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BOOK 184 PAGE 568

FILED FOR RECORD
SKAMANIA CO. WASH
BY SKAMANIA CO. TITLE

DEC 15 1 25 PM '98
OLowry
AUDITOR
GARY H. OLSON

AFTER RECORDING MAIL TO:

Name NW Natural, Attn: Ron Hordichok

Address 220 NW 2nd Avenue, 12th Floor

City/State Portland, OR 97209

Document Title(s): (or transactions contained therein)
1. 5th Supplemental Indenture, dated July 1, 1961
2.
3.
4.

First American Title Insurance Company

(this space for title company use only)

Reference Number(s) of Documents assigned or released:

☐ Additional numbers on page _______ of document

Grantor(s): (Last name first, then first name and initials)
1.
2.
3.
4.
5. Northwest Natural Gas Company

Grantee(s): (Last name first, then first name and initials)
1.
2.
3. Bankers Trust Company and J.C. Kennedy, Successor to R.G. Page (Trustee)
4.
5.

Registered
Indexed, Dir
Indirect
Filmed
Mailed

Abbreviated Legal Description as follows: (i.e. lot/block/plat or section/township/range/quarter/quarter)

NE¼ of Sec 28, T 3 N, R 8 E

☐ Complete legal description is on page _______ of document

Assessor's Property Tax Parcel / Account Number(s):

03-08-28-1-0-0600-00

RECORDER'S NOTE: PORTIONS OF THIS DOCUMENT POOR QUALITY FOR FILMING

NOTE: [illegible]

BOOK 184 PAGE 569

BOOK 2151 PAGE 312

FIFTH SUPPLEMENTAL INDENTURE

INDENTURE, dated as of the 1st day of July, 1961, made and entered into by and between NORTHWEST NATURAL GAS COMPANY (formerly Portland Gas & Coke Company), a corporation of the State of Oregon, whose post office address is 735 S. W. Morrison Street, Portland, Oregon (hereinafter sometimes called the Company), party of the first part, and BANKERS TRUST COMPANY, a corporation of the State of New York, whose post office address is 16 Wall Street, New York 15, New York (hereinafter sometimes called the Corporate Trustee) and J. C. KENNEDY (successor to R. G. Page), whose post office address is 73 Gates Avenue, Montclair, New Jersey (hereinafter sometimes called the Co-Trustee), parties of the second part (the Corporate Trustee and the Co-Trustee being hereinafter together sometimes called the Trustees), as Trustees under the Mortgage and Deed of Trust, dated as of July 1, 1946 (hereinafter called the Mortgage), executed and delivered by Portland Gas & Coke Company (now Northwest Natural Gas Company) to secure the payment of bonds issued or to be issued under and in accordance with the provisions of the Mortgage, this indenture (hereinafter called Fifth Supplemental Indenture) being supplemental thereto;

WHEREAS the Mortgage was or is to be recorded in the official records of various counties in the States of Oregon and Washington which counties include or will include all counties in which this Fifth Supplemental Indenture is to be recorded; and

WHEREAS by the Mortgage the Company covenanted that it would execute and deliver such supplemental indenture or indentures and such further instruments and do such further acts as might be necessary or proper to carry out more effectually the purposes of the Mortgage and to make subject to the lien of the Mortgage any property thereafter acquired, made or constructed and intended to be subject to the lien thereof; and

WHEREAS the Company executed and delivered to the Trustees its First Supplemental Indenture, dated as of June 1, 1949 (hereinafter called its First Supplemental Indenture), its Second Supplemental Indenture, dated as of March 1, 1954 (hereinafter called its Second Supplemental Indenture) and its Third Supplemental Indenture, dated as of April 1, 1956 (hereinafter called its Third Supplemental Indenture); and

BOOK 184 PAGE 576
2151 PAGE 343

3

WHEREAS said First, Second and Third Supplemental Indentures were filed for record, and were recorded and indexed, as a mortgage of both real and personal property, in the official records of various counties in the States of Oregon and Washington which counties include or will include all counties in which this Fifth Supplemental Indenture is to be recorded; and

WHEREAS the Company executed and delivered to the Trustees its Fourth Supplemental Indenture, dated as of February 1, 1959 (hereinafter called the Fourth Supplemental Indenture); and

WHEREAS said Fourth Supplemental Indenture was filed for record, and was recorded and indexed, as a mortgage of both real and personal property, in the official records of the several counties in the States of Oregon and Washington listed below, as follows:

OREGON

County	Date Filed for Record	Real Property Mortgage Records Book or Reel	Page	Instrument Number	Chattel Mortgage Records
Benton	February 13, 1959	127	465	25399	Indexed
Clackamas	February 13, 1959	497	671	2360	Indexed
Lane	February 13, 1959	[illegible]	290M	[illegible]	Indexed
Linn	February 13, 1959	211	657	162833	Indexed
Marion	February 13, 1959	475	749	504734	Indexed
Multnomah	February 16, 1959	2007	[illegible]	6261	Indexed
Polk	February 13, 1959	115	640	117625	Indexed
Wasco	February 13, 1959	91	[illegible]	[illegible]	Indexed
Washington	February 13, 1959	384	645	[illegible]	Indexed
Yamhill	February 13, 1959	3	632	56404	Indexed

WASHINGTON

County	Date Filed for Record	Real Property Mortgage Records Book or Volume	Page	Chattel Mortgage Record Auditor's File No.
Clark	February 16, 1959	M 67	179A	C256396;

and

WHEREAS an instrument dated as of June 14, 1951, was executed by the Company appointing J. C. Kennedy as Co-Trustee in succession

3

to said R. G. Page, resigned, under said Mortgage and by J. C. Kennedy accepting the appointment as Co-Trustee under said Mortgage in succession to the said R. G. Page, which instrument was recorded in various counties in the States of Oregon and Washington; and

Whereas in addition to the property described in the Mortgage, as heretofore supplemented, the Company has acquired certain other property, rights and interests in property; and

Whereas the Company has heretofore issued, in accordance with the provisions of the Mortgage, as supplemented, bonds of a series entitled and designated First Mortgage Bonds, 3⅛% Series due 1976 (hereinafter called the bonds of the First Series), of which Ten Million Dollars ($10,000,000) in aggregate principal amount are now Outstanding; bonds of a series entitled and designated First Mortgage Bonds, 3⅝% Series due 1974 (hereinafter called the bonds of the Second Series), of which Two Million Eight Hundred Thousand Dollars ($2,800,000) in aggregate principal amount are now Outstanding; bonds of a series entitled and designated First Mortgage Bonds, 4% Series due 1974 (hereinafter called the bonds of the Third Series), none of which bonds of the Third Series are now Outstanding; bonds of a series entitled and designated First Mortgage Bonds, 4⅝% Series due 1976 (hereinafter called the bonds of the Fourth Series), of which Three Million Two Hundred Forty-nine Thousand Dollars ($3,249,000) in aggregate principal amount are now Outstanding; and bonds of a series entitled and designated First Mortgage Bonds, 5⅛% Series due 1986 (hereinafter called the bonds of the Fifth Series), of which Seven Million Dollars ($7,000,000) in aggregate principal amount are now Outstanding; and

Whereas Section 2 of the Mortgage provides that the form of each series of bonds (other than the First Series) issued thereunder and of the coupons to be attached to the coupon bonds of such series shall be established by Resolution of the Board of Directors of the Company; that the form of such series, as established by said Board of Directors, shall specify the descriptive title of the bonds and various other terms thereof; and that such Series may also contain such provisions not inconsistent with the provisions of the Mortgage as the Board of Directors may, in its discretion, cause to be inserted therein expressing or referring to the terms and conditions upon which such bonds are to be issued and/or secured under the Mortgage; and

WHEREAS Section 120 of the Mortgage provides, among other things, that any power, privilege or right expressly or impliedly reserved to or in any way conferred upon the Company by any provision of the Mortgage, whether such power, privilege or right is in any way restricted or is unrestricted, may (to the extent permitted by law) be in whole or in part waived or surrendered or subjected to any restriction if at the time unrestricted or to additional restriction if already restricted, and the Company may enter into any further covenants, limitations or restrictions for the benefit of any one or more series of bonds issued thereunder, or the Company may cure any ambiguity contained therein or in any supplemental indenture or may (in lieu of establishment by Resolution as provided in Section 8 of the Mortgage) establish the terms and provisions of any series of bonds other than said First Series, by an instrument in writing executed and acknowledged by the Company in such manner as would be necessary to entitle a conveyance of real estate to record in all of the states in which any property at the time subject to the lien of the Mortgage shall be situated; and

WHEREAS the Company now desires to create a new series of bonds and (pursuant to the provisions of Section 120 of the Mortgage) to add to its covenants and agreements contained in the Mortgage, as heretofore supplemented, certain other covenants and agreements to be observed by it and to alter and amend in certain respects the covenants and provisions contained in the Mortgage, as heretofore supplemented and amended; and

WHEREAS the execution and delivery by the Company of this Fifth Supplemental Indenture, and the terms of the bonds of the Sixth Series hereinafter referred to, have been duly authorized by the Board of Directors of the Company by appropriate resolutions of said Board of Directors;

