

FIFTEENTH AMENDMENT TO LIMITED ACCESS AGREEMENT

This Amendment ("Fifteenth Amendment"), made this ___ day of March, 2023, modifies the Limited Access Agreement dated July 26, 2001, and the First, Second, Third, Fourth, Fifth, Sixth, Seventh, Eighth, Ninth, Tenth, Eleventh, Twelfth, Thirteenth and Fourteenth Amendments to the Limited Access Agreement dated December 8, 2004; July 12, 2005; August 23, 2007; November 28, 2007; April 10, 2008; December 30, 2008; June 19, 2009; September 2, 2010; February 16, 2012; March 16, 2012; September 24, 2012; December 11, 2015; March 5, 2019; and October 11, 2019 respectively, between Siltronic Corporation ("Siltronic") and Northwest Natural Gas (now known as "NW Natural"), as follows:

RECITALS

A. Pursuant to the Limited Access Agreement and the First through Fourteenth Amendments to the Limited Access Agreement identified above, each of which is incorporated by reference as if it has been fully set forth herein, Siltronic agrees to provide NW Natural access to certain real property located at 7200 Northwest Front Avenue, Portland, Oregon ("the Property"), for certain purposes related to environmental work as specified in various work plans relating to Oregon Department of Environmental Quality ("DEQ") Order Requiring Remedial Investigation and Source Control Measures No. ECVC-NWR-00-27, dated October 4, 2000 ("the Joint Order"), NW Natural's Voluntary Agreement with DEQ (No. WMCVC-NWR-94-13 dated August 8, 1994, as amended July 19, 2006) ("Voluntary Agreement"), and the Administrative Settlement Agreement and Order on Consent for Removal Action, EPA CERCLA Docket No. 10-2009-0255, entered on September 19, 2009, with the United States Environmental Protection Agency (the "Administrative Order"). Prior Amendments referred additionally to the Participation and Interim Cost Sharing Agreement ("Cost Sharing Agreement") between NW Natural and Siltronic dated September 1, 2009; however, the Cost Sharing Agreement was terminated effective December 31, 2015, and therefore is no longer operable.

B. Siltronic now agrees to authorize NW Natural to conduct additional activities on the Property, as identified below and described in detail in the *Revised Additional Depth of Contamination Characterization Addendum within the Gasco Sediments Site Project Area* (the DOC Addendum) submitted to EPA on March 1, 2023, which is incorporated herein by reference.

C. The DOC Addendum was prepared under the EPA Administrative Order and the 2009 Statement of Work for the Gasco Sediments Site and was approved by EPA in an email dated March 20, 2023.

D. The approved DOC Addendum, requires that NW Natural access the Property to collect three angled riverbank borings along the top of the Siltronic riverbank ("the Work"). Details of the sample collection, processing, handling, and abandonment procedures to be followed during the collection of samples from the riverbank angled borings are presented in the DOC Addendum. The estimated locations of these riverbank angled borings are illustrated in Figure 2 of the DGWP.

AGREEMENT

NOW, THEREFORE, in consideration of the mutual covenants and promises contained herein, the Limited Access Agreement, as amended by the First through Fourteenth Amendments to the Limited Access Agreement, is hereby amended to include the provisions and changes of this Fifteenth Amendment to the Limited Access Agreement. All other terms of the Limited Access Agreement as amended by the First through Fourteenth Amendments to the Limited Access Agreement not inconsistent herewith remain in full force and effect.

1. The activities identified and authorized in Recitals B and D (referred to hereinafter as the “Fifteenth Amendment Work Plan”) are included in the definition of the term “Work Plan” in the Limited Access Agreement.
2. Paragraph 4 of the Limited Access Agreement is hereby modified to grant access to NW Natural and its contractors for the Work described in Recitals B and D, or similar activities as may be directed or approved by EPA based upon field conditions, to this Fifteenth Amendment and the Fifteenth Amendment Work Plan and documents incorporated by reference hereto.
3. All other terms and conditions of the Limited Access Agreement and subsequent amendments to the Limited Access Agreement, including but not limited to paragraphs 3 – 5 of the Fourteenth Amendment, remain in full force and effect and apply to any work authorized by this Fifteenth Amendment. This includes, but is not limited to, NW Natural’s agreement to comply with all federal, state, and local laws and regulations regarding remediation waste generation, handling, accumulation, storage, and disposal, and its agreement to manage all hazardous waste generated and accumulated through installation, operation, monitoring, and decommissioning of wells, structures, or piping on the Siltronic property using NW Natural's EPA identification number. In addition, the Routine Access, Emergency Access, and Notice procedures set forth in paragraph 3 of the Twelfth Amendment remain unchanged.

4. Paragraph 11 of the Limited Access Agreement shall be modified to indicate that Siltronic's designee for all Notices shall be Traci Parker, Siltronic Environmental Engineer. Traci Parker's contact information is as follows:

Traci Parker, Environmental Engineer
traci.parker@siltronic.com
(503) 219-4437
Siltronic Corporation
7200 NW Front Avenue
Portland, OR 97210-3676


The parties have executed this Agreement as of the date first set forth above.

NW NATURAL



By _____
Its Environmental Manager

SILTRONIC CORPORATION


By _____
Its ENVIRONMENTAL ENGINEER

