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COUNTERPART 2
Vol. 148 Page - 7083

CASCADE NATURAL GAS CORPORATION
TO
CHASE MANHATTAN BANK (NATIONAL ASSOCIATION)
AND
J. A. PAYNE
As Trustees

FORTY-THIRD SUPPLEMENTAL INDENTURE

Dated as of April 1, 1986

TO
FIRST MORTGAGE AND DEED OF TRUST
Dated as of April 1, 1956

Supplementing 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, the Eighteenth Supplemental Indenture dated as of April 15, 1968, the Nineteenth Supplemental Indenture dated as of July 1, 1968, the Twentieth Supplemental Indenture dated as of April 21, 1969, the Twenty-First Supplemental Indenture dated as of June 16, 1969, the Twenty-Second Supplemental Indenture dated as of March 15, 1970, the Twenty-Third Supplemental Indenture dated as of January 1, 1971, the Twenty-Fourth Supplemental Indenture dated as of January 1, 1972, the Twenty-Fifth Supplemental Indenture dated as of April 15, 1973, the Twenty-Sixth Supplemental Indenture dated as of June 1, 1973, the Twenty-Seventh Supplemental Indenture dated as of March 1, 1974, the Twenty-Eighth Supplemental Indenture dated as of January 1, 1975, the Twenty-Ninth Supplemental Indenture dated as of August 1, 1975,

85 Cascade Natural Gas Corp.
222 Fairview Ave, North
Seattle, Washington 98109

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the Thirtieth Supplemental Indenture dated as of January 1, 1976, the Thirty-First Supplemental Indenture dated as of March 1, 1977, the Thirty-Second Supplemental Indenture dated as of June 15, 1977, the Thirty-Third Supplemental Indenture dated as of April 1, 1978, the Thirty-Fourth Supplemental Indenture dated as of April 1, 1979, the Thirty-Fifth Supplemental Indenture dated as of April 1, 1980, the Thirty-Sixth Supplemental Indenture dated as of August 15, 1980, the Thirty-Seventh Supplemental Indenture dated as of April 1, 1981, the Thirty-Eighth Supplemental Indenture dated as of April 1, 1982, the Thirty-Ninth Supplemental Indenture dated as of October 1, 1982, the Forty-First Supplemental Indenture dated as of April 1, 1983, the Forty-Second Supplemental Indenture dated as of April 1, 1984, and the Forty-Third Supplemental Indenture dated as of April 1, 1985), 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, and Subjecting Certain Property to the Lien of Said First Mortgage and Deed of Trust.

FORTY-THIRD SUPPLEMENTAL INDENTURE, dated as of April 1, 1986, 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, the Eighteenth Supplemental Indenture dated as of April 15, 1968, the Nineteenth Supplemental Indenture dated as of July 1, 1968, the Twentieth Supplemental Indenture dated as of April 21, 1969, the Twenty-First Supplemental Indenture dated as of June 16, 1969, the Twenty-Second Supplemental

Indenture dated as of March 15, 1970, the Twenty-Third Supplemental Indenture dated as of January 1, 1971, the Twenty-Fourth Supplemental Indenture dated as of January 1, 1972, the Twenty-Fifth Supplemental Indenture dated as of April 15, 1973, the Twenty-Sixth Supplemental Indenture dated as of June 1, 1973, the Twenty-Seventh Supplemental Indenture dated as of March 1, 1974, the Twenty-Eighth Supplemental Indenture dated as of January 1, 1975, the Twenty-Ninth Supplemental Indenture dated as of August 1, 1975, the Thirtieth Supplemental Indenture dated as of January 1, 1976, the Thirty-First Supplemental Indenture dated as of March 1, 1977, the Thirty-Second Supplemental Indenture dated as of June 15, 1977, the Thirty-Third Supplemental Indenture dated as of April 1, 1978, the Thirty-Fourth Supplemental Indenture dated as of April 1, 1979, the Thirty-Fifth Supplemental Indenture dated as of April 1, 1980, the Thirty-Sixth Supplemental Indenture dated as of August 15, 1980, the Thirty-Seventh Supplemental Indenture dated as of April 1, 1981, the Thirty-Eighth Supplemental Indenture dated as of April 1, 1982, the Thirty-Ninth Supplemental Indenture dated as of October 1, 1982, the Fortieth Supplemental Indenture dated as of April 1, 1983, the Forty-First Supplemental Indenture dated as of April 1, 1984, and the Forty-Second Supplemental Indenture dated as of April 1, 1985 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, Eighteenth, Nineteenth, Twentieth, Twenty-First, Twenty-Second, Twenty-Third, Twenty-Fourth, Twenty-Fifth, Twenty-Sixth, Twenty-Seventh, Twenty-Eighth, Twenty-Ninth, Thirtieth, Thirty-First, Thirty-Second, Thirty-Third, Thirty-Fourth, Thirty-Fifth, Thirty-Sixth, Thirty-Seventh, Thirty-Eighth, Thirty-Ninth, Fortieth, Forty-First, and Forty-Second Supplemental Indentures being hereinafter sometimes called the Indenture as Heretofore Amended, and the Indenture as Hereto fore Amended, as amended and supplemented by this Forty-Third 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 is now The Chase Manhattan Bank (National Association); and 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 17, 1966, so that 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 twelve series of Bonds: one designated "First Mortgage 4-7/8% (originally 4-5/8%) Twenty-year Bonds, Series A, Due April 1, 1976" (hereinafter called the Series A Bonds or Bonds of Series A), limited to the aggregate principal amount of \$9,100,000 (none of which are outstanding at the date hereof); another designated "First Mortgage 4-7/8% 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 (none of which 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 (none of which are outstanding at the date hereof); another designated "First Mortgage 5-3/4% 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 (none of which are outstanding at the date hereof); another designated "First Mortgage 5-1/8% 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 (none of which are outstanding at the date hereof); another designated "First Mortgage 5-1/2% 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 (none of which are outstanding at the date hereof); another designated "First Mortgage 7-1/2% 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 (of which \$1,722,000 are outstanding at the date hereof); another designated "First Mortgage 8% Twenty-year Bonds, Series H, Due June 15, 1989" (hereinafter called Series H Bonds or Bonds of Series H), limited to the aggregate principal amount of \$5,000,000 (of which