NOW, THEREFORE, THIS INDENTURE WITNESSETH: That Northwest Natural Gas Company, in consideration of the premises and of One Dollar to it duly paid by the Trustee at or before the ensealing and delivery of these presents, the receipt whereof is hereby acknowledged, and in further assurance of the estate, title and rights of the Trustees, and in order further to secure the payment both of the principal of and interest and premium, if any, on the bonds from time to time issued under the Mortgage, according to their tenor and effect, and the performance of all the provisions of the Mortgage (including any instruments supplemental thereto and any modification made as in the Mortgage provided) and of said bonds, hereby grants, bargains, sells, releases, conveys, assigns, transfers, mortgages, pledges, sets over and confirms (subject, however, to Excepted Encumbrances as defined in Section 6 of the Mortgage) unto J. C. Kennedy (successor to R. G. Page, as Co-Trustee) and (to the extent of its legal capacity to hold the same for the purposes hereof) to Bankers Trust Company, as Trustees under the Mortgage, and to their successor or successors in said trust, and to said Trustees and their successors and assigns forever, all property, real, personal and mixed, acquired by the Company after the date of the Mortgage, of the kind or nature specifically mentioned in Article XXI of the Mortgage or of any other kind or nature (except any herein or in the Mortgage expressly excepted) now owned or, subject to the provisions of subsection (I) of Section 87 of the Mortgage, hereafter acquired by the Company (by purchase, consolidation, merger, donation, construction, erection or in any other way) and wheresoever situated, including (without in anywise limiting or impairing by the enumeration of the same the scope and intent of the foregoing) all lands, gas plants, by-product plants, gas holders, gas mains and pipes; all power sites, water rights, reservoirs, canals, raceways, dams, aqueducts, and all other rights or means for appropriating, conveying, storing and supplying water; all rights of way and roads; all plants for the generation of electricity by steam, water and/or other power; all power houses, street lighting systems, standards and other equipment incidental thereto, telephone, radio, television and air-conditioning systems and equipment incidental thereto, water works, water systems, steam heat and hot water plants, substations, lines, service and supply systems, bridges, culverts, tracts, ice or refrigeration plants and equipment, offices, buildings and other structures and the equipment thereof; all machinery, engines, boilers, dynamos, gas, electric and other machines, regulators, meters, transformers, generators, motors, gas, electrical and mechanical appliances, conduits, cables, gas, water, steam heat or other pipes, service pipes, fittings, valves and connections, pole and transmission lines, wires, cables, tools, implements, apparatus, furniture and chattels; all franchises, consents or permits; all lines for the transmission and distribution of gas, electric current, steam heat or water for any purpose including mains, pipes, conduits, towers, poles, wires, cables, ducts and all apparatus for use in connection therewith; all real estate, lands, easements, servitudes, licenses, permits, franchises, privileges, rights of way and other rights in or relating to public or private property, real or personal, or the occupancy of such property and (except as herein or in the Mortgage, as heretofore supplemented, expressly excepted) all right, title and interest the Company may now have or may hereafter acquire in and to any and all property of any kind or nature wheresoever situated.

Together with all and singular the tenements, hereditaments, prescriptions, servitudes and appurtenances belonging or in anywise appertaining to the aforementioned property or any part thereof, with the reversion and reversions, remainder and remainders and (subject to the provisions of Section 87 of the Mortgage) the tolls, rents, revenues, issues, earnings, income, product and profits thereof, and all the estate, right, title and interest and claim whatsoever, at law as well as in equity, which the Company now has or may hereafter acquire in and to the aforementioned property and franchises and every part and parcel thereof.

It is hereby agreed by the Company that, subject to the provisions of subsection (I) of Section 87 of the Mortgage, all the property, rights, and franchises acquired by the Company (by purchase, consolidation, merger, donation, construction, erection or in any other way) after the date hereof, except any herein or in the Mortgage, as heretofore supplemented, expressly excepted, shall be and are as fully granted and conveyed hereby and by the Mortgage, and as fully embraced within the lien hereof and the lien of the Mortgage, as supplemented, as if such property, rights and franchises were now owned by the Company and were specifically described herein or in the Mortgage and conveyed hereby or thereby.

