

Certification of Copy

STATE OF NEVADA {
COUNTY OF CLARK { ss.

I, PAULE HORN, the duly elected, qualified and acting Recorder of Clark County, in the State of Nevada, do hereby certify that the attached is a true, full and correct copy of the original First Supplemental Indenture -
v between Southwest Gas Corporation and Union Bank and Trust
Co. of Los Angeles, as Trustee. With the following
exceptions -- (See reverse side)

now on record in Book 121 of Official Records as
Instrument No. 99920 in this office.

IN WITNESS WHEREOF, I have hereunto set my hand
and affixed the seal of my office, in Las Vegas,
Nevada, this Twenty-seventh day of
January A.D. 19 64

PAULE HORN, County Recorder

By Shirley Anne Darden
Deputy

(SEAL)



EXCEPTIONS:

- Cover Page - Recorded copy has "Exhibit A" at bottom of page.
- Page 2 - Notations in left margin not shown on recorded copy.
- Page 4 - Notations in bottom left margin and the number II lower center of page not shown on recorded copy.
- Page 5 - Notations top of page and in left margin, also the number III, not shown on recorded copy.

This Indenture Is, Among Other Things, a Mortgage of Chattels

SOUTHWEST GAS CORPORATION

TO

UNION BANK & TRUST CO. OF LOS ANGELES

As Trustee

FIRST SUPPLEMENTAL INDENTURE

Dated: April 7, 1955

Supplemental to Indenture of Mortgage and Deed of Trust Dated 1 June 1951

INDENTURE, dated April 7, 1955,
between SOUTHWEST GAS CORPORATION, a corporation organized and existing under the laws of the State of California (hereinafter called the "Company") having its principal office at No. 127 East Main Street, City of Barstow, State of California, party of the first part, and UNION BANK & TRUST CO. OF LOS ANGELES, a corporation organized and existing under the laws of the State of California (hereinafter called the "Trustee") having its principal office at No. 760 South Hill Street, Los Angeles, California, party of the second part.

WHEREAS, the Company has heretofore executed and delivered to the Trustee its Indenture of Mortgage and Deed of Trust dated 1 June 1951 (hereinafter sometimes called the "Original Indenture") to secure the payment of the principal of and the interest and premium (if any) on all bonds at any time issued and outstanding thereunder, and to declare the terms and conditions upon which bonds are to be issued thereunder, and

WHEREAS, bonds in the aggregate principal amount of Four Hundred Thousand Dollars (\$400,000) have heretofore been issued under and in accordance with the terms of the Original Indenture, as an initial series designated "First Mortgage Bonds, 4% Series due 1973", herein sometimes called "1973 Series Bonds" of which \$375,000.00 in principal amount are outstanding at the date hereof; and

WHEREAS, the Original Indenture further provides that the Company and the Trustee may enter into an indenture supplemental to the Original Indenture to convey, transfer and assign unto the Trustee and to subject to the lien of the Indenture (the term "Indenture" and other terms used herein having the meanings assigned thereto in the Original Indenture, except as herein expressly modified) additional properties acquired by the Company, and to cure any ambiguity or to cure, correct or supplement any defect or inconsistent provision contained in the Indenture; and

WHEREAS, the Company, in the exercise of the powers and authority conferred upon and reserved to it under the provisions of the Original Indenture and pursuant to appropriate resolutions of its Board of Directors, has duly resolved and determined to make, execute and deliver to the Trustee a First Supplemental Indenture in the form hereof for the purposes herein provided; and

WHEREAS, all conditions and requirements necessary to make this First Supplemental Indenture a valid, binding and legal instrument have been done, performed and fulfilled and the execution and delivery hereof have been in all respects duly authorized;

NOW, THEREFORE, THIS INDENTURE WITNESSETH:

SOUTHWEST GAS CORPORATION, by way of further assurance and in consideration of the premises and of the acceptance by the Trustee of the trusts hereby created and of One (\$1.00) Dollar to it duly paid by the Trustee at or before the ensembling and delivery of these presents, the receipt whereof is hereby acknowledged, and in order to secure the payment of the principal of and any premium which may be due and payable on and the interest on all Bonds at any time issued and outstanding under the Original Indenture, as supplemented by this First Supplemental Indenture and all other indentures supplemental thereto, according to their tenor and effect, and the performance and observance by the Company of all the covenants and conditions herein and therein contained, has executed and delivered these presents and has granted, bargained, sold, warranted, aliened, remised, released, conveyed, confirmed, assigned, transferred, mortgaged, pledged and set over, and by these presents does grant, bargain, sell, warrant, alien, remise, release, convey, confirm, assign, transfer, mortgage, pledge and set over, unto the Trustee, party of the second part, and to its successors in the trust hereby created and assigns forever, all of the property, real, personal and mixed, now owned by the Company, situated in SAN BERNARDINO COUNTY, in the STATE OF CALIFORNIA, or elsewhere (except the property expressly excepted from the lien of the Indenture by the terms of the Indenture) and also all of the property, real, personal and mixed, hereafter acquired by the Company wherever situate (except the property hereinafter expressly excepted from the lien of the Indenture by the terms of the Indenture), including both as to property now owned and property hereafter acquired (without in any wise limiting or impairing by the enumeration of the same scope and intent of the foregoing or of any general description contained in the Indenture):

Exhibit 3

All pipe lines of the Company, located in the State of California, including all transmission lines and lateral lines, together with all easements and rights of way for constructing, maintaining, replacing and operating the same, and all pipes, structures, valves, regulators, meters, machinery, fixtures, equipment and apparatus comprising or appurtenant to said transmission lines and lateral lines (except the property specifically excepted from the Lien of the Indenture by the terms of the Indenture); including the following (without in any wise limiting or impairing by the enumeration of the same the scope and intent of the foregoing or of any general description contained in the Indenture):

Barstow - Nebo Line

Centerline location of 4-1/2" O. D. gas pipeline lying in Sections 7, 8, 9, 10 and 18, Township 9 North, Range 1 West,

San Bernardino Base and Meridian, in the County of San Bernardino, State of California, described as follows:

Commencing at North 1/4 Corner of Section 18, thence Easterly along North line of Section 18, 437.0 to point of beginning, thence North 0°03'10" East, 39.60' to the beginning of a curve concave easterly and having a radius of 2100', thence Southerly along said curve 641.41'; thence South 17°21'50" East, 722' to the Southerly terminus of this line. Also, commencing at South 1/4 corner Section 7, thence Easterly along South line of Section 7, 437.0' to point of beginning, thence North 0°03'10" East to a point, said point being 8' South of the North line of Section 7, and 388' Easterly from North and South centerline of Section 7, thence Easterly, parallel to and distant 8' South of the North line of Section 7 to the East line of Section 7; thence continuing Easterly, parallel to and distant 8' South of North line of Section 7 to a point 3' Easterly and 8' Southerly of the Northwest corner of Northeast 1/4 of Northeast 1/4 of Section 8; thence Southerly parallel to and distant 8' East of West line of said Northeast 1/4 of Northeast 1/4 to a point 8' Easterly and 3' Northerly of the Southwest corner of Northeast 1/4 of Northeast 1/4; thence Easterly, parallel to and distant 8' North of South line of Northeast 1/4 of Northeast 1/4 to a point, said point being 190' West of the East line of Section 8; thence Southeast 240', more or less, to a point on East line of Section 8, said point being Southerly 1516.35' from the Northeast corner of Section 8, thence bearing South 63°58' East from the West line of Section 9, 762.02'; thence bearing Right 27°27', 510' more or less to a point 8' West of West line of Tract 2876 as recorded in Book 39 of Maps at page 74, records of San Bernardino County; thence Southerly, parallel to and distant 8' West of West line Tract 2876, as aforementioned, 223'; thence Southeasterly, parallel to and distant 5724' from the Southerly line of Tract 2876 and its Southeasterly prolongation, to a point 8' East of the North and South centerline of Section 10; thence Northerly and parallel to said North and South centerline of Section 10, 230', more or less, to a point, said point being 22.0' Southwesterly and normal to the South R/W line of U. S. Highway No. 66, said R/W being 80' in width, thence Southeasterly and parallel to said South R/W line of U. S. Highway No. 66, to the intersection with the East line of Section 10, said point being the most easterly terminus of this line.