\$1,357,000 are outstanding at the date hereof); another designated "First Mortgage 8-1/2% Twenty-year Bonds, Series I, Due December 15, 1989 (originally June 15, 1993)" (hereinafter called Series I Bonds or Bonds of Series I), limited to the aggregate principal amount of \$14,000,000 (of which \$5,600,000 are outstanding at the date hereof); another designated "First Mortgage 12% Ten-year Bonds, Series J, Due August 1, 1985" (hereinafter called Series J Bond or Bonds of Series J), limited to the aggregate principal amount of \$6,000,000 (none of which are outstanding at the date hereof); another designated "First Mortgage 9-1/2% Thirteen and one-half year Bonds, Series K, Due December 15, 1990" (hereinafter called Series K Bonds or Bonds of Series K), limited to the aggregate principal amount of \$3,000,000 (of which \$1,433,000 are outstanding at the date hereof); and another designated "First Mortgage 15-1/2% Twelve-year Bonds, Series L, Due August 15, 1992" (hereinafter called Series L Bonds or Bonds of Series L), limited to the aggregate principal amount of \$7,500,000 (of which \$6,000,000 are outstanding at the date hereof);

WHEREAS, the Company desires by this Forty-Third Supplemental Indenture to set forth the description of, confirm unto the Trustees and give further assurance to the Trustees with respect to, certain properties and interests in properties described in the Granting Clauses of this Forty-Third Supplemental Indenture which were acquired by the Company after the date of the Indenture as Heretofore Amended and which were generally described but not specifically described in the Indenture as Heretofore Amended;

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 Forty-Third Supplemental Indenture to amend, change and add to the provisions of the Indenture as Heretofore Amended as hereinafter set forth;

WHEREAS, the Bondholders have given their consent to the amendments to the Indenture as hereinafter set forth;

WHEREAS, all acts and things prescribed by law and by the articles of incorporation and bylaws of the Company and by the Indenture as Heretofore Amended necessary to make this Forty-Third 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 Forty-Third Supplemental Indenture and to accept and execute the trust herein imposed upon them;

NOW, THEREFORE, THIS FORTY-THIRD SUPPLEMENTAL INDENTURE WITNESSETH that, in order to effect amendments to the Indenture as heretofore set forth, and as additional security for the payment of the principal of, and the interest and premium, if any, on, all the Bonds at any time issued and outstanding under the Indenture, according to their tenor, purport and effect, and as additional security for the performance and observance by the Company of all the covenants and conditions in the Indenture and in the Bonds contained, and 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 ensembling and delivery of this Forty-Third Supplemental Indenture, and for other valuable considerations, the receipt whereof is hereby acknowledged, the Company has executed and delivered this Forty-Third Supplemental Indenture and has granted, bargained, sold, aliened, remised, released, conveyed, assigned, transferred, mortgaged, hypothecated, pledged, set over, warranted and confirmed, and by these presents does grant, bargain, sell, alien, remise, release, convey, assign, transfer, mortgage, hypothecate, pledge, set over, warrant and confirm unto The Chase Manhattan Bank (National Association) and J.A. Payne, as Trustees, their successors in trust and their assigns, forever, with power of sale, all and singular, the following additional premises, properties, interests and rights; and to such ends the Company hereby adds to and supplements, as below set forth, the Granting Clauses of the Indenture as Heretofore Amended.

GRANTING CLAUSE I
REAL PROPERTY

All tracts or parcels of land now owned or hereafter acquired by the Company wheresoever situated, together with all buildings, machinery, gas pipe lines, compressors, equipment and appliances situated thereon and also including all equipment, buildings and appliances of every kind or nature whatsoever used or for use as part of such properties owned by the Company including, but not limited to, the following described tracts or parcels of land in the States of Washington and Oregon:

STATE OF WASHINGTON
Yakima County

That part of the Southwest quarter of Section 19,
Township 13 North, Range 19, E.W.M., described as

follows: Commencing at the Southwest corner of said Section 19; thence South 89°38' East along the South line thereof 801.90 feet to the point of beginning; thence South 89°38' East 234.35 feet; thence North 18°51' West 441.60 feet to a point 417.12 feet North 0°22' East of the South line of said Section; thence North 89°38' West to a point on a line parallel with and distant 610.00 feet Southwesterly measured at right angles, from the centerline of the Northern Pacific Railroad Company's main track; thence Southeasterly along said parallel line, to a line bearing North 0°22' East from the point of beginning; thence South 0°22' West to the point of beginning, EXCEPTING THEREFROM THE FOLLOWING: Commencing at the Southwest corner of said Section 19; thence South 89°38' East along the South line thereof 801.90 feet to the point of beginning; thence South 89°38' East 93.60 feet; thence North 30°02' West to a line bearing North 0°22' East from the point of beginning; thence South 0°22' West to the point of beginning.

