

Certification of Copy

STATE OF NEVADA
COUNTY OF CLARK

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 Seventh 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)

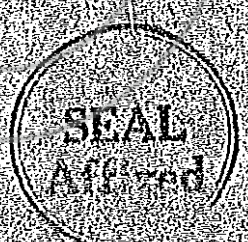
now on record in Book 350 of Official Records
Instrument No. 283192 in this office.

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 AD 1964

PAUL E. HORN, County Recorder

Lucille Oredge

(SEAL)



EXCEPTIONS:

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

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

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

Seventh Supplemental Indenture

Dated: December 1, 1961

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

**First Mortgage Bonds, 5% Series B due 1973
First Mortgage Bonds, 5% Series due 1976**

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

INDENTURE, dated December 1, 1961, 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 office at No. 2011 Las Vegas Boulevard South, Las Vegas, State of Nevada, 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 Trustee, 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 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, October 1, 1957, March 4, 1958, and August 1, 1960; 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 December 1, 1961:

<i>Series</i>	<i>Principal Amount Outstanding</i>
First Mortgage Bonds, 4% Series due 1973	\$ 217,000.
First Mortgage Bonds, 5% Series due 1981	\$1,700,000
First Mortgage Bonds, 4¾% Series due 1979	\$ 960,000
First Mortgage Bonds, 5% Convertible Series due 1981	\$ 300,000
First Mortgage Bonds, 5% Series A due 1973	\$ 380,000
First Mortgage Bonds, 5% Series B due 1977	\$ 176,000
First Mortgage Bonds, 6% Series due 1985	\$1,500,000

; and

WHEREAS, prior to the execution of this Seventh Supplemental Indenture, Nevada Natural Gas Pipe Line Co. (hereinafter called "Nevada Natural"), a Nevada corporation, has been merged into the Company; and

WHEREAS, Nevada Natural heretofore executed and delivered its Indenture of Mortgage and Deed of Trust dated July 1, 1953 to Bank of America National Trust and Savings Association and C. F. Felt, as Trustees, and has heretofore executed and delivered one or more indentures supplemental thereto (said Indenture of Mortgage and Deed of Trust, as supplemented and amended, being herein called the "Nevada Natural Indenture"); and

WHEREAS, Bonds in the aggregate principal amount of One Million One Hundred Fifty Thousand Dollars (\$1,150,000) have heretofore been issued under and in accordance with the terms of the Nevada Natural Indenture, as a first series entitled "First Mortgage Bonds, 5% Series due 1973", herein sometimes called "Nevada Natural 1973 Series Bonds", of which Seven Hundred Thirty Thousand Dollars (\$730,000) principal amount of bonds are outstanding at the date hereof, and Bonds in the aggregate principal amount of Two Million Seven Hundred Thousand Dollars (\$2,700,000) have heretofore been

issued under and in accordance with the terms of the Nevada Natural Indenture, as a second series entitled "First Mortgage Bonds, 5% Series due 1976", herein sometimes called "Nevada Natural 1976 Series Bonds" of which Two Million Two Hundred Fifty Thousand Dollars (\$2,250,000) principal amount of bonds were outstanding at December 1, 1961, and Two Million One Hundred Thousand Dollars (\$2,100,000) principal amount of bonds are outstanding at the date of execution hereof (the Nevada Natural 1973 Series Bonds and the Nevada Natural 1976 Series Bonds being herein sometimes collectively called "Nevada Natural Bonds"); and

WHEREAS, Nevada Natural has heretofore granted to the initial purchasers of the above mentioned Nevada Natural Bonds the right to purchase stock issued by Nevada Natural; 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 Seventh 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 an eighth and ninth series of Bonds to be known respectively as "First Mortgage Bonds, 5% Series B due 1973" (herein sometimes called "1973 Series B Bonds") and "First Mortgage Bonds, 5% Series due 1976", herein sometimes called "1976 Series Bonds", all as herein provided; and

WHEREAS, 1973 Series B Bonds are to be issued against surrender of a like principal amount of Nevada Natural 1973 Series Bonds;

the 1976 Series Bonds are to be issued against surrender and cancellation of a like principal amount of Nevada Natural 1976 Series Bonds 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 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 in the STATE OF CALIFORNIA, in CLARK COUNTY, in the STATE OF NEVADA and in GILA COUNTY, GREENLEE COUNTY, MOHAVE COUNTY and PINAL 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