Hawes - Victorville Line

Beginning at a point 1500' South and 2400' West of the Northeast corner of Section 25, Township 10 North, Range 5 West, San Bernardino Base and Meridian, thence Southeasterly to a point lying on the East line and 100' North of the South line, of said Section 25; thence continuing Southeasterly to a point on the "Harper Lake Road" said road lying along and 200 feet West of the East line of Section 31, Township 10 North, Range 4 West, San Bernardino Base and Meridian, thence Southerly 50, 160 feet more or less along the Easterly right of way of Harper Lake Road to the East West centerline of Section 13, Township 8 North, Range 4 West, San Bernardino Base and Meridian, thence Westerly to the West 1/4 corner of said Section 19; thence Southerly to the Southwest corner of Section 31, Township 8 North, Range 4 West, San Bernardino Base and Meridian; thence Southwesterly to a point lying on the West line, and 1000' South of the North line, of Section 12, Township 7 North, Range 5 West, San Bernardino Base and Meridian; thence Southerly 51, 000' more or less to a point 100' North of the Southwest corner of Section 25, Township 6 North, Range 5 West, San Bernardino Base and Meridian; thence Easterly along the county road to U. S. Highway No. 66; thence Southeasterly along the Westerly Right of Way of said U. S. Highway No. 66 to the centerline of First Street in the Town of Victor as recorded in Map Book 8 at Page 35, records of San Bernardino County, State of California, to the terminus of this Right of Way.

II

All gas distribution and gas transmission systems of the Company, all buildings, erections, structures, generating and purifying apparatus, holders, engines, boilers, benches, retorts, tanks, pipe lines, connections, service pipes, meters, regulators, conduits, tools, instruments, appliances, apparatus, facilities, machinery, fixtures, and all other property used or provided for use in the construction, maintenance, repair or operation of such distribution and transmission systems, together with all the certificates, rights, privileges, rights of way, franchises, licenses, easements, grants, liberties, immunities, permits of the Company, howsoever conferred or acquired, under, over, or upon any private property or any public streets or highways within as well as without the corporate limits of any municipal corporation (except the property specifically excepted from the Lien of the Indenture by the terms of the Indenture).

INSERT
4

INSERT 5

III

All gas generating plants, gas storage plants and gas manufacturing plants of the Company, all the buildings, erections, structures, generating and purifying apparatus, holders, engines, boilers, benches, re-torts, tanks, instruments, appliances, apparatus, facilities, machinery, fixtures, and all other property used or provided for use in the generation, manufacturing and purifying of gas, together with the land on which the same are situated, and all other lands and easements, rights of way, permits, privileges, and sites forming a part of such plants or any of them or occupied, enjoyed or used in connection therewith (except the property specifically excepted from the Lien of the Indenture by the terms of the Indenture).

IIFRANCHISES

All and singular, the franchises, grants, permits, immunities, privileges, and rights of the Company owned and held by it at the date of the execution hereof or hereafter acquired for the construction, maintenance, and operation of the gas plants and systems now owned or hereafter acquired by the Company, as well as all certificates, franchises, grants, permits, immunities, privileges, and rights of the Company used or useful in the operation of the property now or hereafter mortgaged hereunder, including all and singular the franchises, grants, immunities, privileges, and rights of the Company granted by the governing authorities of any cities and towns, or other municipalities or political subdivisions, and all renewals, extensions and modifications of said certificates, franchises, grants, permits, privileges, and rights.