SUBJECT TO:

1. Right of way for pipeline on the South 10 feet of above-described premises, as disclosed by instrument recorded in Volume 319 of Deeds, Auditor's File No. 724422, records of Yakima County, Washington.
2. Easement or right of way for an electric transmission and distribution line, in favor of Pacific Power & Light Company, a corporation, as disclosed by instrument recorded in Volume 319 of Deeds, page 482, records of Yakima County, Washington.
3. Rights of way for ditches, canals, pipe lines and flumes, if any, over said premises, together with the right to enter thereon for the purpose of maintaining same.
4. Rights, if any of Plaintiff, as alleged in Yakima County Superior Court Cause No. 77-2-01484-5, State of Washington, Department of Ecology, Plaintiff vs. (Numerous named Defendants), notice of which is given by Lis Pendens recorded under Yakima County Auditor's File No. 2479271, being an action for the determination of the rights to divert, withdraw, or otherwise make use of the surface waters of the Yakima River Drainage Basin, in accordance with the provisions of Chapters 90.03 and 90.44, Revised Code of Washington. (Attorney for Plaintiff: Charles E. Roe, Jr., Senior Assistant Attorney General)

7090

STATE OF OREGON
Umatilla County

Lots 16 and 17, Block 43, RESERVATION ADDITION to the Town, now City of Pendleton, Umatilla County, Oregon.

SUBJECT TO: 1. Agreement, including the terms and provisions thereof, between Neva Evans, a single woman, and Lee A. Noel, et ux, dated November 16, 1953, recorded December 24, 1953, Book 215, Page 479, Deed Records.

A tract of land beginning at a point that is the intersection of East right of way line of SW 17th Street and North boundary line of Reservation Addition to the City of Pendleton; thence North $23^{\circ}35'34''$ West along said East right of way line of SW 17th Street a distance of 111.80 feet; thence North $65^{\circ}10'04''$ East, parallel to said North line of Reservation Addition a distance of 150 feet; thence South $23^{\circ}35'34''$ East, parallel to said East line of SW 17th Street a distance of 111.80 feet to said North boundary line of Reservation Addition; thence South $65^{\circ}10'04''$ West along said North boundary line of Reservation Addition a distance of 150 feet to the true point of beginning;

TOGETHER with a non-exclusive easement and right of way over and across the following described property as a means of ingress and egress:

Commencing at a point that is the intersection of East right of way line of SW 17th Street and North boundary line of Reservation Addition thence North $23^{\circ}35'34''$ West along said East right of way line of SW 17th Street a distance of 111.80 feet to the true point of beginning for this description; thence North $23^{\circ}35'34''$ West along said East right of way line of SW 17th Street a distance of 25 feet; thence North $65^{\circ}10'04''$ East, parallel to said North line of Reservation Addition a distance of 150 feet; thence South $23^{\circ}35'34''$ East, parallel to said East right of way line of SW 17th Street a distance of 25 feet; thence South $65^{\circ}10'04''$ West, parallel to said North line of Reservation Addition a distance of 150 feet to the true point of beginning;

SUBJECT TO any and all water rights of way, railroads, streets, and roads;

7091

All being East of the Willamette Meridian, Umatilla County, Oregon.

TOGETHER with all improvements and fixtures thereon and Mosler drive-in equipment, Mosler teller units, vault and night depository, and customer service counters located on property.

Lot 18, Block 43, RESERVATION ADDITION to the Town, now City of Pendleton, Umatilla County, Oregon.

SUBJECT TO AND EXCEPTING:

1. Agreement, including the terms and provisions thereof, between Neva Evans, and Lee A. Noel, et ux, dated November 18, 1953, recorded December 24, 1953, Book 215, Page 479, Deed Records.

GRANTING CLAUSE II
LEASES AND LEASEHOLD ESTATES

The right, title and interest of the Company in and to the properties leased to the Company and the improvements thereon, including but not limited to, the following:

STATE OF WASHINGTON
Whatcom County

Transmitter Site Lease dated June 6, 1985, recorded June 24, 1985, in Volume 846, Page 894 of the records of the Auditor of Whatcom County, Washington, File No. 1509802, from the City of Bellingham to the Company the right to install and maintain the equivalent of radio transmitter, together with adequate indoor shelf space for the same, and necessary tower space for antenna at the City's Sehome Hill radio transmitter site, Section 31, Township 38 North, Range 3 East, W.M., Whatcom County, Washington.

Mason County

Extension of Lease Agreement dated August 5, 1985, recorded September 27, 1985 in Reel 346, Fr. 867, records of Mason County, Washington, File No. 445046, by and between Capital Savings Bank, F.A., a Washington corporation and Cascade Natural Gas Corporation, a Washington corporation, leasing property described as Suite "D" of Capital Savings Center Building located at 1st & Railroad, Shelton; described as Lots 6, 7 and 8 in Block 10 of Frances Shelton's Addition to the City

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of Shelton, as recorded in Volume 1 of Plats, page 1, records of Mason County, Washington State.

GRANTING CLAUSE IV RIGHTS-OF-WAY

All of the surface leases, surface rights-of-way, servitudes, easements and grants now owned or hereafter acquired by the Company, wheresoever situated, upon which a portion of the Company's pipe lines or gas distribution systems have been or are to be constructed or installed, including but not limited to the following described surface leases, surface rights-of-way, servitudes, easements and grants granted to the Company (or to a predecessor corporation and assigned to the Company), by the grantors hereafter named on the dates hereafter specified and filed for record or recorded as hereinafter set forth:

STATE OF WASHINGTON Yakima County

Easement for Regulator Station dated March 12, 1985, recorded March 21, 1985, in Volume 1156 1694 of the records of the Auditor of Yakima County, Washington, File No. 2729102, from Larson Fruit Company, a Washington corporation to the Company for a regulator station consisting of meter regulating devices and necessary appurtenances thereto, together with pipeline or pipelines for the transportation of natural gas on a portion of Lot 1 of Short Plat filed in Book "N" of Short Plats, Page 45, under Auditor's File No. 2496249, records of Yakima County, Washington.

