

# Certification of Copy

STATE OF NEVADA }  
COUNTY OF CLARK } ss.

I, PAUL E. 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 Third Supplemental Indenture between Southwest Gas Corporation and Union Bank & Trust Co. of Los Angeles, Resigning Trustees, Bank of America National Trust and Savings Association, Trustees, C.F. Felt Individual Trustee. With the following exceptions:

(See Reverse Side)  
now on record in Book 123 of Official Records as  
Instrument No. 101194 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

PAUL E. HORN, County Recorder

By Shirley Anne Darden  
Deputy

(SEAL)





## EXCEPTIONS:

- Page 6 - Notations in left margin not shown on recorded copy.
- Page 10 - Notations in left margin not shown on recorded copy.
- Page 12 - Underlined words in last paragraph not shown on recorded copy.
- Page 16 - Underlined words in last paragraph not shown on recorded copy.
- Page 19 - Notations at top of page not shown on recorded copy.
- Page 43 - Printed names do not appear under signatures on recorded copy.



This Indenture is, among other things, a mortgage of chattels.

SOUTHWEST GAS CORPORATION,  
UNION BANK & TRUST CO. OF LOS ANGELES

AND

BANK OF AMERICA NATIONAL TRUST  
AND SAVINGS ASSOCIATION

AND

C. F. FELT  
As TRUSTEES

**Third Supplemental Indenture**

*Dated: February 1, 1957*

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

**First Mortgage Bonds, 4 $\frac{1}{4}$ % Series due 1979  
First Mortgage Bonds, 5% Convertible Series due 1981**



This Indenture is, among other things, a mortgage of chattels.

**INDENTURE**, dated February 1, 1957, between **SOUTHWEST GAS CORPORATION** (formerly named Southwest Gas Corporation, Ltd.), a corporation duly organized and existing under the laws of the State of California (hereinafter called the "Company") having its principal office at No. 522 South Figueroa Street, Los Angeles 17, State of California, party of the first part, **UNION BANK & TRUST CO. OF LOS ANGELES**, a corporation organized and existing under the laws of the State of California (hereinafter called the "Resigning Trustee"), having its principal office at No. 760 South Hill Street, Los Angeles, California, party of the second part, and **BANK OF AMERICA NATIONAL TRUST AND SAVINGS ASSOCIATION**, a national banking association organized and existing under the laws of the United States of America, having its principal office at No. 660 South Spring Street, Los Angeles, California (hereinafter called the "Trustee") and **C. F. FELT**, residing at No. 12075 Smallwood Avenue, Downey, California (hereinafter called the "Individual Trustee"), as Trustees, the Trustee and the Individual Trustee being hereinafter sometimes called the "Trustees", under the Indenture of Mortgage and Deed of Trust hereinafter mentioned, parties of the third part,

**WHEREAS**, the Company heretofore executed and delivered its Indenture of Mortgage and Deed of Trust dated June 1, 1951, to Union Bank & Trust Co. of Los Angeles, as Trustee, 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 has also executed and delivered indentures supplemental thereto dated April 7, 1955 and November 1, 1956; and

**WHEREAS**, the parties hereto desire by this Third Supplemental Indenture to provide, among other things, for the resignation of the Resigning Trustee and the appointment of successor Trustees as Trustees under the Indenture, so that the successor Trustees shall upon execution and delivery hereof by all parties hereto be and become fully vested with all the estates, properties, rights, powers, trusts, duties



and obligations of their predecessor in trust under the Indenture with like effect as if originally named as Trustees 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 Indenture (the term "Indenture" and other terms used herein having the meanings assigned thereto in said Indenture of Mortgage and Deed of Trust dated June 1, 1951, as heretofore and hereby amended), as an initial series designated "First Mortgage Bonds, 4% Series due 1973", herein sometimes called "1973 Series Bonds", of which Three Hundred Seventeen Thousand Dollars (\$317,000) in principal amount are outstanding at the date hereof; and

WHEREAS, Bonds in the aggregate principal amount of Four Hundred Fifty Thousand Dollars (\$450,000) have heretofore been issued under and in accordance with the terms of the Indenture, as a second series designated "First Mortgage Bonds, 5% Series due 1981", herein sometimes called "1981 Series Bonds", all of which are outstanding at the date hereof; and

WHEREAS, concurrently with the execution of this Third Supplemental Indenture, Nevada Southern Gas Company (hereinafter called "Nevada Southern"), a Nevada corporation, has been merged into the Company; and

WHEREAS, Nevada Southern heretofore executed and delivered its Indenture of Mortgage and Deed of Trust dated September 1, 1954 to Bank of America National Trust and Savings Association and L. Rasmussen (C. F. Felt, successor Trustee), as Trustees, and has heretofore executed and delivered an indenture dated November 1, 1956, supplemental thereto (said Indenture of Mortgage and Deed of Trust, as supplemented and amended, being herein called the "Nevada Southern Indenture"); and

WHEREAS, bonds in the aggregate principal amount of One Million Two Hundred Thousand Dollars (\$1,200,000) have heretofore been



issued under and in accordance with the terms of the Nevada Southern Indenture, as a first series entitled "First Mortgage Bonds,  $4\frac{3}{4}\%$  Series due 1979", herein sometimes called "Nevada Southern 1979 Series Bonds", and bonds in the aggregate principal amount of Seven Hundred Fifty Thousand Dollars (\$750,000) as a second series designated "First Mortgage Bonds, 5% Series due 1981", herein sometimes called "Nevada Southern 1981 Series Bonds" (the Nevada Southern 1979 Series Bonds and the Nevada Southern 1981 Series Bonds being herein sometimes collectively called "Nevada Southern Bonds"), all of which Nevada Southern Bonds are outstanding at the date hereof; and

WHEREAS, the Company and Nevada Southern have heretofore granted to the initial purchasers of the above mentioned Bonds and Nevada Southern Bonds options to purchase stock issued by each of them respectively; and

WHEREAS, the Indenture provides, and the Bonds recite, that subject to certain exceptions not presently relevant, if and to the extent authorized by the written consent of the holders for the time being of at least sixty-six and two-thirds per cent. ( $66\frac{2}{3}\%$ ) in principal amount of each series of the Bonds then outstanding under the Indenture, such changes in or additions to the provisions of the Indenture may be made as such holders and the Company may deem necessary or advisable; and

WHEREAS, the holders of all of the Bonds outstanding under the Indenture have authorized by their written consent the execution of this Third Supplemental Indenture and the changes in and additions to the provisions of the Indenture hereinafter set forth; and

WHEREAS, the Company has duly determined to create and secure under the Indenture a third and fourth series of Bonds to be known respectively as "First Mortgage Bonds,  $4\frac{3}{4}\%$  Series due 1979" (herein sometimes called "1979 Series Bonds") and "First Mortgage Bonds, 5% Convertible Series due 1981", herein sometimes called



"1981 Series Convertible Bonds", and to increase the principal amount of the presently outstanding 1981 Series Bonds, all as herein provided; and

WHEREAS, the 1979 Series Bonds are to be issued against surrender of a like principal amount of Nevada Southern 1979 Series Bonds; the 1981 Series Convertible Bonds are to be issued against surrender and cancellation of a like principal amount of 1981 Series Bonds and Nevada Southern 1981 Series Bonds and the cancellation of certain options to purchase stock of the Company and Nevada Southern; and the additional 1981 Series Bonds are to be issued in part against surrender and cancellation of a like principal amount of Nevada Southern 1981 Series Bonds and in part upon compliance with the provisions of Article V, VI or VII of the Indenture, whichever may be applicable, all as herein provided; and

WHEREAS, the Company, in the exercise of the powers and authority conferred upon and reserved to it under the provisions of the 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 Supplemental Indenture in the form hereof for the purposes herein provided; and

WHEREAS, all conditions and requirements necessary to make this 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: That SOUTHWEST GAS CORPORATION, by way of further assurance and in consideration of the premises and of the acceptance by the Trustees of the trusts hereby created and of One Dollar to it duly paid by the Trustees 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 Indenture, according to their tenor and effect, and the performance and observance by the Company of all the covenants and conditions

therein contained, has granted, bargained, sold, warranted, aliened, remised, released, conveyed, assigned, transferred, mortgaged, pledged, set over and confirmed, and by these presents does grant, bargain, sell, warrant, alien, remise, release, convey, assign, transfer, mortgage, pledge, set over and confirm, unto the Trustees, and to their respective successors in the trust, and to them and their assigns forever, all of the property, real, personal and mixed, now owned by the Company and situated in SAN BERNARDINO COUNTY and LOS ANGELES COUNTY, in the STATE OF CALIFORNIA, and CLARK COUNTY, in the STATE OF NEVADA (except property specifically 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 property specifically excepted from the lien of the Indenture by the terms of the Indenture), including (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) the following:

## I

All pipe lines of the Company, located and to be located in the State of California or the State of Nevada, 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):

**WHITNEY--NELLIS AIR FORCE BASE LINE**

A 10 $\frac{3}{4}$ -inch pipeline approximately 77,500 feet in length commencing in the community of Whitney and terminating at the Nellis Air Force Base, all in the County of Clark, State of Nevada, sub-



stantially all of which lies in county or state roads or U. S. Highways, within the following described area:

Points on U. S. Highway 95 between Henderson and Las Vegas, excluding Henderson, and points within two miles on either side of said highway;

Points on U. S. Highway 91 northeasterly from Las Vegas, including the City of North Las Vegas and two miles on either side of said highway for a distance of five miles from North Las Vegas.

