

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 Fifth Supplemental Indenture-
between Southwest Gas Corporation and Bank of America
National Trust and Savings Association, Trustees and
C.F. Felt, Individual Trustee. With the following
Exceptions -- (See reverse side)

now on record in Book 155 of Official Records as
Instrument No. 126493 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 Lucille Dredge
Deputy.

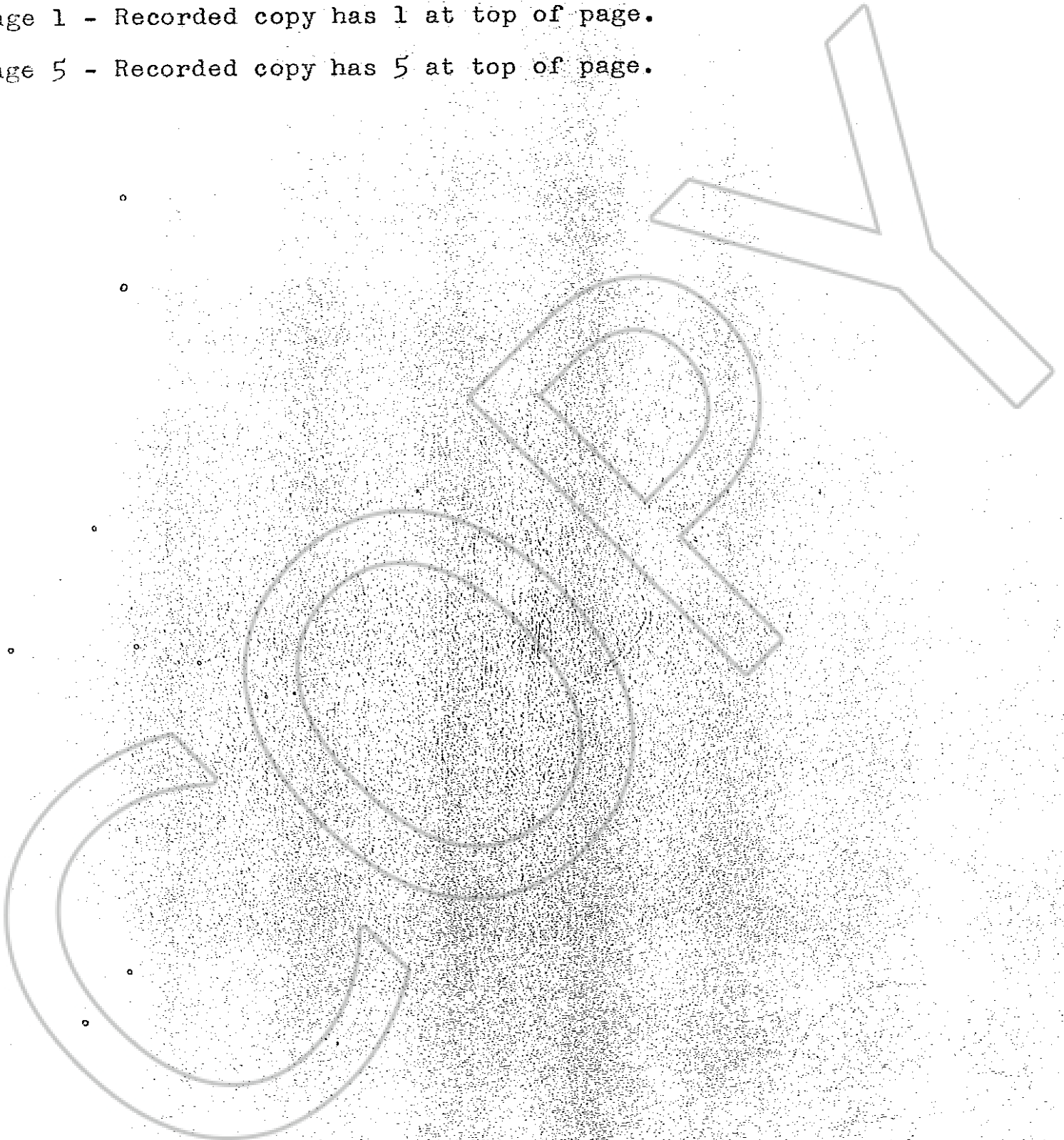
(SEAL)



EXCEPTIONS:

Page 1 - Recorded copy has 1 at top of page.