Provided that the following are not and are not intended to be now or hereafter granted, bargained, sold, released, conveyed, assigned, transferred, mortgaged, pledged, set over or confirmed hereunder and are hereby expressly excepted from the lien and operation of this Fifth Supplemental Indenture and from the lien and operation

BOOK 184 PAGE 575

BOOK 2151 PAGE 348

of the Mortgage, as heretofore supplemented, viz: (1) cash, shares of stock, bonds, notes and other obligations and other securities not hereafter specifically pledged, paid, deposited, delivered or held under the Mortgage, as heretofore supplemented, or covenanted so to be; (2) merchandise, equipment, apparatus, materials or supplies held for the purpose of sale or other disposition in the usual course of business; fuel, oil and similar materials and supplies consumable in the operation of any of the properties of the Company; all aircraft, tractors, rolling stock, trolley coaches, buses, motor coaches, automobiles, motor trucks, and other vehicles and materials and supplies held for the purpose of repairing or replacing (in whole or part) any of the same; (3) bills, notes and accounts receivable, judgments, demands and choses in action, and all contracts, leases and operating agreements not specifically pledged under the Mortgage, as heretofore supplemented, or covenanted so to be; (4) the last day of the term of any lease or leasehold which may be or become subject to the lien of the Mortgage; (5) gas, petroleum, carbon, chemicals, light oils, tar products, electric energy, steam, water, ice, and other materials or products, manufactured, stored, generated, produced, purchased or acquired by the Company for sale, distribution or use in the ordinary course of its business; all timber, minerals, mineral rights and royalties and all Natural Gas and Oil Production Property, as defined in Section 4 of the Mortgage; and (6) the Company's franchise to be a corporation; provided, however, that the property and rights expressly excepted from the lien and operation of this Fifth Supplemental Indenture and from the lien and operation of the Mortgage, as heretofore supplemented, in the above subdivisions (2) and (3) shall (to the extent permitted by law) cease to be so excepted in the event and as of the date that either or both of the Trustees or a receiver or trustee shall enter upon and take possession of the Mortgaged and Pledged Property in the manner provided in Article XIII of the Mortgage by reason of the occurrence of a Default as defined in Section 65 thereof.

To have and to hold all such properties, real, personal and mixed, granted, bargained, sold, released, conveyed, assigned, transferred, mortgaged, pledged, set over or confirmed by the Company as aforesaid, or intended so to be, unto J. C. Kennedy and (to the extent of its legal capacity to hold the same for the purposes hereof) to Bankers Trust Company, as Trustees, and their successors and assigns forever.

8

In these presents, for the same purposes and upon the same terms, trusts and conditions and subject to and with the same provisos and covenants as are set forth in the Mortgage, as heretofore supplemented, this Fifth Supplemental Indenture being supplemental thereto.

And it is hereby covenanted by the Company that all the terms, conditions, provisos, covenants and provisions contained in the Mortgage, as heretofore supplemented, shall affect and apply to the property hereinbefore described and conveyed, and to the estates, rights, obligations and duties of the Company and the Trustees and the beneficiaries of the trust with respect to said property, and to the Trustees and their successors in the trust, in the same manner and with the same effect as if the said property had been owned by the Company at the time of the execution of the Mortgage, and had been specifically and at length described in and conveyed to said Trustees by the Mortgage as a part of the property therein stated to be conveyed.

The Company further covenants and agrees to and with the Trustees and their successors in said trust under the Mortgage, as follows:

ARTICLE I.

Sixth Series of Bonds.

Section 1. There shall be a series of bonds designated "5¼% Series due [illegible]" (herein sometimes referred to as the "Sixth Series"), each of which shall also bear the descriptive title First Mortgage Bond, and the form thereof and of any appurtenant coupons, which shall be established by Resolution of the Board of Directors of the Company, shall contain suitable provisions with respect to the matters hereinafter in this Section specified. Bonds of the Sixth Series shall mature on July 1, [illegible], and shall be issued as coupon bonds in the denomination of One Thousand Dollars, registrable as to principal, and as fully registered bonds in denominations of One Thousand Dollars and Ten Thousand Dollars and, at the option of the Company, in any multiple or multiples of One Thousand Dollars (the exercise of such option to be evidenced by the execution and delivery thereof);

BOOK 184 PAGE 577

BOOK 2151 PAGE 350

they shall bear interest at the rate of five and one-eighth per centum (5⅛%) per annum, payable semi-annually on January 1 and July 1 of each year; and the principal of and interest on each said bond shall be payable at the office or agency of the Company in the Borough of Manhattan, The City of New York, in such coin or currency of the United States of America as at the time of payment is legal tender for public and private debts. Coupon bonds of the Sixth Series shall be dated as of July 1, 1961, and fully registered bonds of the Sixth Series shall be dated as in Section 10 of the Mortgage provided.