GRANTING CLAUSE V FRANCHISES

All franchises, permits, privileges, grants, consents, licenses, authorizations and approvals heretofore or hereafter granted by the United States of America, the States of Washington, Idaho, and Oregon or any departments or agencies of any of them, or any other governmental or public bodies or authorities, to the Company (or to a predecessor corporation and assigned to the Company) in connection with operations carried on and to be carried on by it with reference to the lands and property herein described, whether now owned or hereafter acquired by the Company and whether a part of or used or for use in connection with the Project, the Eugene-Springfield Project or any Bondable Additions as such terms are hereinafter defined or otherwise (subject, in the case of each such permit, franchise, privilege, grant, consent, license, authorization and approval,

7093

to all the terms, conditions and provisions thereof), including but not limited to the following, copies of which franchises certified by the Secretary or an Assistant Secretary of the Company have been delivered to the Corporate Trustee:

STATE OF WASHINGTON
City of Richland

Ordinance No. 2-85 dated January 21, 1985 from the City of Richland to the Company the right and privilege to use and occupy the streets, avenues, lanes, alleys, highway and other public places of the City, State of Washington, for the purpose of supplying, distributing and selling gas to the inhabitants of the City, and elsewhere, and the right and privilege of constructing, and thereafter maintaining a gas works, mains, service pipes and other necessary equipment in said City, for the distribution of gas for fuel, power, heat and other purposes, replacing Ordinance No. 104, dated January 26, 1960.

Town of Quincy

Ordinance No. 675 dated May 14, 1985 from the Town of Quincy, State of Washington for the purpose of supplying, distributing and selling gas to the inhabitants of the Town, and elsewhere; and the right and privilege of constructing, and thereafter maintaining a gas works, mains, service pipes and other necessary equipment in said town, for the distribution of gas for fuel, power, heat and other purposes. This Ordinance repeals Ordinance Numbers 321 and 363.

City of Selah

Ordinance No. 839 dated October 8, 1985 from the City of Selah, Yakima County, Washington to the Company the right and privilege to use and occupy the streets, avenues, lanes, alleys, highways and other public places for the purpose of supplying, distributing and selling natural gas to the inhabitants of the City; and the right and privilege of constructing, and thereafter maintaining a gas works, mains, service pipes and other necessary equipment in said City, for the distribution of gas for fuel, power, heat and other purposes.

City of Lynden

Ordinance No. 737 dated December 2, 1985 from the City of Lynden, Washington, to the Company granting the right and privilege to construct, maintain, use, own and operate a gas works, within the corporate limits of

7094

said City of Lynden, Washington, County of Whatcom,
replacing Ordinance No. 384, dated November 21, 1960.

STATE OF OREGON
City of Vale

Ordinance No. 666 dated August 6, 1985 from the
City of Vale, Malheur County, Oregon to the Company the
right to construct, operate and maintain a natural
and/or artificial gas distribution system in the City
of Vale, Oregon.

City of Baker

Ordinance No. 2923 dated November 14, 1985 from
the City of Baker, Oregon, to the Company granting a
non-exclusive right, privilege and license to operate a
natural gas distribution system in the City of Baker,
Oregon, County of Baker, replacing Ordinance No. 2703,
dated August 12, 1975.

GRANTING CLAUSE VI
CONTRACTS FOR THE PURCHASE OR EXCHANGE OF GAS

All the right, title and interest of the Company under, in
and to (i) every contract hereinafter described and to every
other contract for the purchase or exchange of gas by the Company
now or hereafter entered into under which (a) the Company shall
have an obligation to purchase or receive, or any other party
shall have an obligation to sell to or exchange with the Company
100,000,000 cubic feet of gas or more during any period of 12
consecutive calendar months, or (b) the Company shall have pur-
chased or received 100,000,000 cubic feet of gas or more during
any period of 12 consecutive calendar months, provided that in
either such case the contract in question by its terms is to
continue in force, or at the election of the Company may be
continued in force, either for a fixed period of at least two
years or for an indefinite or indeterminate period measured by
the life of a well or wells and (ii) every other contract for the
purchase or exchange of gas by the Company now or hereafter
entered into (x) under which the Company shall have an obligation
to purchase gas or to receive gas by way of exchange of gas with
any other party and (y) which is specifically mortgaged and
pledged hereunder by the Company under an indenture or indentures
supplemental hereto; all of which contracts are hereinafter
called Service Contracts and are hereby assigned to the Trustees
as part of the Trust Estate, subject to the conditions that the
Bondholders shall not be responsible or liable in any manner or
to any extent for the performance of any of the covenants or
provisions thereof to be performed by the Company and that,

unless and until the Trustees shall, in their discretion, when an Event of Default hereunder shall have occurred and shall be continuing, otherwise elect by instrument in writing delivered to the other party or parties to any thereof (and then only to the extent that the Trustees shall so elect), neither the Trustees nor the Trust Estate shall be responsible or liable in any manner or to any extent for the performance of any of the covenants or provisions thereof to be performed by the Company, the Company, however, to remain liable to observe and perform all of the conditions and covenants in said Contracts provided to be observed and performed by it, including, but without limiting the generality of the foregoing, the following described Service Contracts:

First Amending Agreement dated May 1, 1985 from Dome Petroleum Limited to the Company, amending Service Agreement dated October 11, 1984.

Natural Gas Sales Agreement dated August 12, 1985, by and between Sante Fe Gas Marketing and the Company for the purchase of gas by the Company to be delivered at the interconnection between the facilities of Northwest Pipeline Corporation and El Paso Natural Gas Company, located near Ignacio in Section 35, T34N, R9W, La Plata County, Colorado.