#### *Owens Street Property*

Beginning at the intersection of the east line of the Los Angeles & Salt Lake Railroad Company right-of-way with the north line of the said NW $\frac{1}{4}$  of NE $\frac{1}{4}$ ; thence North 89° 33' 59" East along the north line of the NW $\frac{1}{4}$  of the NE $\frac{1}{4}$  a distance of 364.02 feet to a point; thence South 0° 20' East a distance of 50.00 feet to the true point of beginning; thence continuing South 0° 20' East a distance of 668.00 feet to a point; thence South 89° 33' 59" West a distance of 359.12 feet to a point; thence North 0° 45' 31" West along the east line of the railroad right-of-way a distance of 668.00 feet to a point; thence North 89° 33' 59" East a distance of 364.02 feet to the true point of beginning. Approximately 5.582 acres.

#### *Main Street Property*

All of Lots Numbered "H" and "I" of the South Addition to the City of Las Vegas. Approximately 0.735 acres.

#### 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, mainte-



nance, 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).

Without limiting the generality of the foregoing, there are expressly included the gas distribution and gas transmission systems in the County of Clark, State of Nevada, more specifically described as follows:

The distribution and transmission systems in Township 19 South, Range 62 East, Township 20 South, Range 60 East, Township 20 South, Range 61 East, Township 20 South, Range 62 East, Township 21 South, Range 60 East, Township 21 South, Range 61 East, Township 21 South, Range 62 East, Township 22 South, Range 59 East, Township 22 South, Range 60 East, Township 22 South, Range 61 East, Township 22 South, Range 62 East, Township 23 South, Range 59 East, Township 23 South, Range 60 East, and Township 23 South, Range 61 East, Mount Diablo Base and Meridian, all in the County of Clark, Nevada.

### 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, retorts, 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).



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## IV

All and singular, the franchises, permits, certificates, grants, immunities, privileges and rights of the Company now owned and held by it or hereafter acquired, for the construction, maintenance, and operation of the gas plants and systems above described, as well as all franchises, permits, certificates, grants, immunities, privileges and rights of the Company used or useful in the operation of the property mortgaged hereunder.

## V

All of the right, title and interest of the Company in and to all agreements, licenses or leases for the purchase of gas, entered into by it at or prior to the date of execution hereof or hereafter made, and any modification or alteration thereof or substitution therefor.

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 Trustees and their 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 hereinafter set forth, 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 § 12.01 of the Indenture), and for securing the observance and performance of all the terms, provisions and conditions of the Indenture.

THIS INDENTURE FURTHER WITNESSETH, that the Company has agreed and covenanted, and hereby does agree and covenant with the Trustees and their respective 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 Indenture.

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

§ 1.01. The following be and it hereby is added, immediately after the definition of the term "*1981 Series Bonds*" in § 1.01, as heretofore amended:

"The term '*1979 Series Bonds*' shall mean one of the First Mortgage Bonds, 4¾% Series due 1979, issued hereunder. The term '*1981 Series Convertible Bonds*' shall mean one of the First Mortgage Bonds, 5% Convertible Series due 1981, issued hereunder."

§ 1.08. The following Clause (i) be and it hereby is added to the definition of "*Funded Property*" in § 1.08, as heretofore amended:

"(i) All property acquired in connection with the merger of Nevada Southern Gas Company, a Nevada corporation."

§ 1.09. The words and figures "*the Sinking Fund for the 1973 Series Bonds or the Sinking Fund for the 1981 Series Bonds, or delivered to the Trustee in satisfaction of the obligation of the Company in*

respect of the Sinking Fund for the 1973 Series Bonds or the 1981 Series Bonds, or of any provisions for an amortization, improvement, renewal, sinking or other analogous fund contained in any indenture supplemental hereto", in § 1.09, as heretofore amended, be and they hereby are amended to read:

"any sinking, amortization, improvement, renewal or other analogous fund applicable to the retirement of Bonds, or delivered to the Trustee in satisfaction of the obligation of the Company in respect of any such sinking, amortization, improvement, renewal or other analogous fund,"

§ 3.01. The paragraph which was added at the end of § 3.01 by the provisions of the Second Supplemental Indenture dated November 1, 1956 be and it hereby is deleted, and the following paragraphs substituted therefor:

"Upon the execution and delivery of the Third Supplemental Indenture dated February 1, 1957, and upon delivery to the Trustee at any time or from time to time thereafter of all or any part of One Million Two Hundred Thousand Dollars (\$1,200,000) principal amount of 1979 Series Bonds executed by the Company and the surrender to the Trustee for cancellation of a like principal amount of Nevada Southern 1979 Series Bonds, the Trustee shall, without receiving any of the documents and/or cash otherwise required by Articles V, VI, or VII of the Indenture in respect of the issue of such Bonds, authenticate such 1979 Series Bonds and deliver them to or upon the Written Order of the Company.

*Am*

"Upon the execution and delivery of the Third Supplemental Indenture dated February 1, 1957, and upon delivery to the Trustee at any time or from time to time thereafter of all or any part of Three Hundred Thousand Dollars (\$300,000) principal amount of 1981 Series Convertible Bonds executed by the Company, and the surrender to the Trustee for cancellation of One Hundred Twenty Thousand Dollars (\$120,000) principal amount of 1981 Series Bonds and One Hundred Eighty Thousand Dollars (\$180,000) principal amount of Nevada Southern 1981 Series Bonds, the Trustee shall, without receiving any of the documents and/or cash otherwise required by Articles V, VI or VII of the Indenture in respect of the issue of such Bonds,



authenticate such 1981 Series Convertible Bonds and deliver them to or upon the Written Order of the Company.

“Upon delivery to the Trustee at any time on or after the date of execution and delivery of the Second Supplemental Indenture dated November 1, 1956, of all or any part of Two Million One Hundred Thousand Dollars (\$2,100,000) principal amount of 1981 Series Bonds, the Trustee shall authenticate such 1981 Series Bonds and deliver them to or upon the Written Order of the Company, upon receipt of the following:

(i) In the case of Four Hundred Fifty Thousand Dollars (\$450,000) principal amount of 1981 Series Bonds authenticated concurrently with the execution and delivery of the Second Supplemental Indenture dated November 1, 1956 (such Four Hundred Fifty Thousand Dollars (\$450,000) principal amount including the One Hundred Twenty Thousand Dollars (\$120,000) principal amount of 1981 Series Bonds to be surrendered as the basis for the authentication of 1981 Series Convertible Bonds, as aforesaid), upon receiving the documents and/or cash required by Article V of the Indenture.

(ii) In the case of Five Hundred Seventy Thousand Dollars (\$570,000) principal amount, upon surrender to the Trustee for cancellation of a like principal amount of Nevada Southern 1981 Series Bonds, without receiving any of the documents and/or cash otherwise required by Articles V, VI or VII of the Indenture in respect to the issue of such Bonds.

(iii) In the case of Ninety Thousand Dollars (\$90,000) principal amount, without receiving any of the documents and/or cash otherwise required by Articles V, VI or VII of the Indenture in respect of the issue of such Bonds.

(iv) In the case of the remainder of such Two Million One Hundred Thousand Dollars (\$2,100,000) principal amount, upon receiving the documents and/or cash required by Articles V, VI or VII of the Indenture, whichever may be applicable.

“The 1981 Series Bonds shall be in all respects as described in § 2.1 of said Second Supplemental Indenture dated November 1, 1956.

“The 1979 Series Bonds, and 1981 Series Convertible Bonds shall be in all respects as described in § 2.01 et seq. of the Third Supplemental Indenture dated February 1, 1957.”

§ 7.01. Paragraph (b) of § 7.01 B (2), as heretofore amended, be and it hereby is amended to read as follows:

“(b) Any Bond purchased, paid, redeemed or otherwise retired through the operation of the Sinking Fund for the 1973 Series Bonds, the Sinking Fund for the 1979 Series Bonds, the Sinking Fund for the 1981 Series Bonds or the Sinking Fund for the 1981 Series Convertible Bonds, or any Bond delivered to the Trustee pursuant to the provisions of § 9.01 of the Indenture in satisfaction of any obligation in respect of the Sinking Fund for the 1973 Series Bonds, the Sinking Fund for the 1979 Series Bonds, the Sinking Fund for the 1981 Series Bonds or the Sinking Fund for the 1981 Series Convertible Bonds.”

§ 8.07. The words “a majority in principal amount of the 1973 Series Bonds then outstanding and of the 1981 Series Bonds then outstanding, taken as one class”, in the third paragraph of § 8.07, as heretofore amended, be and they hereby are amended to read “a majority in principal amount of the 1973 Series Bonds then outstanding, of the 1979 Series Bonds then outstanding, of the 1981 Series Bonds then outstanding, and of the 1981 Series Convertible Bonds then outstanding, taken as one class.”