(I) Bonds of the Sixth Series shall be redeemable either at the option of the Company or pursuant to the requirements of the Mortgage in whole at any time, or in part from time to time, prior to maturity, upon notice published as provided in Section 52 of the Mortgage once on at least four different days before the date fixed for redemption, unless notice by publication shall not be required as provided in Section 52 of the Mortgage, in which event notice shall be given by mailing, the first publication or mailing, as the case may be, to be at least thirty (30) days prior to the date fixed for redemption, at the following general redemption prices, expressed in percentages of the principal amount of the bonds to be redeemed:

General Redemption Prices

If redeemed during the 12 months period ending June 30,

1962	104.12%	1975	101.90%
1963	103.96%	1976	101.72%
1964	103.79%	1977	101.55%
1965	103.61%	1978	101.38%
1966	103.44%	1979	101.21%
1967	103.27%	1980	101.04%
1968	103.10%	1981	100.86%
1969	102.93%	1982	100.69%
1970	102.75%	1983	100.52%
1971	102.58%	1984	100.35%
1972	102.41%	1985	100.18%
1973	102.24%	1986	100.00%
1974	102.07%		

in each case, together with accrued interest to the date fixed for redemption, provided, however, that no bonds of the Sixth Series may be redeemed pursuant to this subdivision (I) prior to July 1, 1966 as part of any refunding operation involving, directly or indirectly, the incurring of indebtedness by the Company having a cost (calculated in accordance with acceptable financial practice) lower than five and [illegible] per centum ([illegible]) per annum.

(II) Bonds of the Sixth Series shall also be redeemable in whole at any time, or in part from time to time, prior to maturity, upon like notice, by the application (either at the option of the Company or pursuant to the requirements of the Mortgage) of cash deposited with the Corporate Trustee pursuant to the provisions of Section 30 or Section 64 of the Mortgage or of Section 2 hereof or with the Proceeds of Released Property; provided, however, that in the case of application of cash deposited with the Corporate Trustee pursuant to the provisions of Section 2 hereof, if the date fixed for such redemption shall be prior to January 1 of the calendar year in which such deposit of cash shall become due under the provisions of Section 2 hereof, they shall be redeemable at the general redemption prices set forth in subdivision (I) of this Section, together with accrued interest to the date fixed for redemption; and provided further, that

(1) in the case of application of cash deposited with the Corporate Trustee pursuant to the provisions of Section 2 hereof if the date fixed for such redemption shall be on or after January 1 of the calendar year in which such deposit of cash shall become due, or

(2) in the case of redemption by the application of cash deposited with the Corporate Trustee pursuant to the provisions of Section 30 or Section 64 of the Mortgage or with the Proceeds of Released Property,

they shall be redeemable at the special redemption price of the principal amount of the bonds to be redeemed, without premium, in each case, together with accrued interest to the date fixed for redemption.

BOOK 2151 PAGE 352

BOOK 184 PAGE 579

11

(III) At the option of the holder, any coupon bonds of the Sixth Series, upon surrender thereof with all unmatured coupons appertaining thereto at the office or agency of the Company in the Borough of Manhattan, The City of New York, shall (subject to the provisions of Section 12 of the Mortgage) be exchangeable for a like aggregate principal amount of fully registered bonds of the same series of authorized denominations. All such coupon bonds to be exchanged as aforesaid shall be in bearer form or, if registered, accompanied by a written instrument of transfer, if required by the Company, duly executed by the registered owner or by his duly authorized attorney. At the option of the registered owner, any fully registered bonds of the Sixth Series, upon surrender thereof, for cancellation, at said office or agency of the Company, together with a written instrument of transfer, if required by the Company, duly executed by the registered owner or by his duly authorized attorney, shall (subject to the provisions of Section 12 of the Mortgage) be exchangeable for a like aggregate principal amount of coupon bonds of the same series, with all unmatured coupons attached, or for a like aggregate principal amount of fully registered bonds of the same series of other authorized denominations.

The holder of any coupon bond of the Sixth Series may have the ownership thereof registered as to principal at the office or agency of the Company in the Borough of Manhattan, The City of New York, and such registration noted on such bond. After such registration no transfer of such bond shall be valid unless made at said office or agency by the registered owner in person or by his duly authorized attorney and similarly noted on such bond; but (subject to the provisions of Section 12 of the Mortgage) the same may be discharged from registration by being in like manner transferred to bearer and thereupon transferability by delivery shall be restored; but such bond may again from time to time be registered or transferred to bearer in accordance with the above provisions. Such registration, however, shall not affect the [illegible] coupons appertaining to such bonds, but every such [illegible] transferable by delivery merely and shall remain payable to bearer. Fully registered bonds of the Sixth Series shall be [illegible] subject to the provisions of Section 12 of the [illegible] said office or agency of the Company.

ARTICLE II.

Sinking Fund for Bonds of the Sixth Series.