Gas Purchase Contract dated September 18, 1985, by and between Belco Petroleum Corporation and the Company.

Gas Purchase and Sales Contract dated October 1, 1985, by and between Northwest Field Services Company and the Company for the purchase of gas by the Company to be delivered at the mainline of Northwest Pipeline Corporation in Section 21, Township 9 South, Range 25 East, Sweetwater County, Wyoming.

Gas Purchase and Sales Contract dated October 14, 1985, by and between Northwest Field Services Company and the Company for the purchase of gas by the Company to be delivered at the mainline of Northwest Pipeline Corporation in Section 10, Township 15 North, Range 109 West, Sweetwater County, Wyoming and/or in Section 5, Township 40 North, Range 18 West, Dolores County, Colorado or other points of delivery mutually agreed upon in writing.

Gas Purchase Contract dated November 1, 1985, by and between Belco Petroleum Corporation and/or its subsidiaries and the Company for the purchase of gas by the Company.

Natural Gas Sales Agreement dated November 26, 1985, by and between Mountain Industrial Gas Company for the purchase of gas by the Company for its general system supply during the period of November 26, 1985 through December 14, 1985.

Agreement dated December 4, 1985, by and between Dome Petroleum Limited and the Company for the purchase of gas by the Company for its general system supply.

Amendment dated December 16, 1985, by and between Belco Petroleum Corporation and/or its subsidiaries and the Company amending Gas Purchase Contract dated November 1, 1985.

GRANTING CLAUSE VII CONTRACTS FOR THE SALE OF GAS

All the right, title and interest of the Company under, in and to every contract for the sale of gas by the Company now or hereafter entered into under which the Company during any period of twelve consecutive calendar months shall have a firm obligation to sell or shall have sold gas in the aggregate volume of more than 1,250,000 therms, all of which contracts are hereinafter called Gas Sales Contracts and are hereby assigned to the Trustees as part of the Trust Estate, subject to the conditions that the Bondholders shall not be responsible or liable in any manner or to any extent for the performance of any of the covenants or provisions thereof to be performed by the Company and that, unless and until the Trustees shall, in their discretion, when an Event of Default hereunder shall have occurred and shall be continuing, otherwise elect by instrument in writing delivered to the other party or parties to any thereof (and then only to the extent that the Trustees shall so elect), neither the Trustees nor the Trust Estate shall be responsible or liable in any manner or to any extent for the performance of any of the covenants or provisions thereof to be performed by the Company, the Company, however, to remain liable to observe and perform all of the conditions and covenants in said Contracts provided to be observed and performed by it, including, but without limiting the generality of the foregoing, the following described Gas Sales Contracts:

Industrial Firm Natural Gas Service Agreement dated March 1, 1985, by and between Cascade Natural Gas

7097

Corporation and Eagle-Picher Industries, Incorporated-Minerals Division for Buyer's operation of its diatomite processing plant located in N 1/2 of Section 6, Township 19 South, Range 44 East, of W.M. in Malheur County near Vale, Oregon.

Firm Gas Service Contract dated November 26, 1984, by and between Cascade Natural Gas Corporation and Tree Top, Incorporated for juice plant located at Selah, Washington in effect commencing June 1, 1985.

Firm Gas Service Contract dated November 26, 1984, by and between Cascade Natural Gas Corporation and Tree Top, Incorporated - Ross Packing Division for packing plant located at Selah, Washington, effective June 1, 1985.

GRANTING CLAUSE XI OTHER PROPERTY

Together with but not limited to (a) all the buildings, plants, dwelling structures, machinery and improvements constructed or to be constructed on the properties described in the Granting Clauses of this Forty-Third Supplemental Indenture or any portion thereof, and all rights, privileges, licenses, permits, immunities and easements of any kind and nature appurtenant thereto, and all and singular the tenements, hereditaments and appurtenances whatsoever belonging to said properties or any part thereof or in anywise appertaining thereto, and the reversions and remainders thereof, whether any of the same are now owned or are hereafter acquired; and (b) any and all estates, rights-of-way, easements, franchises, ordinances, privileges, immunities, commitments, consents, permits, leases, licenses and license agreements, now owned or which hereafter shall be acquired by the Company, together with all of the appurtenances, rights and appliances, connected with and/or appertaining to the properties described in the Granting Clauses of this Forty-Third Supplemental Indenture, which the Company now owns or in which it has any interest or which it may hereafter acquire, or any part thereof. The specific description of additional properties herein or in any supplemental indenture forming a part of the Indenture as Heretofore Amended shall not be construed or deemed in any way to amend or otherwise limit the scope of the Granting Clauses hereof or of the Indenture as Heretofore Amended.

GRANTING CLAUSE XII PROPERTY, INTEREST AND RIGHTS REQUIRED TO BE MORTGAGED

Any and all other property, interests and rights of every kind, real or personal or mixed, including excepted property, which the Company is required by the provisions of the Indenture

from time to time to grant, bargain, sell, alien, remise, release, convey, confirm, warrant, assign, mortgage, pledge, transfer, deliver or set over to the Trustees, or either of them, or which from time to time hereafter may be granted, bargained, sold, aliened, remised, released, conveyed, confirmed, warranted, assigned, mortgaged, pledged, transferred, delivered or set over by the Company, or by anyone in its behalf, to the Trustees, or either of them, who are hereby authorized at any and all times to receive any such property, interests and rights for the purposes hereof as and for additional security hereunder, and also (when and as hereafter provided), as substituted security, for the Bonds secured by the Indenture, and to hold or apply any and all such property, interests and rights subject to the terms of the Indenture.