PIPE LINES

All pipe lines of the Company, located and to be located in the States of Arizona, California and 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, including all of the following except the first 15,230 feet thereof extending from El Paso Natural Gas Metering Station (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), to be constructed:

A. TOPOOK--LAS VEGAS LINE

Beginning at El Paso Natural Gas Metering Station, said station being located approximately 1,000' north and 150' west of the southeast corner of Section 35, Township 16 North, Range 21 West, G. & S. R. M., thence in a northwesterly direction a distance of 15,030' more or less to a point on the north line of Section 23, approximately 1350' east of the northwest corner of Section 23, Township 16 North, Range 21 West, G. & S. R. M. thence northwesterly a distance of 14,600' more or less to a point, approximately 300' east of the west $\frac{1}{4}$ corner Section 3, Township 16 North, Range 21 West, G. & S. R. M. thence northwesterly and parallel to the Mohave County R. E. A. power line a distance of 17,200' more or less to a point approximately 1,650' west and 900' south of the northeast corner of Section 21, Township 17 North, Range 21 West, G. & S. R. M. thence northwesterly a distance

of 4,350' more or less to a point approximately 1,300' west of the center of Section 16, Township 17 North, Range 21 West, G. & S. R. M. thence westerly a distance of 14,520' more or less to a point at the center of Section 13, Township 17 North, Range 21 West, G. & S. R. M. thence north a distance of 2,640' more or less to a point at the north $\frac{1}{4}$ corner of Section 13, Township 17 North, Range 21 West, G. & S. R. M., thence west a distance of 14,585' more or less to a point west of the southeast corner on the south line of Section 9, Township 17 North, Range 21, West, G. & S. R. M., thence northwesterly a distance of 2,800' more or less to a point on the east bank of the present channel of the Colorado River, thence southwesterly a distance of 900' more or less to a point on the west bank of the present channel of the Colorado River thence westerly along the north line of Section 24, Township 9 North, Range 22 East, S. B. B. & M., for a distance of 2,100' more or less to a point thence northwesterly a distance of approximately 8,470' to a point which is approximately 1,050' south of the northeast corner of Section 15, Township 9 North, Range 22 East, S. B. B. & M., thence northwesterly 10,980' more or less to a point approximately 1,460' south and 700' east of the northwest corner of Section 9, Township 9 North, Range 22 East, S. B. B. & M., thence westerly 3,400' more or less to a point 1,700' north of the center of Section 8, Township 9 North, Range 22 East, S. B. B. & M., thence southwesterly a distance of 5,760' more or less to a point approximately 200' west of the center of Section 7, Township 9 North, Range 22 East, S. B. B. & M., thence crossing the A. T. S. F. Railroad tracks on a 90° angle for a distance of 350' to a point, thence southwesterly 9,650' more or less to a point approximately 1,420' west and 1,150' south of the northeast corner of Section 14, Township 9 North, Range 21 East, S. B. B. & M., thence northwesterly a distance of 26,550' more or less to a point 1,700' east and 1,050' north of the southwest corner of Section 21, Township 10 North, Range 21 East, S. B. B. & M., thence northwesterly across A. T. S. F. Railroad tracks a distance of 6,900' more or less to a point approximately 2,100' west and 1,400' north of the southeast corner of Section 17, Township 10 North, Range 21 East, S. B. B. & M., thence northerly a distance of 24,585' more or less to a point 1,120' west and 1,180' south of the northeast corner of Section 20, Township 11 North, Range 20 East, S. B. B. & M., said point being approximately 200' west of U. S. Highway