Page 5 - Recorded copy has 5 at top of page.



IV

BOOK 3 PAGE 123

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

SOUTHWEST GAS CORPORATION

AND

**BANK OF AMERICA NATIONAL TRUST
AND SAVINGS ASSOCIATION**

AND

C. F. FELT

As Trustees

FIFTH SUPPLEMENTAL INDENTURE

Dated: March 4, 1958

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

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

INDENTURE, dated March 4, 1958, 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. 552 South Figueroa Street, Los Angeles 17, State of California, party of the first 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 call the "Trustees", under the Indenture of Mortgage and Deed of Trust hereinafter mentioned, parties of the second 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, November 1, 1956, February 1, 1957 and October 1, 1957; and

WHEREAS, said Union Bank & Trust Co. of Los Angeles has resigned as Trustee, and the Trustees have been duly appointed as successor Trustees under the Indenture; and

WHEREAS, Bonds 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), in the several series specified below, of which the respective principal amounts specified below are outstanding at the date hereof:

Series	Principal Amount Outstanding
First Mortgage Bonds, 4% Series due 1973	\$ 297,000
First Mortgage Bonds, 5% Series due 1981	\$1,150,000
First Mortgage Bonds, 4 3/4% Series due 1979	\$1,152,000
First Mortgage Bonds, 5% Convertible Series due 1981	\$ 300,000
First Mortgage Bonds, 5% Series A due 1973	\$ 489,000
First Mortgage Bonds, 5% Series B due 1979.....	\$ 200,000

; and

WHEREAS, concurrently with the execution and delivery of this Fifth Supplemental Indenture, additional 1981 Series Bonds in the principal amount of \$950,000 are being authenticated and delivered against the documents required by Article V of the Indenture; 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. (66-2/3%) 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 Fifth Supplemental Indenture and the changes in and additions to the provisions of the Indenture hereinafter set forth; 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 ensealing 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, COUNTY in CLARK COUNTY, in the STATE OF NEVADA and in GILA COUNTY, MOHAVE / GREENLEE COUNTY and FINAL COUNTY, in the STATE OF ARIZONA (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

The following described real estate located in Los Angeles County, State of California:

Parcel 1

Pasadena Property ----

Those portions of lots 1, 2, 12, 13 and 14 of Tract No. 7776, in the city of Pasadena, county of Los Angeles, state of California, as per map recorded in book 94 page 3 of Maps, in the office of the county recorder of said county, within the following described lines:

Beginning at a point in the southerly line of said lot 14, distant thereon South $89^{\circ} 58'$ West 30 feet from the southeasterly corner of said lot 14; thence North parallel with the easterly line of said lot 14, a distance of 130 feet to a point in the northerly line of said lot; thence along said northerly line South $89^{\circ} 58'$ West 50 feet to a point in the southerly line of lot 2 distant thereon South $89^{\circ} 58'$ West 20 feet from the southeasterly corner of said lot 2; thence north parallel with the easterly line of said lot 2, a distance of 130.87 feet to a point in the northerly line of said lot; thence along said northerly line South $89^{\circ} 58'$ West 80 feet to the northeasterly corner of the land described in the deed to the city of Pasadena recorded March 4, 1953 as Instrument No. 18 in book 41120 page 20, Official Records of said county, said point being the beginning of a tangent curve concave

southeasterly having a radius of 10 feet, thence southwesterly along said curve to a line which is parallel with and 10 feet easterly of the westerly line of said lot 1; thence south along said parallel line to a point in the southerly line of said lot 12; thence along the southerly line of said lots 12, 13 and 14, North $89^{\circ} 58'$ East 140 feet to the point of beginning.

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 the 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.

Issue of 1981 Series Bonds Concurrently Herewith

§ 1.01. The aggregate principal amount of 1981 Series Bonds which may be issued and outstanding at any time on or after the date of this Supplemental Indenture is \$2,100,000, including without limitation the \$950,000 principal amount of 1981 Series Bonds authenticated and delivered concurrently with the execution and delivery of this Supplemental Indenture the issue and authentication of which pursuant to Articles V, VI or VII is hereby expressly authorized.