TOGETHER WITH all and singular the reversions and remainders, and (subject to the rights of the Company in the Indenture set forth) the tolls, earnings, income, rents, revenues, issues and profits now or hereafter belonging or in anywise appertaining to any of the property described in or covered by the foregoing Granting Clauses (which assignment of the tolls, earnings, income, rents, revenues, issues and profits shall run with the land and be good and valid as against the Company or those claiming through or under it), and also all the estate, right, title, interest, property, possession, claim and demand whatsoever, at law as well as in equity, which the Company may now have or may hereafter acquire in and to the same and every part and parcel thereof with the appurtenances thereto and proceeds thereof.

Title to all property and interests in property, real or personal or mixed, mortgaged hereby or intended so to be, hereafter acquired by the Company or to which it may at any time hereafter be, in any manner, entitled in law or in equity, and required to be subject hereto or intended so to be by the provisions hereof, shall vest in the Trustees, under the terms and conditions of the Indenture, forthwith upon acquisition thereof by the Company and such property and interests in property shall be as fully embraced within the provisions of the Indenture and subject to the lien thereof as if such property and interests in property were now owned by the Company and were specifically described herein and conveyed hereby.

EXCEPTIONS

THERE IS, HOWEVER, EXPRESSLY EXCEPTED, RESERVED AND EXCLUDED from the lien and operation of the Indenture all property now owned or hereafter acquired by the Company described in subparagraphs (a) through (g) under the heading "Exceptions" following the Granting Clauses of the Indenture, as provided in such subparagraphs; provided, however, that (i) if, upon the occurrence of any of the Events of Default, the Trustees or any Receiver

7039

shall have entered into possession of the Trust Estate or a substantial part thereof (other than of the Securities or cash deposited or pledged with the Trustees as part of the Trust Estate) all of the property then owned or thereafter acquired by the Company of the character excepted from the lien of the Indenture by subparagraphs (a) through (f) under the heading "Exceptions" following the Granting Clauses of the Indenture shall immediately, or, by subparagraph (g) under the heading "Exceptions" following the Granting Clauses of the Indenture shall upon demand of the Trustees or such Receiver, become subject to the lien of the Indenture to the extent permitted by law, and the Trustees or such Receiver may, to the extent permitted by law, at the same time likewise take possession thereof, and (ii) whenever all Events of Default shall have been cured and the possession of the Trust Estate (other than Securities and cash forming a part thereof) shall have been restored to the Company, any property of the character described in such subparagraphs, so restored to the Company, shall again be executed and excluded from the lien and operation of the Indenture to the extent and otherwise as set forth in the Indenture;

TO HAVE AND TO HOLD all said properties, interests and rights, of every kind, real, personal or mixed, hereby granted, bargained, sold, aliened, remised, released, conveyed, assigned, transferred, mortgaged, hypothecated, pledged, set over, warranted or confirmed as aforesaid, or intended, agreed or covenanted so to be, together with all the appurtenances thereto appertaining, unto the Trustees and their successors in the trust and assigns forever;

SUBJECT, HOWEVER, to Permitted Encumbrances and, with respect to any property hereafter acquired by the Company and constituting part of the Trust Estate, but only if and to the extent permitted by the last paragraph of Section 7.04 of the Indenture, to all easements, liens, encumbrances, reservations, exceptions and other rights affecting such property at the time of acquisition thereof.

IN TRUST NEVERTHELESS, under and subject to the conditions in the Indenture set forth, for the equal and proportionate benefit and security, without priority or preference because of prior issuance or otherwise, of all holders of the Bonds or coupons now or hereafter issued under and secured by the Indenture, and for the enforcement of the payment of the principal of the Bonds, and the premium, if any, and the interest thereon, when payable, and for the performance of and compliance with the covenants and conditions of the Indenture, without preference, priority or distinction as to lien or otherwise of any of the Bonds or coupons.

7100

PROVIDED, HOWEVER, that these presents are upon the condition that, if the Company, its successors or assigns, shall pay or cause to be paid the principal and interest payable in respect of the Bonds, together with the premium, if any, payable on the Bonds, at the times and in the manner stipulated therein and in the Indenture and shall keep, perform and observe all and singular the covenants and promises in the Bonds and the appurtenant coupons and in the Indenture expressed to be kept, performed and observed by and on the part of the Company, then this Forty-Third Supplemental Indenture, and the estates and rights hereby assigned, shall cease, determine and be void; otherwise they shall remain and be in full force and effect.

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

Section 1.01. The Company represents and warrants that, as of the date of execution of this Forty-Third Supplemental Indenture, it has good and marketable title (free and clear of any liens other than the lien of the Indenture and Permitted Encumbrances) to all the properties and interests in properties described in the Granting Clauses hereof, and the Indenture, together with all other instruments subjecting properties to the lien of the Indenture, constitutes a direct and valid first mortgage lien on all such properties and interests in properties as provided therein, subject only to Permitted Encumbrances. The Company represents and warrants that it has and covenants that it will continue to have, subject to the provisions of the Indenture, good right, full power and lawful authority to grant, bargain, sell, alien, remise, release convey, assign, transfer, mortgage, hypothecate, pledge, set over, warrant and confirm to the Trustees all property of every kind and nature described or referred to in the Granting Clauses hereof (except any properties therein described as to be hereafter acquired by the Company) which by the provisions hereof is intended to be subject to the lien of the Indenture.