§ 8.13. § 8.13 be and it hereby is amended to read as follows:

“§ 8.13. So long as any of the Bonds shall be outstanding (other than Bonds of any series as to which the Supplemental Indenture creating the same shall expressly provide that such series shall not be entitled to the benefits of the covenants of this § 8.13) the Company will not—

“A. Declare or pay any dividends on any of its stock;

“B. Directly or indirectly or through any Subsidiary purchase or agree to purchase, or redeem or retire or give notice of redemption or retirement of, any of its stock; or

“C. Make any distribution to its stockholders;

other than dividends, purchases, redemptions, retirements or distributions payable solely in common stock of the Company (such prohibited declarations or payments of dividends, pur-



chases, agreements to purchase, redemptions, retirements or distributions referred to in the foregoing Paragraphs A, B, and C being herein collectively called "*Stock Payments*"), except that, so long as no Event of Default shall have happened and be continuing, nothing in this § 8.13 shall prohibit Stock Payments if and to the extent that the amount of all Stock Payments for the period from September 1, 1956, to and including the date of the making of the Stock Payment in question will not be greater than the excess, if any, of

(a) the Net Earnings of the Company for such period, taken as one accounting period, plus \$200,000, over

(b) the amount, if any, by which Fixed Sinking Fund Payments made during such period in respect of any Bonds exceed the amount of depreciation reflected in the Net Earnings of the Company for such period.

"The Company may credit against Stock Payments of the character of purchases, redemptions and retirements of stock of the Company the excess of (a) the net cash consideration received upon the sale subsequent to November 1, 1956, of additional common stock of the Company over (b) \$390,000, and in the case of exchanges of common stock of the Company solely for other common stock of the Company, the stock retired through exchanges need not be considered a Stock Payment."

§ 9.01. The heading of Article IX and § 9.01 be and they hereby are amended to read as follows:

**"Sinking Fund for the 1973 Series Bonds.**

**Sinking Fund for the 1979 Series Bonds.**

**Sinking Fund for the 1981 Series Bonds.**

**Sinking Fund for the 1981 Series Convertible Bonds.**

**Renewal and Replacement Fund.**

"§ 9.01. A. The Company will maintain a Sinking Fund (herein called the '*Sinking Fund for the 1973 Series Bonds*') to be applied as hereinafter provided for the 1973 Series Bonds, and for that purpose will pay to the Trustee in cash on May 28, 1954, and thereafter annually on May 28 in each year an amount (herein called the '*Fixed Sinking Fund Payment*') in

respect of the 1973 Series Bonds) equal to five per cent. (5%) of the maximum principal amount of the 1973 Series Bonds at any one time outstanding prior to the particular Sinking Fund Payment Date.

"B. The Company will maintain a sinking fund (herein called the 'Sinking Fund for the 1979 Series Bonds') to be applied as hereinafter provided for the 1979 Series Bonds, and for that purpose will pay to the Trustee in cash on August 28, 1957 and thereafter annually on August 28 in each year to and including August 28, 1971, Forty-eight Thousand Dollars (\$48,000) and thereafter annually on August 28 in each year to and including August 28, 1978, Sixty Thousand Dollars (\$60,000), such payments being herein called the 'Fixed Sinking Fund Payment' in respect of the 1979 Series Bonds.

"C. The Company will maintain a Sinking Fund (herein called the 'Sinking Fund for the 1981 Series Bonds') to be applied as hereinafter provided for the 1981 Series Bonds, and for that purpose will pay to the Trustee in cash (i) One Hundred Thousand Dollars (\$100,000), on October 28, 1958, and thereafter annually on October 28 in each year to and including October 28, 1968, and (ii) Seventy-seven Thousand Dollars (\$77,000) on October 28, 1969 and thereafter annually on October 28 in each year to and including October 28, 1980, such payments being herein called the 'Fixed Sinking Fund Payments' in respect of the 1981 Series Bonds.

"D. The Company will maintain a Sinking Fund (herein called the 'Sinking Fund for the 1981 Series Convertible Bonds'), to be applied as hereinafter provided for the 1981 Series Convertible Bonds, and for that purpose will pay to the Trustee in cash Twenty-three Thousand Dollars (\$23,000) on October 28, 1969, and thereafter annually on October 28 in each year to and including October 28, 1980, such payments being herein called the 'Fixed Sinking Fund Payments' in respect of the 1981 Series Convertible Bonds.

"The dates upon which such payments are to be made are herein called 'Sinking Fund Payment Dates'.

"The amount payable pursuant to § 9.02 shall be paid concurrently with each of the foregoing payments.



"Nothing in this § 9.01 shall be deemed to require the Company to pay to the Trustee at any time in respect of principal of any series of Bonds a sum greater than the then unpaid principal amount of the Bonds of such series then outstanding.

"Except as expressly provided in this Indenture, the Company shall not be entitled to increase, or to anticipate, any payment in satisfaction of its obligations in respect of the Sinking Fund for any series of Bonds. The Company shall, however, have the right at its option to satisfy any obligation in respect of the Sinking Fund for any series of Bonds on any Sinking Fund Payment Date in whole or in part by delivering to the Trustee not earlier than one hundred twenty (120) days prior to such Sinking Fund Payment Date and not later than forty (40) days prior to such Sinking Fund Payment Date, any Bonds of such series theretofore authenticated and delivered hereunder which have not theretofore been used for any purpose of this Indenture, together with any unmatured coupons thereto appertaining and the Trustee shall credit the obligation in respect of the Sinking Fund for such series of Bonds with a payment equal to the principal amount of the Bonds so delivered.

"Any Bonds so delivered shall be accompanied by a Written Order of the Company instructing the Trustee to effect such credit."

§ 9.03. § 9.03 be and it hereby is amended to read as follows:

"§ 9.03. Promptly after the fortieth day preceding each Sinking Fund Payment Date, the Trustee shall proceed to select for redemption, in the manner provided in Article X, a principal amount of Bonds of the series in respect of which the Fixed Sinking Fund Payment is to be made on such Sinking Fund Payment Date equal (to the next lowest multiple of \$1,000) to the amount, if any, of the Fixed Sinking Fund Payment for the Bonds of such series required to be paid in cash on the next ensuing Sinking Fund Payment Date (after giving effect to the credit, if any, resulting from the delivery of Bonds pursuant to § 9.01).

"The Trustee, for and on behalf of and in the name of the Company, shall thereafter give notice by publication, mail, or both, as may be required by the provisions of Article X, of the redemption of the Bonds so selected on the next ensuing June 1st, in the case of Fixed Sinking Fund Payments in respect of

the 1973 Series Bonds, on the next ensuing September 1st, in the case of the Fixed Sinking Fund Payments in respect of the 1979 Series Bonds and on the next ensuing November 1st, in the case of Fixed Sinking Fund Payments in respect of the 1981 Series Bonds and Fixed Sinking Fund Payments in respect of the 1981 Series Convertible Bonds, and a copy of such notice shall also be mailed to the Company. Such notice shall state that the redemption is for the appropriate Sinking Fund, in lieu of stating that the Company has elected to redeem the Bonds designated therein. Subject to the provisions of this Section, the redemption of such Bonds shall be effected in the manner and upon the terms provided in § 10.02, but the redemption price to be paid on Bonds so redeemed for the purposes of said Sinking Funds shall be the applicable redemption price specified in § 10.06.

“Notwithstanding the provisions of § 10.02, Bonds owned by the Company which have not theretofore been used for any purpose of this Indenture shall be considered to be outstanding and shall be included in connection with any designation by the Trustee of Bonds to be redeemed for any Sinking Fund.”

§ 9.06. The first paragraph of § 9.06 be and it hereby is amended to read as follows:

“§ 9.06. The Company will maintain a ‘*Renewal and Replacement Fund*’ and in that connection, so long as any of the Bonds (other than Bonds of any series as to which the Supplemental Indenture creating the same shall expressly provide that such series shall not be entitled to the benefits of the covenants of this § 9.06) shall be outstanding, the Company shall have a specific obligation for each calendar year beginning with the calendar year 1956 in respect of the renewal and replacement of, and additions to, the physical property owned by the Company, in an amount (herein called the ‘*Renewal and Replacement Obligation*’) equal to the excess of (a) depreciation in respect of the calendar year in question, at the rate charged on the books of the Company or at the rate of 4% per annum upon the gross depreciable property of the Company, whichever shall be the greater, over (b) the amount of all Fixed Sinking Fund Payments, if any, in respect of the Bonds made during the calendar year in question.”



The words and figures "the Fixed Sinking Fund Payments in respect of the 1973 Series Bonds and the 1981 Series Bonds", in the third from the last paragraph of § 9.06, as heretofore amended, be and they hereby are amended to read "the Fixed Sinking Fund Payments in respect of the 1973 Series Bonds, the 1979 Series Bonds, the 1981 Series Bonds and the 1981 Series Convertible Bonds".

§ 10.05. The following paragraphs be and they hereby are added at the end of § 10.05, as heretofore amended:

"The 1979 Series Bonds shall, upon compliance with the provisions of this Article X and in the manner and upon the terms therein provided, be redeemable, at the option of the Company, either as a whole at any time, or in any part being equal in aggregate principal amount to Fifty Thousand Dollars (\$50,000) or more, in multiples of One Thousand Dollars (\$1,000) from time to time, at the principal amount of the Bonds so to be redeemed, and accrued interest to the date fixed for redemption, together with a premium equal to a percentage of the principal amount thereof as follows: the initial redemption premium shall be  $4\frac{3}{4}\%$  from the date hereof to and including August 31, 1960; thereafter, such initial redemption premium shall be successively reduced  $\frac{1}{4}$  of 1% on each September 1 and, as so reduced, shall be the redemption premium for the succeeding 12 month period, until September 1, 1978, after which the redemption price shall be 100% of the principal amount of the Bonds and accrued interest to the date fixed for redemption.