Any Certificate of the Company delivered pursuant to § 5.01B in respect of the authentication and issuance of such \$950,000 principal amount of 1981 Series Bonds authenticated and delivered concurrently with the issuance and delivery of this Supplemental Indenture need not be signed by an Independent Accountant and need not be accompanied by the Certificate of Independent Accountant.

ARTICLE II.

Miscellaneous.

§ 2.01. 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.

§ 2.02. 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 acceptance of the trust under the Indenture, as heretofore amended, as fully as if said terms and conditions were herein set forth at length.

§ 2.03. 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.

§ 2.04. 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.

§ 2.05. 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 Fifth Supplemental Indenture to be duly executed on March 4, 1958, 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]

BANK OF AMERICA NATIONAL TRUST AND SAVINGS ASSOCIATION,

By *[Signature]*
Trust Officer.

Attest:

[Signature]
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 4th day of March, in the year 1958, before me _____

F S MORSE, 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.

F S Morse

Notary Public in and for the County of Los Angeles, State of California

My Commission expires NOV 6 - 1960

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

On this 4th day of March, A.D. 1958, before me, F. S. MORSE

_____, a Notary Public in and for the said County and State, residing therein, duly commissioned and sworn, personally appeared

D. C. Easterday and G. Bast

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.

F S Morse

Notary Public in and for the County of Los Angeles, State of California.

My Commission expires NOV 6 - 1960

STATE OF CALIFORNIA)
COUNTY OF LOS ANGELES) ss.

Harold G. Laub and Charles H. McCrea, being first duly sworn, each for himself, and not for the other, do depose and say: that the said Harold G. Laub is the President and the said Charles H. McCrea, is the Secretary of Southwest Gas Corporation, the mortgagor named in the foregoing Fifth Supplemental Indenture; that as such officers they are duly authorized by the Board of Directors of said corporation to make this affidavit for and on its behalf and that the foregoing Fifth Supplemental Indenture is bona fide and made without any design to defraud or delay any creditor or creditors of said corporation or any creditor or creditors.

Harold G. Laub
Charles H. McCrea

Subscribed and sworn to before me
this 4th day of March, 1958.

J. M. [Signature]

Notary Public in and for the County
of Los Angeles, State of California.

My Commission expires NOV 6 - 1960

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

On this 4th day of March, 1958, before me F. S. MORSE

, the undersigned officer, personally appeared Harold G. Laub and Charles H. McCrea who acknowledged themselves to be the President and the Secretary, respectively, of Southwest Gas Corporation, a California corporation, and that they as such President and Secretary, being authorized so to do, executed the foregoing instrument for the purposes therein contained, by signing the name of the said corporation by themselves as President and Secretary respectively.

IN WITNESS WHEREOF I have hereunto set my hand and official seal.

F. S. Morse

Notary Public in and for the County of Los Angeles, State of California

My Commission expires NOV 6 - 1960

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

D. C. Easterday and G. Bast

being first duly sworn, each for himself and not for the other, do depose and say: that the said D. C. Easterday is a Trust Officer and the said G. Bast is an Assistant Trust Officer of Bank of America National Trust and Savings Association, one of the mortgagees named in the foregoing Fifth Supplemental Indenture; that as such officers they are duly authorized by the Board of Directors of said corporation to make this affidavit for and on its behalf and that the foregoing Fifth Supplemental Indenture is bona fide and made without any design to defraud or delay any creditor or creditors of Southwest Gas Corporation, a California corporation, the mortgagor named in said instrument or any creditor or creditors.

[Handwritten signatures of D. C. Easterday and G. Bast]

Subscribed and sworn to before me this 4th day of March, 1958.

[Handwritten signature of Notary Public]

Notary Public in and for the County of Los Angeles, State of California

My Commission Expires NOV 6 - 1960

FILE NO. 80562

Filed for record at the request of S. M. Miller
Feb 3, 1964, at 32 minutes past 10 M. Recorded in

Book 3 of Official Records, page D1-134, Records of EUREKA

COUNTY, NEVADA

Fee: \$ 13.25

[Handwritten signature: Phillip A. McLaughlin] Recorder