof, the charges for depreciation made by the Company for each calendar month beginning with the calendar month next succeeding the Completion Date or the date of completion of the Eugene-Springfield Project, as the case may be, will be not less than one-twelfth of the sum of (a) an amount equal to 3% of the gross book value of the depreciable transmission and distribution property of the Company and its Subsidiaries plus (b) an amount equal to 10% of the gross book value of the other depreciable property of the Company and its Subsidiaries at the end of the month next preceding the month for which such computation is made; *provided, however*, that in making such computation there shall be deducted from the gross book value of the Company's depreciable property proper allowances, determined in accordance with generally acceptable accounting principles, for estimated net salvage value and for fully depreciated property. In determining depreciable transmission and distribution property the rules and regulations of any regulatory authority having jurisdiction shall be followed or in the event that no such rules or regulations are applicable, depreciable transmission and distribution property shall be determined by certified or chartered public accountants satisfactory to the Corporate Trustee.

SECTION 5.11. So long as any Bonds of Series G shall be Outstanding, the written consent of holders of Bonds referred to in Section 9.15 of the Indenture shall not be valid or effective to authorize the Company to exercise the powers conferred upon it in Article Nine of the Indenture even though it is then in Default, unless such consent is given by the holders of 66⅔% in principal amount of the Bonds of Series G then Outstanding in addition to the holders of Bonds whose consent is otherwise required.

SECTION 5.12. The holders of not less than 66⅔% in principal amount of all Bonds of Series G at the time Outstanding shall have the right at any time to direct and require the Company and the Trustees to enter into one or more indentures supplemental to the Indenture in order to effectuate the purpose specified in subparagraph (6) of Section 11.01 of the Indenture. Upon the written request of the holders of the requisite percentage of Bonds of Series G as aforesaid, the Company and the Trustees shall with all reasonable expedition execute such a supplemental indenture or indentures. If a Trustee shall not be willing to execute a supplemental indenture as requested, he or it shall, within 20 days after receipt of such request, resign as a Trustee hereunder.

SECTION 5.13. So long as any Bonds of Series G shall be Outstanding, no waiver of a past Default and its consequences pursuant to Section 13.12 of the Indenture shall be valid or effective unless such waiver is given by the holders of 66⅔% in principal amount of the Bonds of Series G then Outstanding in addition to the holders of Bonds whose waiver is otherwise required.

ARTICLE SIX

SECTION 6.01. This Nineteenth Supplemental Indenture is supplemental to the Indenture as Heretofore Amended and, pursuant to Article Eleven of the Indenture as Heretofore Amended, does and shall be deemed to form a part of, and shall be construed in connection with and as part of, the Indenture for any and all purposes, including discharge of the Indenture as provided in Article Fifteen of the Indenture. Whenever the terms defined in Article One of the Indenture as Heretofore Amended are used in this Nineteenth Supplemental Indenture, such terms shall, unless otherwise defined herein, or unless the context shall otherwise require, have the respective meanings specified in the Indenture as Heretofore Amended.

ARTICLE SEVEN

SECTION 7.01. The Trustees severally for themselves and their respective successors hereby accept the trust created by this Nineteenth Supplemental Indenture upon the terms and conditions set forth in the Indenture.

SECTION 7.02. The Trustees shall not be responsible in any manner whatsoever for the correctness of the recitals herein, all of which are made by the Company solely.

ARTICLE EIGHT

SECTION 8.01. Although this Nineteenth Supplemental Indenture, for convenience and for the purpose of reference, is dated as of July 1, 1968, the actual date of exe-

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cution by the Company and by the Trustees is as shown by their respective acknowledgments hereto annexed.

SECTION 8.02. In case any one or more of the provisions contained in this Nineteenth Supplemental Indenture should be invalid, illegal or unenforceable, in any respect, the validity, legality and enforceability of the remaining provisions herein shall not in any way be affected or impaired thereby.

SECTION 8.03. This Nineteenth Supplemental Indenture may be executed in any number of counterparts, each of which shall be an original, but such counterparts shall together constitute but one and the same instrument.

SECTION 8.04. By execution hereof, the Company acknowledges receipt of a full, true and complete copy of this Nineteenth Supplemental Indenture.