"No redemption of 1979 Series Bonds shall be made prior to September 1, 1959 as part of any refunding operation or anticipated refunding operation.

"No redemption of 1981 Series Convertible Bonds shall be made prior to December 1, 1968. Thereafter the 1981 Series Convertible Bonds shall, upon compliance with the provisions of this Article X and in the manner and upon the terms therein provided be redeemable, at the option of the Company, either as a whole at any time, or in any part being equal in aggregate principal amount to Fifty Thousand Dollars (\$50,000) or more, in multiples of One Thousand Dollars (\$1,000) from time to time, at the principal amount of the Bonds so to be redeemed, and accrued interest to the date fixed for redemption, together with a premium equal to the applicable percentage of the principal

amount thereof then required to be paid upon redemption of 1981 Series Bonds pursuant to this § 10.05."

§ 10.06. § 10.06, as heretofore amended, be and it hereby is amended to read as follows:

"§ 10.06. In case of the redemption of 1973 Series Bonds, 1979 Series Bonds, 1981 Series Bonds or 1981 Series Convertible Bonds pursuant to the provisions of Article IX, such 1973 Series Bonds, 1979 Series Bonds, 1981 Series Bonds or 1981 Series Convertible Bonds shall, upon compliance with the provisions of this Article X, be redeemable either as a whole at any time, or in part from time to time, at the principal amount thereof, together, in each case, with interest accrued to the date fixed for redemption, without premium."

§ 11.02. The words and figures "maturing not more than ten years after the date of such deposit and not later than January 1, 1973, so long as any of the 1973 Series Bonds shall be outstanding, and thereafter, not later than January 1, 1981, so long as any of the 1981 Series Bonds shall be outstanding," appearing in § 11.02C (ii) (1), as heretofore amended, be and they hereby are amended to read

"maturing not more than ten years after the date of such deposit and not later than January 1st of the calendar year in which the maturity of the first-maturing Bonds then outstanding shall occur,"

§ 11.08. § 11.08, as heretofore amended, be and it hereby is amended to read as follows:

"If, while any of the Bonds shall be outstanding (other than Bonds of any series as to which the Supplemental Indenture creating the same shall expressly provide that such series shall not be entitled to the benefits of the covenants of this § 11.08), all or substantially all of the property of the Company subject to the lien hereof shall be taken by the exercise of the power of eminent domain or be sold by the Company and released under the provisions of this Article, the Company will call for redemption and redeem all of the Bonds then outstanding thereunder which are redeemable by their terms, and if, while any of such Bonds shall be outstanding, all or substantially all of the prop-



erty of the Company subject to the lien hereof in the municipalities of Barstow or Victorville, California, or Las Vegas, Nevada, shall be so taken or sold, the Company will apply the proceeds of such taking or sale to the redemption of the Bonds then outstanding hereunder which are redeemable by their terms. All cash and other property delivered to the Trustee on any such taking or release shall be held and applied to such redemption, and shall not be subject to release under § 11.11, § 11.12 or § 11.13.

"Upon any redemption pursuant to this § 11.08, the redemption price of Bonds of each series shall be the applicable price set forth in § 10.05 unless otherwise specified in the supplemental indenture creating the same. The Bonds of each series shall be called for redemption on the earliest practicable date on which they shall be redeemable after such property is so released."

§ 11.13. The words and figures "the redemption price of the 1973 Series Bonds and the 1981 Series Bonds shall be the applicable price" appearing three times in § 11.13A, as heretofore amended, be and they hereby are amended to read: "the redemption price of the 1973 Series Bonds, the 1979 Series Bonds and the 1981 Series Bonds shall be the respectively applicable prices".

The following sentence be and it hereby is added at the end of § 11.13 A:

"The redemption price of the 1981 Series Convertible Bonds applicable to any such redemption of 1981 Series Convertible Bonds after December 1, 1968 shall be the applicable price set forth in § 10.05, and the redemption price limiting the price to be paid for 1981 Series Convertible Bonds upon any such purchase shall be the applicable redemption price of the 1981 Series Bonds set forth in § 10.05."

§ 15.01. The following Subdivision M be and it hereby is added at the end of § 15.01:

(M) None of the provisions in the Indenture contained shall require the Trustees, or either of them, to advance or risk their own funds or otherwise incur personal financial liability in the performance of any of their duties or in the exercise of any of their rights or powers if there is reasonable ground for believing that the repayment of such funds or liability is not reasonably

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assured to them (i) by the security afforded by the terms of the Indenture, or (ii) by other reasonable security or indemnity.

## ARTICLE II.

### 1979 Series Bonds.

### 1981 Series Convertible Bonds.

§ 2.01. There shall be a third series of Bonds, known as and entitled "First Mortgage Bonds, 4¾% Series due 1979" (herein called the "1979 Series Bonds"), and the form thereof shall contain suitable provisions with respect to the matters hereinafter in this Section specified and shall in other respects be substantially as set forth in the preambles to the Indenture, with suitable variations.

The 1979 Series Bonds shall bear interest at the rate of four and three quarters per cent. (4¾%) per annum and shall mature September 1, 1979. The commencement of the first interest period for the 1979 Series Bonds shall be September 1, 1954.

The 1979 Series Bonds shall be coupon Bonds of the denomination of One Thousand Dollars (\$1,000) and registered Bonds without coupons of the denominations of One Thousand Dollars (\$1,000) and any multiple thereof. The coupon Bonds of the 1979 Series Bonds shall be dated as of September 1, 1954. The registered Bonds of the 1979 Series Bonds without coupons shall be dated as provided in § 2.08 of the Indenture. All 1979 Series Bonds shall bear interest from their respective dates, such interest to be payable semi-annually on the first day of March and September in each year, the first interest payment date being March 1, 1957. Both the principal of and the interest on the 1979 Series Bonds shall be payable at the office or agency of the Company in the Borough of Manhattan, The City of New York, or, at the option of the holder, at the principal office of the Trustee in the City of Los Angeles, California, in any coin or currency of the United States of America which at the time of payment shall be legal tender for the payment of public and private debts. The 1979 Series Bonds shall be subject to redemption at the option of the Company in the manner provided in § 10.05 of the Indenture.

The coupon 1979 Series Bonds shall be numbered from MC-1 upward, and the registered 1979 Series Bonds shall be numbered from RC-1 upward.



1979 Series Bonds shall be entitled to the benefits of, and shall be subject to redemption through the operation of, a Renewal and Replacement Fund and a Sinking Fund, all as provided in Article IX of the Indenture. The redemption prices of the 1979 Series Bonds for the purposes of § 11.08 and § 11.13A shall be the respectively applicable redemption prices set forth in § 10.05, as amended.

§ 2.02. There shall be a fourth series of Bonds, known as and entitled "First Mortgage Bonds, 5% Convertible Series due 1981" (herein called the "1981 Series Convertible Bonds"), and the form thereof shall contain suitable provisions with respect to the matters hereinafter in this Section specified and shall in other respects be substantially as set forth in the preambles to the Indenture, with suitable variations, including, among others, the insertion of the provisions hereinafter in this § 2.02 set forth with respect to conversion.

The 1981 Series Convertible Bonds shall bear interest at the rate of five per cent. (5%) per annum and shall mature November 1, 1981. The commencement of the first interest period for the 1981 Series Convertible Bonds shall be November 1, 1956.

The 1981 Series Convertible Bonds shall be coupon Bonds of the denomination of One Thousand Dollars (\$1,000) and registered Bonds without coupons of the denominations of One Thousand Dollars (\$1,000) and any multiple thereof. The coupon Bonds of the 1981 Series Convertible Bonds shall be dated as of November 1, 1956. The registered Bonds of the 1981 Series Convertible Bonds without coupons shall be dated as provided in § 2.08 of the Indenture. All 1981 Series Convertible Bonds shall bear interest from their respective dates, such interest to be payable semi-annually on the first day of November and May in each year, the first interest payment date being May 1, 1957. Both the principal of and the interest on the 1981 Series Convertible Bonds shall be payable at the office or agency of the Company in the Borough of Manhattan, The City of New York, or, at the option of the holder, at the principal office of the Trustee in the City of Los Angeles, California, in any coin or currency of the United States of America which at the time of payment shall be legal tender for the payment of public and private debts. The 1981 Series Convertible Bonds shall be subject

to redemption at the option of the Company on and after December 1, 1968 in the manner provided in § 10.05 and § 10.06 of the Indenture.

The coupon 1981 Series Convertible Bonds shall be numbered from MD-1 upward, and the registered 1981 Series Convertible Bonds shall be numbered from RD-1 upward.

1981 Series Convertible Bonds shall be entitled to the benefits of, and shall be subject to redemption through the operation of a Sinking Fund, all as provided in Article IX of the Indenture.

1981 Series Convertible Bonds shall be convertible into Common Stock of the Company in the manner provided in Article III of this Third Supplemental Indenture dated February 1, 1957.