IIICONTRACTS

All contracts relating to the purchase of natural gas by the Company.

IVFURTHER PROPERTY CONVEYED TO TRUSTEE

All property, including Excepted Property, which may from time to time after the date of this First Supplemental Indenture be delivered, or which may by writing of any kind be conveyed, pledged, assigned or transferred, to the Trustee by the Company or by any person or corporation to be held as part of the Trust Estate, as hereinafter defined; and the Trustee is hereby authorized to receive any such property, and any such conveyance, pledge, assignment or transfer, as and for additional security hereunder, and to hold and apply any and all such property subject to and in accordance with

the terms of the Indenture.

V

TOGETHER WITH all and singular the tenements, hereditaments and appurtenances belonging or in any wise appertaining to the aforesaid property, or any part thereof, with the reversion and reversions, remainder and remainders, rents, issues, income and profits thereof, and all the estate, rights, title, interest and claim whatsoever, at law or in equity, which the Company now has or which it may hereafter acquire in and to the aforesaid property and every part and parcel thereof.

TO HAVE AND TO HOLD the property and franchises hereby conveyed and assigned, or intended so to be, unto the Trustee and its successors in the trust forever;

Subject, however, as to property hereby conveyed, to Permitted Encumbrances;

BUT IN TRUST NEVERTHELESS, under and subject to the terms and conditions set forth in the Indenture, for the equal pro rata benefit and security of each and every the persons and corporations who may be or become the holders of the Bonds and coupons hereby secured, without preference, priority or distinction as to lien or otherwise of one Bond or coupon over or from the others by reason of priority in the issue or negotiation thereof, or by reason of the date of maturity thereof, or otherwise (except as any sinking, amortization, improvement, renewal or other analogous fund, established in accordance with the provisions of the Indenture, may afford additional security for the Bonds of any particular series and except as provided in Section 12.01 of the Original Indenture), and for securing the observance and performance of all the terms, provisions and conditions of the Indenture.

UPON CONDITION that, if the Company, its successors and assigns, shall pay or cause to be paid the principal of and interest and premium, if any, on said Bonds or shall provide as permitted hereby for the payment thereof by depositing with the Trustee the entire amount due or to become due thereon for principal, interest and premium, if any, and shall comply with the provisions of Article XVI of the Original Indenture, and if the Company shall also pay or cause to be paid all other sums payable under the Indenture by it, and shall strictly observe and perform all of the terms, provisions and conditions of the Indenture, then the Indenture and the estate and rights granted under the Indenture shall cease, determine and be void, otherwise to be and remain in full force and effect.

THIS INDENTURE FURTHER WITNESSETH, that the Company

has agreed and covenanted, and hereby does agree and covenant with the Trustee and its successors and assigns and with the respective holders from time to time of the Bonds and coupons, or any thereof, as follows:

ARTICLE I

Certain Amendments of Original Indenture.

The Original Indenture be and it hereby is amended in the following respects, the section numbers specified below being the sections of the Original Indenture in which such amendments occur.

Section 1.08. Clause (e) of Section 1.08 be and it hereby is amended to read as follows:

"(e) All Property Additions to the extent that the same shall have been substituted for Funded Property in the exercise by the Company of any right which it may have to apply the proceeds of insurance (or of property sold or otherwise disposed of in accordance with the provisions of Section 11.01) to the acquisition of such substituted property without depositing such proceeds with the Trustee."

Section 8.10. Section 8.10 be and it hereby is amended to read as follows:

"If the Company shall fail to perform any of the covenants contained in Section 8.05 or Section 8.08, the Trustee may make advances to perform the same in its behalf, but, except as otherwise required by Section 15.01, shall be under no obligation so to do; and all sums so advanced shall be at once repayable by the Company, and shall bear interest at six (6%) percent per annum until paid, and shall be secured hereby, having the benefit of the lien hereby created in priority to the Bonds and coupons issued hereunder, but no such advance shall be deemed to relieve the Company from any default hereunder."