No. 95, thence northeasterly and parallel to U. S. Highway No. 95 a distance of 4,500' more or less to a point 100' north and 1,500' west of the center of Section 16, Township 11 North, Range 20 East, S. B. B. & M. to a point, thence northerly a distance of 3,700' more or less to a point approximately 875' north and 100' west of the southeast corner of Section 8, Township 11 North, Range 20 East, S. B. B. & M., thence northerly 35,700' more or less to a point approximately 900' west and 350' south of the northeast corner of Section 8, Township 12 North, Range 20 East, S. B. B. & M., thence northwesterly a distance of 11,500' more or less to a point approximately 850' south and 1,200' west of the northeast corner of Section 31, Township 13 North, Range 20 East, S. B. B. & M., thence northerly a distance of approximately 2,900' to a point on the Nevada-California state lines, 1,700' east and 600' south of the center of Section 30, Township 13 North, Range 20 East, S. B. B. & M., thence in a northerly direction and parallel to the west right of way line of U. S. Highway No. 95 a distance of 93,600' more or less to a point approximately 1,750' west and 250' south of the northeast corner of Section 14, Township 29 South, Range 63 East, M. D. B. & M., thence northwesterly a distance of 9,350' more or less to a point approximately 2,350' west and 1,700' north of the southeast corner of Section 3, Township 29 South, Range 63 East, M. D. B. & M., thence northwesterly 6,400' more or less to a point approximately 780' west and 2,200' north of the southeast corner of Section 33, Township 28 South, Range 63 East, M. D. B. & M., thence northerly and parallel to the Needles Power Line a distance of 4,700' more or less to a point approximately 1,550' north and 325' west of the southeast corner of Section 28, Township 28 South, Range 63 East, M. D. B. & M. thence northerly a distance of 1,170' more or less to a point approximately 2,640' north and 140' east of the southwest corner of Section 27, Township 28 South, Range 63 East, M. D. B. & M., thence northerly a distance of 4,700' more or less to a point approximately 525' east and 2,000' north of the southwest corner of Section 22, Township 28 South, Range 63 East, M. D. B. & M., thence northeasterly a distance of 2,700' more or less to a point approximately 2,200' east and 1,180' south of the northwest corner of Section 22, Township 28 South, Range 63 East, M. D. B. & M., thence northerly a distance of 398' more or less to a point approximately 2,350' east and 820' south of the northwest corner

of said Section 22, Township 28 South, Range 63 East, M. D. B. & M., thence northwesterly a distance of 620' more or less to a point approximately 1,950' east and 350' south of the northwest corner of Section 22, Township 28 South, Range 63 East M. D. B. & M., thence northwesterly 620' more or less to a point approximately 350' South 1950' East of the northwest corner of Section 22, Township 28 South, Range 63 East, M. D. B. & M., thence northerly 1,510' more or less to a point approximately 2,400' east and approximately 1,200' north of the southwest corner of Section 15, Township 28 South, Range 63 East, M. D. B. & M., thence northerly a distance of 8,800' more or less to a point approximately 800' west and 800' south of the northeast corner of Section 10, Township 28 South, Range 63 East, M. D. B. & M., thence northeasterly a distance of 8,330' more or less to a point 190' west of the center line of U. S. Highway No. 95, said point being approximately 2,250' east and approximately 1,200' north of the southwest corner of Section 35, Township 27 South, Range 63 East, M. D. B. & M., thence northerly a distance of approximately 190' west and parallel to the center line of U. S. Highway No. 95, a distance of 18,350' more or less to a point approximately 170' south and 850' east of the northwest corner of Section 14, Township 27 South, Range 63 East, M. D. B. & M., thence continuing northerly and parallel to U. S. Highway No. 95 a distance of 28,800' more or less to a point approximately 2,640' north and 1,850' west of the southeast corner of Section 20, Township 26 South, Range 63 East, M. D. B. & M., thence continuing parallel to U. S. Highway No. 95 northerly a distance of 29,300' more or less to a point 190' west of the northeast corner of Section 29, Township 25 South, Range 63 East, M. D. B. & M., thence northerly a distance of 73,300' more or less to a point approximately 1,900' west and 1,900' south of the northeast corner of Section 14, Township 23 South, Range 63 East, M. D. B. & M., thence northerly a distance of 8,000' more or less to a point approximately 1,850' west and 850' north of the southeast corner of Section 2, Township 23 South, Range 63 East, M. D. B. & M., thence northwesterly a distance of 57,600' more or less to a point approximately 2,250' east and 1,300' north of the southwest corner of Section 27, Township 21 South, Range 62 East, M. D. B. & M., said point being the east city limits of Whitney, Nevada.