The above-mentioned provision to be inserted in the 1981 Series Convertible Bonds with respect to the conversion thereof shall be substantially as follows:

“Subject to the provisions of the Indenture, the holder hereof has the right at his option from December 1, 1958 to and including November 30, 1968, to convert this Bond, or any part of the principal amount hereof consisting of \$1,000 or a multiple of \$1,000, at the principal amount hereof, or of such portion hereof, into fully paid and nonassessable shares of Common Stock of the Company at the conversion price of \$9.375 per share, subject to such adjustment, if any, of the conversion price and the securities or other property issuable upon conversion as may be required by the provisions of the Indenture, but only upon surrender of this Bond for the purpose of such conversion to the Company at the principal office of the Trustee in the City of Los Angeles, California, with all unmatured coupons, if any, appertaining hereto. No fractional shares are issuable upon any conversion, but in lieu thereof the Company will pay therefor in cash, on the basis of the current market value of such fractional interest, as provided in the Indenture. No adjustment will be made upon conversion of this Bond for accrued interest hereon or for dividends on shares of Common Stock issuable on conversion.”

§ 2.03. The definitive Bonds of each series may be issued in the form of engraved Bonds or Bonds printed or lithographed on steel engraved borders. Subject to the provisions of § 2.08 of the Indenture, all definitive Bonds of any series shall be fully interchangeable for other



Bonds of the same series, of like aggregate principal amounts, and, upon surrender to the Trustee at its principal office, shall be exchangeable for other Bonds of the same series of a different authorized form and/or denomination or denominations, as requested by the holder surrendering the same, to the full extent that 1973 Series Bonds are so interchangeable and exchangeable for other 1973 Series Bonds, and the provisions of § 2.08 of the Indenture with respect to the interchange and exchange of 1973 Series Bonds shall be fully applicable to the interchange and exchange of Bonds of all other series. The Company will execute, and the Trustee shall authenticate and deliver, coupon Bonds and/or registered Bonds without coupons, whenever the same shall be required for any such exchange.

§ 2.04. After the date of execution of this Third Supplemental Indenture, so long as any Bonds of any series shall be outstanding, no new series of Bonds shall be created under the Indenture which either (i) shall have any provision for a sinking, amortization, improvement, renewal or other analogous fund, or which shall have serial maturities, if the effect of such fund or serial maturities would be to retire, in any twelve months' period, a larger percentage of the original principal amount of the Bonds of such new series than of the Bonds of the series then outstanding, or (ii) shall mature on any date earlier than the maturity date of the Bonds of any series then outstanding, except that, in the case of a new series of Bonds having serial maturities only the final maturity date need be subsequent to the maturity date of the Bonds of any series then outstanding, if the plan of serial maturities complies with the requirements of the foregoing Clause (i).

### ARTICLE III

#### Conversion of 1981 Series Convertible Bonds.

§ 3.01. The holder of any 1981 Series Convertible Bond shall have the right, at his option, at any time during usual business hours from December 1, 1958, to and including November 30, 1968, to convert, subject to the terms and provisions of this Article III, any such Bond or Bonds, or portion thereof as hereinafter provided, at the principal amount thereof, or of such portion thereof, into fully paid and non-

assessable shares of Common Stock of the Company (as such shares shall be constituted at the time of conversion), at the conversion price per share of \$9.375 per share (such conversion prices being herein sometimes called the "initial conversion price"), adjusted, if required, as provided in § 3.03 or § 3.05, upon surrender to the Company, at the principal office of the Trustee, of the Bond or Bonds so to be converted with all unmatured coupons, if any, thereto appertaining, together with written notice to the Company that the holder elects to convert such Bond or portion thereof. Such notice shall also state the name or names (with address) in which the certificate or certificates for shares of Common Stock which shall be issuable on such conversion shall be issued. Registered Bonds without coupons and coupon Bonds registered as to principal, if required by the Company, when surrendered for conversion shall be accompanied by instruments of transfer in form satisfactory to the Company, duly executed by the respective registered holders thereof or their duly authorized attorneys.

The holder of any Bond of any series having a right of conversion to Common Stock of a denomination greater than \$1,000 shall be entitled at his option to exercise the foregoing right of conversion in respect of any part of the principal amount thereof consisting of \$1,000 or a multiple of \$1,000, and to receive a new Bond or Bonds of such series for the remaining unconverted principal amount of such Bond, subject to the payments specified in § 2.08 of the Indenture. In such case the Company, on surrender of such Bond for conversion, shall execute such new Bond or Bonds and shall deliver to the Trustee (a) the surrendered Bond for cancellation, or duly cancelled, if cancelled by the Company, (b) such new Bond or Bonds for authentication, and (c) a statement signed by any officer of the Company, stating the principal amount of the surrendered Bond which has been converted and requesting the authentication of such new Bond or Bonds; and thereupon the Trustee shall authenticate and the Company shall deliver or cause to be delivered such new Bond or Bonds to such bondholder. New coupon Bonds so issued shall have attached thereto all unmatured coupons appertaining thereto and, in case at the time interest on such Bonds is in default, shall in addition have attached all matured coupons in default appertaining thereto.



§ 3.02. As promptly as practicable after the surrender of any Bond or Bonds for conversion, in the manner herein provided, the Company shall deliver or cause to be delivered, at said office at which such surrender be made, to or upon the written order of the holder of the Bond or Bonds so surrendered, certificates representing the number of full shares of fully paid and non-assessable Common Stock of the Company into which such Bond or Bonds may be converted in accordance with the provisions of this Article III. Subject to the following provisions of this paragraph, such conversion shall be deemed to have been made as soon as such Bond or Bonds shall have been surrendered for conversion in the manner herein provided, so that the rights of the holder of such Bond or Bonds as a bondholder shall cease at such time, and the person or persons entitled to receive the shares of Common Stock upon conversion of such Bond or Bonds shall be treated for all purposes as having become the record holder or holders of such shares of Common Stock at such time; *provided, however*, that no such surrender on any date when the stock transfer books of the Company shall be closed shall be effective to constitute the person or persons entitled to receive the shares of Common Stock upon conversion of such Bond or Bonds as the record holder or holders of such shares of Common Stock on such date, but such surrender shall be effective to constitute the person or persons entitled to receive such shares of Common Stock as the record holder or holders thereof for all purposes at the opening of business on the next succeeding day on which such stock transfer books are open and such conversion shall be at the conversion price in effect at such time of opening of business.

If the last day for the exercise of the conversion right be a Sunday or a legal holiday or a day on which banking institutions in Los Angeles, California, are authorized to close, then such conversion right may be exercised on the next succeeding day, not a Sunday or legal holiday or a day on which such banking institutions are authorized by law to close.

§ 3.03. The initial conversion prices specified in § 3.01 shall be subject to adjustment from time to time as follows:

A. In case the Company shall at any time after the date of the execution of this Third Supplemental Indenture and prior to the ter-

mination of the right of conversion of the Bonds in question, issue or sell any shares of Common Stock without consideration (otherwise than by subdivision of shares, as to which provision is made in § 3.03 B) or for a consideration per share less than the conversion price in effect immediately prior to the issuance or sale of such additional shares, then, and thereafter successively upon each such issuance or sale, the conversion price in effect immediately prior to the issuance or sale of such additional shares shall, simultaneously with such issuance or sale, be reduced (subject to the provisions of the next succeeding paragraph) to a price (calculated to the nearest cent) determined by dividing

(i) an amount equal to (a) the total number of shares of Common Stock outstanding immediately prior to such issuance or sale multiplied by the conversion price in effect immediately prior to such issuance or sale, plus (b) the consideration, if any, received by the Company upon such issuance or sale, by

(ii) the total number of shares of Common Stock outstanding immediately after the issuance or sale of such additional shares.

If the amount of the reduction calculated in accordance with the foregoing provisions of this § 3.03A is less than twenty-five cents, it shall be carried forward and added to the amount of any subsequent reduction or reductions calculated hereunder, and when the total so calculated amounts to twenty-five cents or more, the conversion price shall be reduced by that total amount at the time of the last such issuance or sale of additional shares.

For the purposes of this § 3.03A, the following provisions shall also be applicable:

(1) In case of the issuance or sale of additional shares of Common Stock for cash, the consideration received by the Company therefor shall be deemed to be the amount of cash received by the Company for such shares, before deducting therefrom any commissions, compensations or other expenses paid or incurred by the Company for any underwriting of, or otherwise in connection with, the issuance or sale of such shares.

(2) In case of the issuance (otherwise than upon conversion or exchange of obligations or shares of stock of the Company) or



sale of additional shares of Common Stock for a consideration other than cash or a consideration a part of which shall be other than cash, the amount of the consideration other than cash received by the Company for such shares shall be deemed to be the value of such consideration as determined by the Board of Directors.