Section 11.02. The words "other than cash held by the Trustees or the contract referred to in Clause V of the Granting Clauses)" in the first Paragraph of Section 11.02 be and they hereby are amended to read: "(other than cash held by the Trustee or the contracts referred to in Clause III of the Granting Clauses)".

ARTICLE II

Miscellaneous.

Section 2.1. The Company is lawfully seized and possessed of all the real estate, franchises and other property described or referred to in the In-

denture as presently mortgaged, subject to the exceptions stated therein, such real estate, franchises and other property are free and clear of any lien prior to the lien of the Indenture except as set forth in the granting clauses of the Indenture and the Company has good right and lawful authority to mortgage the same as provided in and by the Indenture.

Section 2.2. The Trustee assumes no duties, responsibilities or liabilities by reason of this First Supplemental Indenture other than as set forth in the Original Indenture, and this First Supplemental Indenture is executed and accepted by the Trustee subject to all the terms and conditions of its acceptance of the trust under the Original Indenture, as fully as if said terms and conditions were herein set forth at length.

Section 2.3. The terms used in this First Supplemental Indenture shall have the meanings assigned thereto in the Original Indenture. Reference by number in this First Supplemental Indenture to Articles or Sections shall be construed as referring to Articles and Sections contained in the Original Indenture, unless otherwise stated.

Section 2.4. This First Supplemental Indenture may be simultaneously executed in any number of counterparts and all said counterparts executed and delivered each as an original shall constitute but one and the same instrument.

IN WITNESS WHEREOF, SOUTHWEST GAS CORPORATION, party of the first part, has caused these presents to be signed in its corporate name by its President and sealed with its corporate seal, attested by its Secretary, and UNION BANK & TRUST CO. OF LOS ANGELES, party of the second part, has caused these presents to be signed in its corporate name by one of its Vice Presidents and sealed with its corporate seal attested by its Secretary or one of its Assistant Secretaries.

A T T E S T:


Secretary

SOUTHWEST GAS CORPORATION

By 
President

Signed, sealed and delivered by SOUTHWEST GAS CORPORATION in the presence of:

A T T E S T:


Assistant Secretary

UNION BANK & TRUST CO. OF LOS ANGELES

By 
Vice President

Signed, sealed and delivered by UNION BANK & TRUST CO. OF LOS ANGELES in the presence of:

STATE OF CALIFORNIA)
COUNTY OF LOS ANGELES) ss.

On this 7th day of April A. D.,
1955, before me, Florence Pitts, a Notary Public in
and for the said County and State, residing therein, duly commissioned and
sworn, personally appeared H. G. LAUB, known to me to be the President
of SOUTHWEST GAS CORPORATION, one of the corporations that executed
the within instrument and acknowledged to me that such corporation executed
the same.

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

Florence Pitts
Notary Public in and for said County
and State,
My Commission Expires Sept. 30, 1955

STATE OF CALIFORNIA)
COUNTY OF LOS ANGELES) ss.

On this 11th day of April A. D.,
1955, before me, Florence Pitts, a Notary Public in
and for said County and State, residing therein, duly commissioned and sworn,
personally appeared S. B. BURHAM, known to me to be the
Vice President of UNION BANK & TRUST CO. OF LOS ANGELES, one
of the corporations that executed the within instrument and acknowledged to me
that such corporation executed the same.

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

Florence Pitts
Notary Public in and for said County
and State,
My Commission Expires Sept. 30, 1955

FILE NO. 23558
Filed for record at the request of J. M. Miller
February 3, 1961 at 28 minutes past 1 P M. Recorded in
Book 3 of Official Records, page 112, Records of EUREKA
COUNTY, NEVADA.
Fee \$ 11

William A. Lee
Recorder