SECTION 2. The Company covenants that, unless all bonds of the Sixth Series shall have ceased to be Outstanding, it will, as a sinking fund for the retirement of bonds of the Sixth Series, deliver to the Corporate Trustee an amount in cash and/or principal amount of bonds of the Sixth Series, on July 1 of each year, beginning with the year 19[illegible] to and including the year 1965, equivalent to two per centum (2%) of (A) the greatest principal amount of all bonds of the Sixth Series prior to January 1 of such year at any one time Outstanding, less (B) the aggregate principal amount of all bonds of the Sixth Series, prior to the date of such delivery or transfer, retired pursuant to the provisions of subdivision (3) or subdivision (4) of Section 61 of the Mortgage by use or application of the proceeds of insurance on, the release or other disposition of, or the taking by eminent domain of, property, or pursuant to the provisions of Section 64 of the Mortgage, and less (C) the aggregate principal amount of bonds the right to the authentication and delivery of which (on the basis of the retirement of bonds of the Sixth Series) shall have been waived prior to such delivery of cash or bonds pursuant to the provisions of clause (c) of subdivision (4) of Section 59 of the Mortgage as the basis of the release of property or pursuant to the provisions of subdivision (2) of Section 61 of the Mortgage as the basis of the withdrawal of cash representing proceeds of insurance on, the release or other disposition of, or the taking by eminent domain of, property.

For the purposes of the first paragraph of this Section the term "Outstanding" shall not include bonds of the Sixth Series pledged to secure indebtedness of the Company and not at any time otherwise issued by the Company.

The Company, at its option (as evidenced by a written order of its Treasurer or an Assistant Treasurer delivered to the Corporate Trustee [illegible] such credit), shall be credited against any of the requirements of this Section with the aggregate principal amount of any bond(s) of the Sixth Series (a) which are not then being and have not theretofore been delivered to meet the requirements of this

Section, (b) which have been purchased or redeemed and canceled or for the purchase or redemption of which moneys in the necessary amount shall be held by the Corporate Trustee with irrevocable direction so to apply the same (provided that any such purchase or redemption shall have been, or is to be, effected otherwise than with cash deposited under the provisions of Section 64 of the Mortgage or with cash which, after giving effect to the provisions of Section 61 of the Mortgage, is then deemed to be or to have been Funded Cash, and, in the case of redemption, the notice required therefor shall have been given or have been provided for to the satisfaction of the Corporate Trustee) and (c) which have not theretofore been made the basis under any of the provisions of the Mortgage for the authentication and delivery of bonds, the withdrawal of cash or the release of property or the basis of a credit under the provisions of this Section (subject to the provisions of Sections 59 and 61 of the Mortgage, permitting the revocation of the waiver of the right to the authentication and delivery of bonds).

Except as hereinafter specifically prohibited by this paragraph, and notwithstanding any other provisions of this Fifth Supplemental Indenture, (I) the Company shall be permitted from time to time to anticipate in whole or in part the requirements of this Section becoming due on July 1 of the then current year or any subsequent year or years, by depositing cash and/or a principal amount of bonds of the Sixth Series with the Corporate Trustee in full satisfaction or in partial satisfaction of the requirements of this Section, and (II) any cash deposited under this Section, whether in full satisfaction or in partial satisfaction of the requirements of this Section and whether becoming due on July 1 of the then current year or of a subsequent year, shall be applied by the Corporate Trustee from time to time, as the Company may request,

(1) so long as any bond of the Sixth Series is in bearer form not registered as to principal, to the purchase of bonds of the Sixth Series at the price or prices most favorable to the Company [illegible] of the Corporate Trustee, at public [illegible] advertising in a Daily News- [illegible], and of general circulation [illegible] the City of New York, provided, [illegible] purchased at such price (includ-

ing accrued interest and brokerage) that the cost thereof to the Company will exceed the cost of redeeming such bonds on a date forty (40) days after the date of such purchase (including premium, if any, and accrued interest from the interest date next preceding the date of purchase to such redemption date in such case);

(2) so long as all bonds of the Sixth Series are in fully registered form, or in bearer form registered as to principal, to the purchase of bonds of the Sixth Series, at private sale, provided, however, that the Corporate Trustee, before making any purchase of bonds as provided in this clause (2), shall by mail notify all registered owners of bonds of the Sixth Series of the amount of cash to be applied to the purchase of such bonds and request tenders of bonds by a specified date, and on or after such date the Corporate Trustee, to the extent, as nearly as is possible, of the cash so to be applied, shall purchase the bonds so tendered at the price or prices most favorable to the Company but not exceeding the maximum price specified above and, if more bonds are offered at any specified price than there is cash then available to purchase the same, the Corporate Trustee shall prorate its purchases of bonds at such price as nearly as may be practicable between the owners of bonds offered at such price in proportion to the principal amounts of bonds of the Sixth Series registered in the names of the owners offering bonds at such price, or