(3) In case of the issuance of additional shares of Common Stock upon the conversion or exchange of any obligations (other than the 1981 Series Convertible Bonds) or of any shares of stock of the Company, the amount of the consideration received by the Company for such Common Stock shall be deemed to be the consideration received by the Company for such obligations or shares so converted or exchanged, before deducting from such consideration so received by the Company any expenses or commissions or compensation incurred or paid by the Company for any underwriting of, or otherwise in connection with, the issuance or sale of such obligations or shares, plus any consideration received by the Company in connection with such conversion or exchange other than a payment in adjustment of interest and dividends. If obligations or shares of the same class or series of a class as the obligations or shares so converted or exchanged have been originally issued for different amounts of consideration, then the amount of consideration received by the Company upon the original issuance of each of the obligations or shares so converted or exchanged shall be deemed to be the average amount of the consideration received by the Company upon the original issuance of all such obligations or shares. The amount of consideration received by the Company upon the original issuance of the obligations or shares so converted or exchanged and the amount of the consideration, if any, other than such obligations or shares, received by the Company upon such conversion or exchange shall be determined in the same manner as provided in § 3.03A (1) and (2) above with respect to the consideration received by the Company in case of the issuance of additional shares of Common Stock.

(4) In the case of the issuance of additional shares of Common Stock as a dividend, the aggregate number of shares of Common Stock issued in payment of such dividend shall be deemed to have been issued at the close of business on the record date fixed for the determination of stockholders entitled to such dividend and shall be deemed to have been issued without consideration.

(5) The number of shares of Common Stock at any time outstanding shall not include any shares of Common Stock then owned or held by or for the account of the Company, and shall include all shares issuable in respect of outstanding scrip or other certificates representing fractional interests in Common Stock.

B. If at any time or from time to time after the date of execution of this Third Supplemental Indenture and prior to termination of the right of conversion of the Bonds in question, the Company shall subdivide or combine the outstanding shares of the Common Stock issuable upon conversion of the Debentures, the conversion price shall forthwith be proportionately decreased in the case of subdivision or increased in the case of combination.

C. The above provisions of this § 3.03 shall similarly apply to successive issues, sales, split-ups or combinations of shares of Common Stock.

D. If at any time after the date of execution of this Third Supplemental Indenture and prior to termination of the right of conversion of the Bonds in question, the Company shall pay any dividend or make any distribution upon its Common Stock other than a dividend payable in cash or in Common Stock, or shall offer to the holders of its Common Stock for subscription or purchase by them any shares of stock of any class or any other rights, the Company shall cause notice thereof to be mailed to the Trustee, and to each registered holder of Bonds then having a right of conversion to Common Stock at his address appearing on the registration books of the Company, at least ten days prior to the record date as of which holders of Common Stock shall participate in such dividend, distribution, subscription, purchase or other rights, and (if any such Bonds in coupon form are outstanding which shall not be registered as to principal) shall forthwith publish a copy of such notice once in an Authorized Newspaper in the City of Los Angeles, California. Such notice shall also specify the date as of which holders of Common Stock of record shall participate in such dividend, distribution, subscription, purchase or other rights. Failure to give notice as required by this § 3.03, or any defect therein, shall not affect the legality or validity of any dividend, distribution, subscription, purchase or other right.



§ 3.04. No fractional shares of Common Stock shall be issued upon conversion. If any fractional interest in a share of Common Stock would otherwise be deliverable upon the conversion of any Bond or Bonds, the Company shall purchase such fractional interest for an amount in cash equal to the current market value of such fractional interest computed either on the basis of the last reported sale price of Common Stock on the Pacific Coast Stock Exchange on the last business day prior to the date of conversion or if there shall not have been a sale on such last business day, on the basis of the average of the bid and asked quotations therefor on said Exchange on such last business day, or if the Common Stock shall not then be listed on the Pacific Coast Stock Exchange at the average of the bid and asked quotations in the over-the-counter market on such last business day.

The Company shall not be obligated to pay to any bondholder any interest upon the principal amount of any Bond converted, accrued but not payable at the date of conversion of such principal amount into Common Stock of the Company. No adjustment shall be made for dividends on shares of Common Stock issuable upon conversion of any Bond.

§ 3.05. If at any time or from time to time after the date of execution of this Third Supplemental Indenture and prior to the termination of the right of conversion of the Bonds in question, the Company shall, by reclassification or otherwise, change as a whole the outstanding shares of the Common Stock (other than a change from no par value to par value or a change in par value or as a result of a subdivision or combination), or in case of any consolidation or merger of the Company with or into another corporation (other than a consolidation or merger with a Subsidiary in which the Company is the continuing corporation and which does not result in any reclassification or change of outstanding shares of Common Stock), or in case of any sale or conveyance to another corporation of the property of the Company as an entirety, or substantially as an entirety, the Company, or such successor or purchasing corporation, as the case may be, shall execute with the Trustee an indenture supplemental hereto providing that the holder of each such Bond then outstanding shall have the right to convert such Bond, or portion thereof permitted by § 3.01, into the

kind and amount of shares of stock and other securities and property receivable upon such reclassification, change, consolidation, merger, sale or conveyance by a holder of the number of shares of Common Stock of the Company into which such Bond or portion might have been converted immediately prior to such consolidation, merger, sale or conveyance. Such supplemental indenture shall provide for adjustments which shall be as nearly equivalent as may be practicable to the adjustments provided for in this Article III. The above provisions of this § 3.05 shall similarly apply to successive reclassifications, changes, consolidations, mergers, sales or conveyances.

§ 3.06. The certificate of any independent firm of public accountants of recognized standing selected by the Board of Directors (who may be the firm of independent public accountants who regularly audit the accounts of the Company) shall be presumptive evidence of the correctness of any computation made under this Article III.

§ 3.07. The Company covenants that it will at all times reserve and keep available out of its authorized Common Stock solely for the purpose of issue upon conversion of Bonds as herein provided, such number of shares of Common Stock as shall from time to time be issuable upon the conversion of all outstanding Bonds which are so convertible.

The Company will take any corporate action which may, in the opinion of its counsel, be necessary in order that the Company may validly and legally issue full-paid and non-assessable shares of such Common Stock at the conversion price as so adjusted.

The Company covenants that if any shares of Common Stock, required to be reserved for purposes of conversion of Bonds hereunder, require registration with or approval of any governmental authority under any Federal or State law before such shares may be issued upon conversion, the Company will cause such shares to be duly registered or approved, as the case may be.

§ 3.08. The issuance of certificates for shares of Common Stock upon the conversion of any Bond having a right to such conversion shall be made without charge to the converting bondholder



for such certificates or any tax in respect of the issuance of such certificates, and such certificates shall be issued in the respective names of, or in such names as may be directed by, the holder of the Bond converted; *provided, however*, that in the event that certificates for shares of Common Stock are to be issued in a name other than the name of the registered holder of the Bond converted, said Bond when surrendered for conversion shall be accompanied by an instrument of transfer, in form satisfactory to the Company, duly executed by the registered holder thereof or his duly authorized attorney, and *provided further* that the Company shall not be required to pay any tax which may be payable in respect of any transfer involved in the issuance and delivery of any such certificates in a name other than that of the holder of the Bond converted, and the Company shall not be required to issue or deliver such certificates unless or until the person or persons requesting the issuance thereof shall have paid to the Company the amount of such tax or shall have established to the satisfaction of the Company that such tax has been paid.

§ 3.09. Whenever the conversion price shall be adjusted pursuant to the provisions of § 3.03, the Company shall forthwith file with the Trustee a statement signed by its President or one of its Vice Presidents specifying the adjusted conversion price determined as provided in such § 3.03. Such statement shall show in reasonable detail the method of calculation of such adjustment and the facts requiring the adjustment and upon which the calculation is based. The Trustee shall be under no duty or responsibility with respect to any such statement, except to exhibit the same from time to time to any bondholder desiring an inspection thereof. The Company shall forthwith send a copy of such notice by mail, first class postage prepaid, to each registered holder of the Bonds in question at his address appearing on the registration books of the Company. A similar statement shall be so filed by the Company and an appropriate notice shall be so published and mailed, in the event of any consolidation, merger, sale or conveyance requiring an adjustment pursuant to § 3.05.

§ 3.10. The Trustee shall not at any time be under any duty or responsibility to any holder of Bonds to determine whether any facts

exist which may require any adjustment of the conversion price, or with respect to the nature or extent of any such adjustment when made, or with respect to the method employed, or herein or in any supplemental indenture provided to be employed, in making the same. The Trustee shall not be accountable with respect to the validity or value (or the kind or amount) of any shares of Common Stock, or of any securities or property, which may at any time be issued or delivered upon the conversion of any Bond; and it makes no representation with respect thereto. The Trustee shall not be responsible for any failure of the Company to make any cash payment or issue, transfer or deliver any shares of Common Stock or stock certificates or scrip or other securities or property upon the surrender of any Bond for the purpose of conversion or to comply with any of the covenants of the Company contained in this Article III.

§ 3.11. *Enforcement of Right of Conversion.* Anything in this Indenture to the contrary notwithstanding, the holder of any Bond having a right of conversion to Common Stock without reference to and without the consent of either the Trustee or the holder of any other Bond, in his own behalf and for his own benefit may enforce, and may institute and maintain any proceedings suitable to enforce, his right to convert his Bond into Common Stock as provided in this Article III.

#### ARTICLE IV.

##### Appointment of Successor Trustees.

§ 4.01. The Resigning Trustee, pursuant to § 15.02 of the Indenture, hereby resigns as Trustee under the Indenture and hereby gives notice of such resignation to the Company. Pursuant to said § 15.02, the Resigning Trustee specifies March 1, 1957, as the date when such resignation shall take effect; *provided, however,* that in accordance with said § 15.02, such resignation shall take effect on the prior appointment of a successor Trustee as Trustee under the Indenture as herein provided. The holders of all Bonds outstanding under the Indenture by their consent to this Third Supplemental Indenture, expressly waive publication of notice of such resignation in the manner provided in said § 15.02 or otherwise.