ARTICLE TWO

7101

Amendments to the Indenture as Heretofore Amended

Section 2.01. Pursuant to authorization in the next to the last flush paragraph of Section 11.01 of the Indenture as Heretofore Amended and the written consent of the holders of all the outstanding Bonds heretofore filed with the Corporate Trustee, the following amendments are made to the Indenture as Heretofore Amended:

(a) Section 4.04(4)(j) is amended by deleting the words "have been duly assigned and pledged hereunder with suitable notices to all other parties of the assignment and pledge herein of all of the Company's right, title and interest in and to all the aforesaid Contracts and written acknowledgments of such notices of assignments from the aforesaid parties consenting thereto in accordance with Section 9.10 have been obtained and delivered to the Trustees," and substituting therefor the words: "have been effectively subjected to the lien of the Indenture in accordance with the requirements thereof,".

(b) Section 7.04(2) is amended by deleting therefrom the last sentence which says: "The Company will deliver to the Corporate Trustee copies of all franchises certified by the Secretary or an Assistant Secretary of the Company, acquired by the Company after the execution and delivery of this Indenture;".

(c) Section 7.04 is amended in the fourth flush paragraph by deleting the words in the ninth and tenth lines which read: "that all right, title and interest of the Company therein and thereto have been duly and effectively assigned and pledged under the Indenture and are subject to the lien thereof" and substituting the words: "are subject to the lien of the Indenture".

(d) The sixth flush paragraph of Section 7.04 is amended by deleting the last sentence thereof and substituting the following sentence: "Within 120 days after the close of any fiscal year, the Company will execute, acknowledge, deliver, record, register and file an instrument supplemental hereto as may be necessary to subject to the lien of the Indenture any substantial items of property acquired by the Company during such fiscal year which are intended to be subject to the lien hereof".

(e) Section 7.08(3) is amended by deleting the period at the end of the section and adding the words "and such default materially and adversely affects the security for the Bonds."

(f) Section 7.11 of the Indenture, Section 5.07 of the Nineteenth Supplemental Indenture, Section 6.07 of the Twenty-

First Supplemental Indenture, Section 6.07 of the Twenty-Sixth Supplemental Indenture, Section 6.07 of the Twenty-Ninth Supplemental Indenture, Section 6.07 of the Thirty-Second Supplemental Indenture and Section 6.07 of the Thirty-Sixth Supplemental Indenture are each amended by deleting from each the words: "and except as permitted by Section 9.14 hereof [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, supplement, 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.", by putting a period after the words, "Construction Contracts" in the eighth line, and by adding the following new sentences:

"The Company may amend, supplement, terminate, cancel, or permit the forfeiture or expiration of any Service, Gas Sales or Construction Contract if, in the opinion of the Officers of the Company, the action shall be in the best interests of the Company and Bondholders in light of the then-current market conditions and is advantageous for efficient operation of the business of the Company. The Company will give prompt written notice to the Corporate Trustee whenever any such amendment, supplement, termination, cancellation, forfeiture, expiration, or aggregate of such actions materially and adversely affects the security for the Bonds."

(g) Section 7.14 is amended by changing the figure \$25,000 which appears in subparagraph (3) and in the first flush paragraph to \$250,000.

(h) Section 9.08.I.(c)(8) is amended by deleting the words "have been duly assigned and pledged hereunder with suitable notices to all other parties of the assignment and pledge herein of all of the Company's right, title and interest in and to all of the aforesaid Contracts and written acknowledgements of such notices of assignments from the aforesaid parties consenting thereto in accordance with Section 9.10 have been obtained and delivered to the Trustees," and substituting the words: "have been effectively subjected to the lien of the Indenture in accordance with the requirements hereof,".

(i) Delete present Section 9.10 and substitute the following: "SECTION 9.10. The Company will from time to time duly file for recordation any and all notices under the applic-

7103

able laws of Washington or Oregon or other applicable laws to establish, maintain and continue the lien of the Indenture upon the Company's right, title and interest in and to the Service, Gas Sales and Construction Contracts described in the Granting Clauses of the Indenture."

(j) Delete Section 9.14 entirely.

ARTICLE THREE

Section 3.01. This Forty-Third 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 a 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 Forty-Third 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 FOUR

Section 4.01. The Trustees severally for themselves and their respective successors hereby accept the trust created by this Forty-Third Supplemental Indenture upon the terms and conditions set forth in the Indenture.

Section 4.02. 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 FIVE

Section 5.01. Although this Forty-Third Supplemental Indenture, for convenience and for the purpose of reference, is dated as of April 1, 1986, the actual date of execution by the Company and by the Trustees is as shown by their respective acknowledgements hereto annexed.

Section 5.02. In case any one or more of the provisions contained in this Forty-Third 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 5.03. This Forty-Third 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.

7104

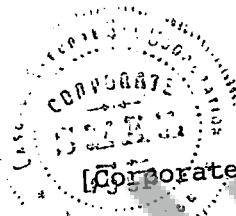
Section 5.04. By execution hereof, the Company acknowledges receipt of a full, true and complete copy of this Forty-Third Supplemental Indenture.

IN WITNESS WHEREOF, Cascade Natural Gas Corporation has caused this Forty-Third Supplemental Indenture to be signed and acknowledged by its President or its Executive Vice 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 Forty-Third 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 Individual Trustee under the Indenture, has duly executed and acknowledged this Forty-Third Supplemental Indenture.