(3) to the redemption of bonds of the Sixth Series;

provided, however, that if moneys in excess of the sum of Fifty Thousand Dollars ($50,000) deposited with the Corporate Trustee pursuant to this Section (except moneys which theretofore have been set aside to be applied to the purchase of bonds so tendered or to the redemption of bonds called for redemption) shall have remained on deposit for a period of six calendar months, such moneys so remaining on deposit shall forthwith thereafter be applied by the Corporate Trustee to the redemption of bonds of the Sixth Series; and provided further that, unless consented to by the holders of a majority in principal

BOOK 2151 PAGE 356

BOOK 184 PAGE 583

amount of bonds of the Sixth Series Outstanding at the time of such consent, the Company may not deposit cash prior to July 1, 1966, in anticipation of the requirements of this Section, if the cash so deposited represents a part of a refunding operation, involving, directly or indirectly, the incurring of indebtedness by the Company having a cost (calculated in accordance with acceptable financial practice) lower than five and two-tenths per centum (5.2%) per annum.

For all purposes of the Mortgage (including all calculations thereunder), so long as any bonds of the Sixth Series remain Outstanding, as defined in Section 2 of the Mortgage:

(I) any cash deposited under the provisions of this Section shall be deemed to be Funded Cash;

(II) any bonds of the Sixth Series delivered to the Corporate Trustee pursuant to the provisions of this Section shall, after such delivery, be deemed to have been retired by the use of Funded Cash; and

(III) with respect to all credits taken under this Section on the basis of the purchase or redemption of bonds of the Sixth Series, it shall be deemed that a credit has been taken under the Mortgage on the basis thereof.

Any bonds issued under the Mortgage, delivered to, deposited with or purchased or redeemed by, the Corporate Trustee pursuant to the provisions of this Section, shall forthwith be canceled by the Corporate Trustee.

The Company shall forthwith from time to time on demand of the Corporate Trustee make further payments pursuant to the provisions of this Section on account of accrued interest, brokerage and premium, if any, on bonds of the Sixth Series purchased or redeemed or then to be purchased or redeemed but not in excess of,

(AA) the aggregate cost for principal, interest, brokerage and [illegible] of all bonds theretofore, or then to be, purchased [illegible] pursuant to the provisions of this Section;

after deducting therefrom

(iii) the aggregate principal amount of all bonds theretofore, and of all bonds then to be, purchased and/or redeemed pursuant to the provisions of this Section plus the aggregate of all such further payments theretofore made pursuant to the provisions of this Section on account of accrued interest, brokerage and/or premium, if any.

ARTICLE III.

Miscellaneous Provisions.

SECTION 3. Subject to the amendments provided for in this Fifth Supplemental Indenture, the terms defined in the Mortgage, as heretofore supplemented, shall, for all purposes of this Fifth Supplemental Indenture, have the meanings specified in the Mortgage, as heretofore supplemented.

SECTION 4. Section 65 of the Mortgage, as amended, is hereby further amended by inserting the words "and subject to the provisions of Section 2 of the Fifth Supplemental Indenture dated as of July 1, 1961", after the words "February 1, 1960".

SECTION 5. The Trustees hereby accept the trusts hereby declared, provided, created or supplemented, and agree to perform the same upon the terms and conditions herein and in the Mortgage, as heretofore supplemented, set forth, including the following:

The Trustees shall not be responsible in any manner whatsoever for or in respect of the validity or sufficiency of this Fifth Supplemental Indenture or for or in respect of the recitals contained herein, all of which recitals are made by the Company solely. In general each and every term and condition contained in Article XVII of the Mortgage shall apply to and form part of this Fifth Supplemental Indenture with the same force and effect as if the same were herein set forth in full, with such omissions, variations and insertions, if any, as may be appropriate to make the same conform to the provisions of this Fifth Supplemental Indenture.

SECTION 6. Whenever in this Fifth Supplemental Indenture any of the parties hereto is named or referred to, this shall, subject to the provisions of Articles XVI and XVII of the Mortgage, be deemed to include the successors or assigns of such party, and all the covenants and agreements in this Fifth Supplemental Indenture contained by or on behalf of the Company or by or on behalf of the Trustees shall bind and inure to the benefit of the respective successors and assigns of such parties whether so expressed or not.

SECTION 7. Nothing in this Fifth Supplemental Indenture, expressed or implied, is intended, or shall be construed, to confer upon, or to give to, any person, firm or corporation, other than the parties hereto and the holders of the bonds and coupons outstanding under the Mortgage, any right, remedy, or claim under or by reason of this Fifth Supplemental Indenture or any covenant, condition, stipulation, promise or agreement hereof, and all the covenants, conditions, stipulations, promises and agreements by or on behalf of the Company as set forth in this Fifth Supplemental Indenture shall be for the sole and exclusive benefit of the parties hereto, and of the holders of the bonds and of the coupons outstanding under the Mortgage.