IN WITNESS WHEREOF, CASCADE NATURAL GAS CORPORATION has caused this Nineteenth Supplemental Indenture to be signed and acknowledged by its Chairman of the Board or its President or one of its Vice Presidents and its corporate seal to be hereto affixed and the same to be attested by its Secretary or one of its Assistant Secretaries; and THE CHASE MANHATTAN BANK (National Association), as Corporate Trustee under the Indenture, has caused this Nineteenth Supplemental Indenture to be signed and acknowledged by one of its Vice Presidents or Second Vice Presidents, and its corporate seal to be hereto affixed, and the same to be attested by one of its Assistant Secretaries or Assistant Treasurers; and J. A. PAYNE, as Indi-

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vidual Trustee under the Indenture, has duly executed and acknowledged this Nineteenth Supplemental Indenture.

CASCADE NATURAL GAS CORPORATION,

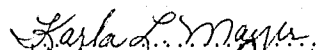

by 

[CORPORATE SEAL]

Attest:


SECRETARY

In the presence of:

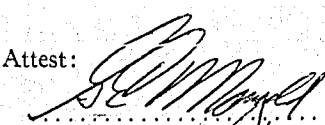
THE CHASE MANHATTAN BANK
(National Association),
Corporate Trustee

by 

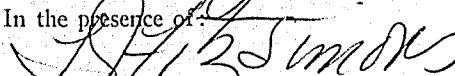
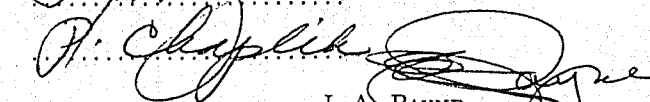
Vice President

[CORPORATE SEAL]

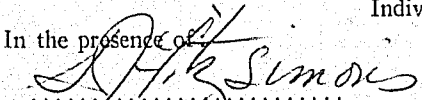
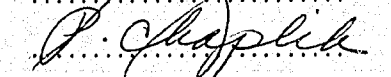
Attest:


ASSISTANT SECRETARY

In the presence of:



J. A. PAYNE
Individual Trustee

In the presence of:

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STATE OF WASHINGTON, } ss.:
COUNTY OF KING,

On this 24th day of June, 1968, before me personally appeared *A.R. Mitchell*, to me known to be the Vice President-Finance of CASCADE NATURAL GAS CORPORATION, one of the corporations that executed the within and foregoing instrument, and acknowledged said instrument to be the free and voluntary act and deed of said corporation, for the uses and purposes therein mentioned, and on oath stated that he was authorized to execute said instrument and that the seal affixed is the corporate seal of said corporation.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and year first above written.

[NOTARIAL SEAL]

Joyce M. McCleary
Joyce M. McCleary...

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STATE OF NEW YORK, } ss.:
COUNTY OF NEW YORK,

On this 21st day of June, 1968, before me personally appeared *C. F. Ruge*, to me known to be a Vice President of THE CHASE MANHATTAN BANK (National Association), one of the corporations that executed the within and foregoing instrument, and acknowledged said instrument to be the free and voluntary act and deed of said corporation, for the uses and purposes therein mentioned, and on oath stated that he was authorized to execute said instrument and that the seal affixed is the corporate seal of said corporation.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and year first above written.

[NOTARIAL SEAL]

Joan M. Conner
JOAN M. CONNER
Notary Public, State of New York
No. 21-000000
Qualified in Kings County
Certificate filed with New York Co. Clerk
Commission Expires March 30, 1970

STATE OF NEW YORK, } ss.:
COUNTY OF NEW YORK,

On this day personally appeared before me J. A. PAYNE, to me known to be the individual described in and who executed the within and foregoing instrument, and acknowledged that he signed the same as his free and voluntary act and deed, for the uses and purposes therein mentioned.

GIVEN under my hand and official seal this 21st day of June, 1968.

[NOTARIAL SEAL]

Joan M. Conner
JOAN M. CONNER
Notary Public, State of New York
No. 21-000000
Qualified in Kings County
Certificate filed with New York Co. Clerk
Commission Expires March 30, 1970

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STATE OF NEW YORK,
COUNTY OF NEW YORK, } ss.:

On this 21st day of June, in the year 1968, before me, JOAN M. COSENZA, a Notary Public in and for the State of New York, personally appeared J. A. PAYNE, known to me to be the person whose name is subscribed to the within instrument, and acknowledged to me that he executed the same.

GIVEN under my hand and official seal the day and year first above written.