§ 4.02. The Company, pursuant to § 15.03 of the Indenture hereby appoints the Trustee as successor Trustee under the Indenture, effective upon the execution and delivery hereof by all parties hereto, to fill the vacancy created by the resignation of the Resigning Trustee, until such time as a new Trustee shall be appointed by the bondholders as authorized in § 15.03 of the Indenture. The holders of all Bonds outstanding under the Indenture by their consent to this Third Supplemental Indenture, expressly waive publication of notice of such appointment by it in the manner provided in said § 15.03 or otherwise.

§ 4.03. The Trustee, pursuant to § 15.03 of the Indenture, hereby accepts its appointment as successor Trustee under the Indenture effective upon execution hereof by all parties hereto, and the parties hereto hereby agree that upon execution and delivery hereof by all parties hereto the successor Trustee shall be and become fully vested with all the estates, properties, rights, powers and trusts of the Resigning Trustee under the Indenture with like effect as if the successor Trustee had been originally named as Trustee thereunder.

§ 4.04. Pursuant to the provisions of § 15.03 of the Indenture, the Resigning Trustee at the request of the Company and of the successor Trustee, hereby releases, conveys, assigns, transfers and forever quits to the successor Trustee and its successors in the trust under the Indenture forever, all the estates, properties, rights, powers and trusts which the Resigning Trustee now holds under or by virtue of the Indenture, together with any and all monies and other properties held by it under the Indenture, to have and to hold the same unto the successor Trustee, its successors in the trust and their assigns forever, upon the trusts expressed in the Indenture.

§ 4.05. The Resigning Trustee joins in the execution of this Third Supplemental Indenture solely for the purposes expressed in this Article IV and shall be under no duty or obligation whatsoever with respect to this Third Supplemental Indenture except as set forth in this Article IV.

§ 4.06. The Individual Trustee accepts the trusts created by the Indenture upon the terms and conditions thereof, including the terms

and conditions set forth in this Third Supplemental Indenture, to all of which the parties hereto and the holders from time to time of the Bonds agree.

(a) Said C. F. Felt has been joined as Individual Trustee so that if, by any present or future law in any jurisdiction in which it may be necessary to perform any act in the execution of the trusts hereby created, Bank of America National Trust and Savings Association, as Trustee, or its successor or successors, may be incompetent or unqualified to act as such Trustee, then all the acts required to be performed in such jurisdiction, in the execution of the trusts hereby created, shall and will be performed by said Individual Trustee, or his successor or successors, acting alone.

(b) Anything in the Indenture or any indenture supplemental thereto to the contrary notwithstanding, the Individual Trustee and his successors shall act and be such, subject to the following conditions and provisions, namely:

(1) The Bonds shall be authenticated and delivered, and all powers, duties, obligations and rights conferred upon the Trustees, or either of them, in respect of the custody, control and management of moneys, papers or securities, shall be exercised solely by said Bank of America National Trust and Savings Association, or its successor as Trustee hereunder;

(2) No power shall be exercised by the Individual Trustee except jointly with the Trustee, except in the respects specifically provided in the Indenture or in any indenture supplemental thereto, and except to the extent that under any law of any jurisdiction in which any particular act or acts are to be performed, the Trustee shall be incompetent or unqualified to perform such act or acts, in which event such rights, powers, duties and obligations shall be exercised and performed by the Individual Trustee.

(c) If at any time or times it shall be necessary or prudent in order to conform to any law of any state in which the Company shall at the time hold any property subject to the lien of the Indenture, or the Trustees shall be advised by counsel, satisfactory to them, that it is so necessary or prudent in the interest of the Bondholders, or a majority of the Bondholders shall in writing so request the Trustee and the Com-

pany, the Trustees and the Company shall execute and deliver all instruments and agreements necessary or proper to constitute another bank or trust company or one or more persons approved by the Trustee and the Company, either to act as co-trustee or co-trustees of all or any of the property subject to the lien of the Indenture, jointly with the Trustee originally named herein or any successor or successors, or to act as separate trustee or trustees of any such property. In the event the Company or the Individual Trustee or both shall ~~have~~ not have joined in the execution of such instruments and agreements within ten days after the receipt of a written request from the Trustee so to do, or in case an event of default shall happen and be continuing, the Trustee may act under the foregoing provisions of this Section without the concurrence of the Company or the Individual Trustee; and the Company and the Individual Trustee hereby appoint the Trustee their agent and attorney to act for them under the foregoing provisions of this Section in either of such contingencies.

*[Handwritten initials]*  
*[Handwritten initials]*

(d) Every additional trustee shall, to the extent permitted by law, be appointed and act and be such and the Trustees and their successors shall act and be such, subject to the following provisions and conditions, namely:

(1) the Bonds shall be authenticated and delivered and all powers, duties, obligations and rights conferred upon the Trustee in respect of the custody, control and management of moneys, papers or securities, shall be exercised solely by said Bank of America National Trust and Savings Association or its successor as Trustee;

(2) all rights, powers, duties and obligations conferred or imposed upon the trustees or any of them shall be conferred or imposed upon and exercised or performed by Bank of America National Trust and Savings Association or its successor as Trustee, or Bank of America National Trust and Savings Association, or its successor as Trustee and such additional trustee or trustees jointly, except to the extent that under any law of any jurisdiction in which any particular act or acts are to be performed, Bank of America National Trust and Savings Association, or its successor as Trustee, shall be incompetent or unqualified to perform such act or acts, in which event such



rights, powers, duties and obligations shall be exercised and performed by such additional trustee or trustees;

(3) no power given hereby to, or which it is provided hereby may be exercised by, any such additional trustee or trustees, shall be exercised hereunder by such additional trustee or trustees, except jointly with, or with the consent in writing of, said Bank of America National Trust and Savings Association, or its successor as Trustee, anything in the Indenture or in any indenture supplemental thereto to the contrary notwithstanding;

(4) no trustee hereunder shall be personally liable by reason of any act or omission of any other trustee; and

(5) the Company and the Trustee, at any time, by an instrument in writing, executed by them jointly, may remove any such additional trustee, and in that case, by an instrument in writing executed by them jointly, may appoint a successor or successors to such additional trustee or trustees, as the case may be, anything contained in the Indenture or in any indenture supplemental thereto to the contrary notwithstanding. In the event that the Company shall not have joined in the execution of any such instrument within ten days after the receipt of a written request from the Trustee so to do, the Trustee shall have the power to remove any such additional Trustee and to appoint a successor additional trustee without the concurrence of the Company; the Company hereby appointing the Trustee its agent and attorney to act for it in such connection in such contingency. In the event that the Trustee alone shall have appointed an additional trustee or trustees or co-trustee or co-trustees as above provided, it may at any time, by an instrument in writing, remove any such additional trustee or co-trustee, the successor to any such trustee or co-trustee so removed to be appointed by the Company and the Trustee, or by the Trustee alone, as hereinbefore in this Section provided.

(e) Any request in writing by the Trustee to the Individual Trustee shall be sufficient warrant for the Individual Trustee taking such action as may be so requested and full protection for any action taken in accordance with such request. The Individual Trustee may delegate to the Trustee the exercise of any power, discretionary or otherwise, conferred by any of the provisions of this Indenture.

(f) In case the Individual Trustee shall die, become incapable of acting, resign or be removed, all the estates, properties, rights, powers, trusts, duties and obligations of the Trustees hereunder, shall, so far as permitted by law, vest in and be exercised by the Trustee unless and until there shall be appointed a successor Individual Trustee.

§ 4.07. The Indenture as heretofore amended be and it hereby is further amended by changing the word "Trustee" as provided below. All verbs and pronouns affected by a change from the singular to the plural are to be deemed appropriately amended to reflect such change (where appearances of the word "Trustee" are counted, the word "trustee" is to be included in the count):

§ 1.01, second paragraph and definition of "lien hereof", amend to read "Trustees, or either of them,".

§ 2.08, last paragraph, amend to read "Trustees".

§ 8.01, amend to read "Trustees".

§ 8.02, amend to read "Trustees".

§ 8.05, amend "Trustee" appearing first to read "Trustees".

§ 8.06 B (2), amend to read "Trustees, or either of them,".

§ 11.01 (b), (c), (g) and (h), amend to read "Trustees".

§ 11.02, first paragraph, amend "Trustee" appearing second to read "Trustees".

§ 11.02 D (1), amend "Trustee" appearing second to read "Trustees".

§ 11.03, first paragraph, amend "Trustee" appearing second to read "Trustees".

§ 11.03 D (1), amend "Trustee" appearing second to read "Trustees".

§ 11.03, last paragraph, amend to read "Trustees".

§ 11.04, amend "Trustee" appearing first to read "Trustees".

§ 11.06, last sentence, amend to read "Trustees or either of them".

§ 11.07, amend to read "Trustees or either of them".

§ 11.08, amend to read "Trustees, or the Trustee,".

§ 11.09, amend "Trustee" appearing fourth to read "Trustees, or the Trustee,".

Article XII, heading, amend to read "Trustees".

§ 12.03, first paragraph, amend "Trustee" appearing first, third, fifth, eighth and tenth to read "Trustees, or either of them,".