SECTION 8. This Fifth Supplemental Indenture has been executed in several identical counterparts, each of which shall be an original and all of which shall constitute but one and the same instrument.

IN WITNESS WHEREOF, Northwest Natural Gas Company, party hereto of the first part, has caused its corporate name to be hereunto affixed, and this instrument to be signed and sealed by its President or one of its Vice Presidents, and its corporate seal to be attested by its Secretary or one of its Assistant Secretaries for and in its behalf on the 28th day of July, 1961, as of July 1, 1961; Bankers Trust Company, one of the parties hereto of the second part, has caused its corporate name to be hereunto affixed, and this instrument to be signed and sealed by one of its Vice Presidents and its corporate seal to be attested by one of its Assistant Secretaries; and J. C. Kennedy, one of the portion hereto of the second part, has hereunto set his hand and affixed his seal, all in The City of New York, on the 21st day of July, 1961, as of July 1, 1961.

Mountaineer Natural Gas Company,

By [illegible]
President.

Attest:
L. M. [illegible]
Assistant Secretary.

BOOK 184 PAGE 586

Signed, sealed and delivered by Mountaineer Natural Gas Company in the presence of:

[illegible]
John M. Stewart

Bankers Trust Company, as Trustee,

By [illegible]
Vice President.

Attest:
[illegible]
Assistant Secretary.

Signed, sealed and delivered by Bankers Trust Company in the presence of:

[illegible]
J. R. Watson

[illegible] (L.S.)
J. C. [illegible], as Trustee.

Signed, sealed and delivered by J. C. [illegible] in the presence of:

[illegible]
J. R. Watson

20

State of New York }
County of New York } ss.:

July [illegible], A. D. 1961.

Before me personally appeared C. H. Gueffroy, who, being duly sworn, did say that he is President of Northwest Natural Gas Company 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.

On this [illegible] day of July, 1961, before me personally appeared C. H. Gueffroy, to me known to be President of Northwest Natural Gas Company, 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.

Margaret A. [illegible]
Notary Public

MARGARET A. [illegible]
Notary Public, State of New York
No. [illegible]
Qualified in New York County
Commission Expires March 30, [illegible]

Residing at New York, N. Y.

LIBER 2151 PAGE 361

BOOK 184 PAGE 588

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

July 21st, A. D. [illegible].

Before me personally appeared W. McKinley, who, being duly sworn, did say that he is a Vice President of Bankers Trust Company 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.

On this 21st day of July, [illegible], before me personally appeared W. McKinley, to me known to be a Vice President of Bankers Trust Company, 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.

Bernard A. Feeney
Notary Public

BERNARD A. FEENEY
Notary Public, State of New York
No. [illegible]
Qualified in Queens County
Certificate filed in New York County
Commission Expires March 30, [illegible]
Residing at Flushing, N. Y.

2151 PAGE 362

BOOK 184 PAGE 589

State of New York } ss.:
County of New York }

July 21st, A. D. [illegible]

Before me personally appeared the above-named J. C. Kennedy and acknowledged the foregoing instrument to be his voluntary act and deed.

On this day personally appeared before me J. C. Kennedy 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 July, 1961.

[signature]

Notary Public

[illegible] A. [illegible]
Notary Public, State of New York
[illegible]
Qualified in Queens County
Certificate filed in New York County
Commission Expires [illegible]

Residing at Flushing, N. Y.

2151 [illegible] 363

State of New York, } ss.:
County of New York }

C. H. [illegible], being duly sworn, deposes and says that he is President of [illegible], the Mortgagor named in the foregoing instrument, and makes this affidavit for and on its behalf; that said instrument is made in good faith, and without any design to hinder, delay, or defraud creditors.

C. H. [illegible]

Subscribed and sworn to before me this [illegible] day of July, [illegible]. }

[illegible]
Notary Public
[illegible]
Notary Public, State of New York
[illegible]
Residing in New York, N. Y.

BOOK 184 PAGE 596

[illegible] COHN [illegible]

STATE OF OREGON
COUNTY OF MULTNOMAH } SS

I do hereby certify that the foregoing copy of Fifth Supplemental Indenture

has been by me compared with the original, and that it is a correct transcript therefrom, and the whole of such original, as the name appears on file and of record in our office and in our care and custody. IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed our seal this 6th day of November 1998

Book: 2151 Page: 342-363

Recorded: August 8th 1961

MULTNOMAH COUNTY RECORDING DEPT.

BY: [illegible]
DEPUTY