[NOTARIAL SEAL]

Joan M. Cosenza
JOAN M. COSENZA
Notary Public, State of New York
No. 24-100-03
Qualified in New York City
Certificate Filed with New York Co. Clerk
Commission Expires March 30, 1970

STATE OF NEW YORK,
COUNTY OF NEW YORK, } ss.:

On this 21st day of June, in the year 1968, before me, JOAN M. COSENZA, a Notary Public in and for the State of New York, personally appeared G. F. RUGA, known to me to be a Vice President of THE CHASE MANHATTAN BANK (National Association), one of the corporations that executed the foregoing instrument, and the person who executed said instrument on behalf of said corporation, and acknowledged to me that such corporation executed the same.

GIVEN under my hand and official seal the day and year first above written.

[NOTARIAL SEAL]

Joan M. Cosenza
JOAN M. COSENZA
Notary Public, State of New York
No. 24-100-03
Qualified in New York City
Certificate Filed with New York Co. Clerk
Commission Expires March 30, 1970

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33

STATE OF WASHINGTON, } ss.:
COUNTY OF KING,

On this 24th day of June, in the year 1968, before me, Joyce McCleary, a Notary Public in and for the State of Washington, personally appeared A.R. Mitchell, known to me to be Vice President-Finance of CASCADE NATURAL GAS CORPORATION, one of the corporations that executed the foregoing instrument, and the person who executed said instrument on behalf of said corporation, and acknowledged to me that such corporation executed the same.

GIVEN under my hand and official seal the day and year first above written.

[NOTARIAL SEAL]

Joyce McCleary
Joyce McCleary

STATE OF NEW YORK,
COUNTY OF NEW YORK, } ss.:

JUN 21 — A. D. 1968

Personally appeared the above-named J. A. PAYNE and acknowledged the foregoing instrument to be his voluntary act and deed. Before me.

[NOTARIAL SEAL]

Joan M. Cosenza
JOAN M. COSENZA
Notary Public, State of New York
No. 24-100-03
Qualified in New York City
Certificate Filed with New York Co. Clerk
Commission Expires March 30, 1970

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STATE OF NEW YORK, }
COUNTY OF NEW YORK, } ss.:

JUN 21—A.D. 1968

Personally appeared C. F. Ruge, who, being duly sworn, did say that he is Vice President of THE CHASE MANHATTAN BANK (National Association) and that the seal affixed to the foregoing instrument is the corporate seal of said corporation and that said instrument was signed and sealed in behalf of said corporation by authority of its Board of Directors; and he acknowledged said instrument to be its voluntary act and deed. Before me.

[NOTARIAL SEAL]

Joan M. Conroy
JOAN M. CONROY
Notary Public, State of New York
Qualified in New York City
Certificate Filed with New York State Clerk
Commission Expires March 22, 1970

STATE OF WASHINGTON, }
COUNTY OF KING, } ss.:

—A. D. 1968

Personally appeared JOHN C. T. CONTE, JR., who, being duly sworn, did say that he is SECRETARY of CASCADE NATURAL GAS CORPORATION and that the seal affixed to the foregoing instrument is the corporate seal of said corporation and that said instrument was signed and sealed in behalf of said corporation by authority of its Board of Directors; and he acknowledged said instrument to be its voluntary act and deed. Before me.

[NOTARIAL SEAL]

Joyce McCleary
Joyce McCleary

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STATE OF WASHINGTON, }
COUNTY OF KING, } ss.:

On this 24TH day of June, 1968, before me appeared A. R. Mitchell, to me personally known, who, being duly sworn, deposes and says that he is Vice President-Finance of CASCADE NATURAL GAS CORPORATION, a Washington corporation, and that the foregoing Nineteenth Supplemental Indenture dated as of July 1, 1968, amending and supplementing the First Mortgage and Deed of Trust dated as of April 1, 1956, as heretofore amended and supplemented, between Cascade Natural Gas Corporation and The Chase Manhattan Bank (now The Chase Manhattan Bank (National Association)) and Fred F. Voorhees (now J. A. Payne), as Trustees, has been made in good faith and without design to hinder, delay or defraud creditors.

A. R. Mitchell
SUBSCRIBED AND SWORN to before me this 24TH day of June, 1968.

[NOTARIAL SEAL]

Joyce McCleary
Joyce McCleary

STATE OF OREGON, }
County of Klamath } ss

Filed for record at request of

Cascade Natural Gas Corp.

on this 25 day of June A. D. 1968

at 10125 C/O. C. B. and only

recorded in Vol. 11-68 of Mortgage

Page 5645

DOROTHY ROGERS, Count, Clerk

Dorothy Rogers

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