§ 12.03, fourth paragraph, amend "Trustee" appearing fourth and sixth to read "Trustees".

§ 12.04, amend "Trustee" appearing first to read "Trustees, or either of them,".

§ 12.05, amend "Trustee" appearing first to read "Trustees".

§ 12.07, amend to read "Trustees, or either of them,".

§ 12.08, first paragraph, amend to read "Trustees".

§ 12.08, third paragraph, amend to read "Trustees, or either of them,".

§ 12.11, amend "Trustee" appearing second to read "Trustees".

§ 12.13, amend to read "Trustees, or either of them,".

§ 12.14, first and second paragraph, amend the phrase "Trustee, in its own name, and as trustee," to read "Trustees or either of them, in their own names, and as trustees."

§ 12.14, second paragraph, amend "Trustee" appearing first, second and seventh to read "Trustees, or either of them,".

§ 12.14, second paragraph, amend "Trustee" appearing sixth to read "Trustees".

§ 12.14, third paragraph, amend "Trustee" appearing first to read "Trustees, or either of them,".

§ 12.14, fourth paragraph, amend "Trustee" appearing first to read "Trustees, or either of them,".



§ 12.14, fourth paragraph, amend "Trustee shall not" appearing second to read, "neither the Trustees nor either of them shall".

§ 12.15 (b), amend "Trustee" appearing first to read "Trustees".

§ 12.15 (b), amend "Trustee" appearing second to read "Trustees, or either of them,".

§ 12.15 (c) and (d), amend to read "Trustees".

§ 12.15, last paragraph, amend "Trustee" appearing first to read "Trustees".

§ 12.15, last paragraph, amend "Trustees" appearing second to read "Trustees, or either of them,".

§ 12.16, amend to read "Trustees, or either of them,".

§ 12.17, amend to read "Trustees, or either of them,".

§ 12.18, first paragraph, amend "Trustee" to read "Trustees, or either of them,".

§ 12.18, second paragraph, amend "Trustee" appearing first, second, third and fourth to read "Trustees, or either of them,".

§ 12.19, amend "Trustee" appearing first and second to read "Trustees, or either of them,".

§ 12.19, amend "Trustee" appearing third and fourth to read "Trustees".

§ 12.24, amend to read "Trustee, or either of them,".

§ 13.01 (e), amend to read "Trustees".

§ 13.01 (g), amend "Trustee" appearing first to read "Trustees, or either of them,".

§ 13.01 (h), amend to read "Trustees, or either of them,".

§ 13.01 (i), amend "Trustee" appearing first to read "Trustees".

§ 13.01 (i), amend "Trustee" appearing second to read "Trustees, or either of them."

§ 13.02, first paragraph, amend to read "Trustees".

§ 14.01, amend "Trustee" appearing first to read "Trustees, or either of them,".

§ 14.01, amend "Trustee" appearing second to read "Trustees".

Article XV, the heading, amend to read "Trustees".

Article XV, first paragraph, amend to read "Trustees, and either of them,"

§ 15.01 (A), amend to read "Trustees, and either of them,".

§ 15.01 (B), (C), (C) (1), (C) (2), (C) (4), (E), (F) (1) and (K), amend to read "Trustees".

§ 15.01 (C) (3), amend "Trustee" appearing fourth and fifth to read "Trustees".

§ 15.01 (F) (3), amend "Trustee" appearing first to read "Trustees".

§ 15.01 (F) (3), amend "Trustee" appearing second to read "Trustees, or either of them,".

§ 15.01 (G), second paragraph, amend "Trustee" appearing first to read "Trustees".

§ 15.01 (H), amend "Trustee" appearing first, third, fifth and sixth to read "Trustees".

§ 15.01 (L), amend "Trustee" appearing first to read "Trustees".

§ 15.03, third paragraph, amend "Trustee" appearing first, second, third, fifth, sixth, seventh, eighth, ninth and tenth to read "trustee or trustees".

§ 15.03, third paragraph, amend "Trustee" appearing fourth to read "Trustee or Individual Trustee, as the case may be,".

§ 16.01, first paragraph, amend "Trustee" appearing first to read "Trustees".

§ 16.01 F, amend "Trustee" appearing second and third to read "Trustees".

§ 16.01, third paragraph, amend to read "Trustees".

§ 17.02, amend to read "Trustees, or either of them,".

§ 4.08. The Indenture as heretofore amended be and it hereby is further amended by amending § 12.04 (b) to read as follows:

“(b) may proceed to protect and enforce its rights and the rights of the Bondholders under this Indenture, by a suit or suits in equity or at law, whether for the specific performance of any covenant herein contained, or in aid of the execution of any power herein granted, or for the foreclosure of this Indenture or for the enforcement of any other legal or equitable right, as the Trustee, being advised by counsel, shall deem most effectual to enforce any of the rights of the Trustees or to perform any of its duties hereunder.”

#### ARTICLE V.

##### Miscellaneous.

§ 5.01. The Company is lawfully seized and possessed of all the real estate, franchises and other property described or referred to in the Indenture 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.

§ 5.02. The Trustees assume no duties, responsibilities or liabilities by reason of this Supplemental Indenture other than as set forth in the Indenture as heretofore amended, and this Supplemental Indenture is executed and accepted by the Trustees subject to all the terms and conditions of the Resigning Trustee's acceptance of the trust under the Indenture, as heretofore amended, as fully as if said terms and conditions were herein set forth at length.

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

§ 5.04. As amended and modified by this Supplemental Indenture, the Indenture is in all respects ratified and confirmed and the Indenture



as heretofore amended and this Supplemental Indenture shall be read, taken and construed as one and the same instrument.

§ 5.05. This 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, the parties hereto have caused this Third Supplemental Indenture to be duly executed all as of the day and year first above written.

SOUTHWEST GAS CORPORATION,

By *[Signature]*.....  
President.

Attest:

*[Signature]*.....  
Secretary.

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

*[Signature]*.....  
*[Signature]*.....

UNION BANK & TRUST CO. OF LOS ANGELES,

By *[Signature]*  
F. H. Kerhs Vice-President.

Attest:

*[Signature]*  
Assistant Secretary.

Signed, sealed and delivered by the Trustee in the presence of:

*[Signature]*  
Alfred T. Hurtview Sr.  
*[Signature]*

BANK OF AMERICA NATIONAL TRUST AND SAVINGS ASSOCIATION,

By *[Signature]*  
M. E. Cardona Trust Officer.

Attest:

*[Signature]*  
Assistant Trust Officer.

Signed, sealed and delivered by the Trustee in the presence of:

*[Signature]*  
*[Signature]*

*[Signature]*  
C. F. Felt

STATE OF CALIFORNIA }  
COUNTY OF LOS ANGELES } ss.:

On this *22<sup>nd</sup>* day of March, in the year 1957, before me *Martha K. Edwards*, a Notary Public in and for 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 within instrument pursuant to its by-laws or a resolution of its board of directors.

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

*Martha K. Edwards*  
Notary Public in and for the County  
of Los Angeles, State of California.  
My Commission expires *7-25-59*

STATE OF CALIFORNIA }  
COUNTY OF LOS ANGELES } ss.:

On this *17<sup>th</sup>* day of March, in the year 1957, before me W. H. ALLISON, a Notary Public in and for said County and State, residing therein, duly commissioned and sworn, personally appeared F. H. KERNS, 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 within instrument pursuant to its by-laws or a resolution of its board of directors.

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

*W.H. Allison*  
Notary Public in and for the County  
of Los Angeles, State of California.  
My Commission expires .....  
My Commission Expires Jan. 9, 1961



STATE OF CALIFORNIA }  
COUNTY OF LOS ANGELES } SS.:

On this 11<sup>th</sup> day of March, A. D. 1957, before me, \_\_\_\_\_  
a Notary Public in and for the said County and State, residing  
therein, duly commissioned and sworn, personally appeared  
C. F. Felt and D. C. Easterday, known to me to be a Trust Officer  
and Assistant Trust Officer, respectively, of Bank of America National  
Trust and Savings Association, one of the corporations that executed  
the within instrument and acknowledged to me that such corporation  
executed the within instrument pursuant to its by-laws or a resolution  
of its board of directors.

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

*[Signature]*  
.....  
Notary Public in and for the County  
of Los Angeles, State of California.  
My Commission expires June 21, 1958

STATE OF CALIFORNIA }  
COUNTY OF LOS ANGELES } SS.:

On this 11<sup>th</sup> day of March, 1957, before me, \_\_\_\_\_  
a Notary Public in and for the said County and State, residing therein,  
duly commissioned and sworn, personally appeared C. F. FELT, known  
to me to be the person described in and who executed the within instru-  
ment, and acknowledged to me that he 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.

*[Signature]*  
.....  
C. F. Felt  
*[Signature]*  
.....  
Notary Public in and for the County  
of Los Angeles, State of California.  
My Commission expires June 21, 1958

30580  
FILE NO. \_\_\_\_\_  
Filed for record at the request of J. M. Miller  
February 3, 1964, at 30 minutes past 1 P. M. Recorded in  
Book 3 of Official Records, page 38-85, Records of EUREKA  
COUNTY, NEVADA.  
Fee: \$ 47.25  
Willis A. No. 1000 Recorder.