CASCADE NATURAL GAS CORPORATION

By 

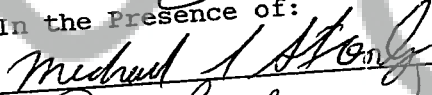
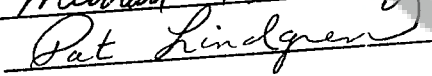
D.E. Bennett, Vice President-
Finance



Attest:



In the Presence of:

THE CHASE MANHATTAN BANK
(National Association),
Corporate Trustee

By 

and Vice President

[Corporate Seal]

71C5

Attest:

A.K. Clair

In the Presence of:

K. V. Fisher
Tim B.

J.A. Payne, Individual Trustee

Attest:

A.K. Clair

In the Presence of:

K. V. Fisher
Tim B.

The Debtor's mailing address is:

Cascade Natural Gas Corporation
222 Fairview Avenue North
Seattle, Washington 98109

The address of the Secured Party from which security information is obtainable is:

The Chase Manhattan Bank
(National Association)
One New York Plaza
New York, New York 10081

7106

STATE OF WASHINGTON

COUNTY OF KING

) ss.
)

I certify that I know or have satisfactory evidence that D.E. BENNETT signed this instrument, on oath stated that he was authorized to execute the instrument and acknowledged it as the Vice President-Finance of CASCADE NATURAL GAS CORPORATION to be the free and voluntary act of such party for the uses and purposes mentioned in the instrument.

DATED: April 1, 1986

(Seal or Stamp)



Agnes A. Kitayama
 NOTARY PUBLIC in and for the
 State of Washington, residing at
Edmonds
 My appointment expires Nov. 1, 1987

STATE OF NEW YORK

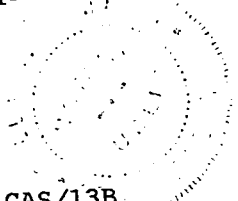
COUNTY OF NEW YORK

) ss.
)

On this 17th day of April, 1986, before me personally appeared Harley Jentz 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]



Della K. Benjamin
 Notary Public

DELLA K. BENJAMIN
 Notary Public, State of New York
 No. 24-4659667
 Qualified in Kings County
 Certificate Filed in New York County
 Commission Expires March 30, 1987

CAS/13B

7107

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 17th day of April, 1986.

[Notarial Seal]

Della K. Benjamin
Notary Public

DELLA K. BENJAMIN
Notary Public, State of New York
No. 24-4659667
Qualified in Kings County
Certificate Filed in New York County
Commission Expires March 30, 1987

STATE OF NEW YORK)
) ss.
COUNTY OF NEW YORK)

On this 17th day of April, 1986, before me, Della Benjamin, 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]

Della K. Benjamin
Notary Public

DELLA K. BENJAMIN
Notary Public, State of New York
No. 24-4659667
Qualified in Kings County
Certificate Filed in New York County
Commission Expires March 30, 1987

STATE OF NEW YORK)
COUNTY OF NEW YORK) ss.

7108

On this 17th day of April, 1986, before me Della
Benjamin, a Notary Public in and for the State of New
York, personally appeared Norley Jearny, 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]

Della K. Benjamin
Notary Public

DELLA K. BENJAMIN
Notary Public, State of New York
No. 24-4659667
Qualified in Kings County
Certificate Filed in New York County
Commission Expires March 30, 1987

STATE OF WASHINGTON)
COUNTY OF KING) ss.

I certify that I know or have satisfactory evidence that
D.E. BENNETT signed this instrument, on oath stated that he was
authorized to execute the instrument and acknowledged it as the
Vice President-Finance of CASCADE NATURAL GAS CORPORATION to be
the free and voluntary act of such party for the uses and pur-
poses mentioned in the instrument.

DATED: April 1, 1986

(Seal or Stamp)

Agnes A. Litayama
NOTARY PUBLIC in and for the
State of Washington, residing at
Edmonds
My appointment expires Nov 1, 1987

7109

STATE OF NEW YORK)
COUNTY OF NEW YORK) ss.

April 17th A.D. 1986

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

[Notarial Seal]

Della K. Benjamin
Notary Public

DELLA K. BENJAMIN
Notary Public, State of New York
No. 24-4659667
Qualified in Kings County
Certificate Filed in New York County
Commission Expires March 30, 1987

STATE OF NEW YORK)
COUNTY OF NEW YORK) ss.

April 17 A.D. 1986

Personally appeared Harley Jeanty, who being duly sworn, did say that he is a 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]

Della K. Benjamin
Notary Public

DELLA K. BENJAMIN
Notary Public, State of New York
No. 24-4659667
Qualified in Kings County
Certificate Filed in New York County
Commission Expires March 30, 1987

7110

STATE OF WASHINGTON)
) ss.
COUNTY OF KING)

W. BRIAN I certify that I know or have satisfactory evidence that ~~LUCILLE R. WALSE~~ ^{AGNES A. KITAYAMA} signed this instrument, on oath stated that ~~she~~ ^{he} was authorized to execute the instrument and acknowledged it as the ^{Assistant} Secretary of CASCADE NATURAL GAS CORPORATION to be the free and voluntary act of such party for the uses and purposes mentioned in the instrument.

DATED: April 1, 1986

(Seal or Stamp)

Agnes A. Kitayama
NOTARY PUBLIC in and for the
State of Washington, residing at
Edmonds
My appointment expires Nov 1, 1987

STATE OF WASHINGTON)
) ss.
COUNTY OF KING)

On this 1st day of April, 1986, before me appeared D.E. BENNETT, 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 Forty-Third Supplemental Indenture dated as of April 1, 1986, 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.

SUBSCRIBED AND SWORN TO before me this 1st day of April, 1986.

(Seal or Stamp)

Agnes A. Kitayama
NOTARY PUBLIC in and for the
State of Washington, residing at
Edmonds
My appointment expires Nov 1, 1987

CAS/13B

-28-

STATE OF OREGON: COUNTY OF KLAMATH: ss.

Filed for record at request of _____ the 25th day
of April A.D., 19 86 at 1:35 o'clock P M., and duly recorded in Vol. M86
of Mortgages on Page 7083

FEE \$113.00

Evelyn Biehn, County Clerk
By [Signature]