B. NEW MAIN PIPE LINE

All those certain pipe lines for the transportation and supply of natural gas to be acquired or constructed by or in behalf of the Company, and all real estate and rights of way acquired or to be acquired by the Company pertaining to such pipe lines or used or useful or to be used or useful in the operation thereof, as follows:

A main pipe line, beginning at the terminus of the 16" and 12 $\frac{3}{4}$ " loop pipe line, said terminus being a point of connection with the Nevada Natural Gas Pipe Line Co.'s existing Blue Diamond line, said point being the north $\frac{1}{4}$ corner of Section 6, Township 22 South, Range 62 East, M.D.B. & M., Clark County, Nevada; thence running in an easterly direction to the northeast corner of said Section 6, thence in a southerly direction to the southeast corner of said Section 6, thence in a southeast and easterly direction crossing Sections 8, 9, 16, 15, 14, 13 and 24 of said township and range to a point on the west line of Section 19, Township 22 South, Range 63 East, M.D.B. & M., continuing thence in a southerly direction crossing Sections 19, 30 and 31 of said township and range to a point on the north line of Section 6, Township 23 South, Range 63 East, M.D.B. & M., continuing thence in a southerly direction crossing Sections 6, 5, 8, 17, 20, 19, 30 and 31 of said township and range to a point on the north line of Section 6, Township 24 South, Range 63 East, M.D.B. & M., continuing thence in a southerly direction crossing Sections 6, 7, 18, 19, 30, 29 and 32 of said township and range to a point on the north line of Section 5, Township 25 South, Range 63 East, M.D.B. & M., continuing thence in a southerly direction crossing Sections 5, 8, 17, 20, 29 and 32 of said township and range to a point on the north line of Section 5, Township 26 South, Range 63 East, M.D.B. & M., continuing thence in a southerly direction in Section 5 to a point of connection with Nevada Natural Gas Pipe Line Co.'s existing 10 $\frac{3}{4}$ " O.D. pipeline in said Section 5, continuing thence in a southerly direction parallel to said 10 $\frac{3}{4}$ " O.D. main line crossing Sections 5, 8, 17, 20, 29, 28 and 33 of said township and range to a point on the north line of Section 4, Township 27 South, Range 63 East, M.D.B. & M., continuing thence in southerly direction parallel to said existing 10 $\frac{3}{4}$ " main line crossing Sections 4, 3, 10, 15, 22, 27 and 34 of said township and range to a point on the north line of Section 3, Township 28

South, Range 63 East, M.D.B. & M., continuing thence in a southerly direction crossing Sections 3, 10, 11, 22, 27, 28, 33 and 34 of said township and range to a point on the north line of Section 3, Township 29 South, Range 63 East, M.D.B. & M., continuing thence in a southerly direction crossing Sections 3, 10, 11 and 14 of said township and range to a point in Section 14 whence said loop line leaves the existing 10 $\frac{3}{4}$ " O.D. main line, continuing thence in a southeasterly direction crossing Sections 14, 13, 24, 25, and 36 of said township and range to a point on the west line of Section 31, Township 29 South, Range 64 East, M.D.B. & M., continuing thence in a southeasterly direction across said Section 31 to a point on the north line of Section 6, Township 30 South, Range 64 East, M.D.B. & M., continuing thence in a southeasterly direction crossing Sections 6, 7, 18, 17, 20, 29, 28 and 33 of said township and range to a point on the north line of Section 4, Township 31 South, Range 64 East, M.D.B. & M., continuing thence in a southeasterly direction crossing Sections 4, 9, 10, 15, 22, 27, 26 and 35 of said township and range to a point on the north line of Section 2, Township 32 South, Range 64 East, M.D.B. & M., continuing thence in a southeasterly direction crossing Sections 2, 1, 12, 13 and 24 of said township and range to a point on the west line of Section 19, Township 32 South, Range 65 East, M.D.B. & M., continuing thence in a southeasterly direction crossing Sections 19, 30, 29, 32 and 33 of said township and range to a point on the north line of Section 4, Township 33 South, Range 65 East, M.D.B. & M., continuing thence in a southeasterly and easterly direction crossing Sections 4, 3, 2, 11, 12, 7, 8, 5 and 4 of said township and range to a point on the west bank of the Colorado River, said point being on the west line of said Section 4, a distance of 304 feet north of the southwest corner of said Section 4, continuing thence in a northeast direction across the Colorado River for a distance of approximately 850 feet, to a point on the east bank of said river, said point being in Section 24, Township 20 North, Range 23 West, G. & S.R.B. & M., Mohave County, Arizona, continuing thence in an easterly direction across said Section 24 to a point on the west line of Section 19, Township 20 North, Range 22 West, G. & S.R.B. & M., continuing thence in an easterly and southeasterly direction across Sections 19, 20, 29 and 35 of said township and range to a point on the north line of Section 2, Township 19 North, Range 22 West, G. & S.R.B. & M., continuing thence in a southeasterly direction crossing Sections

2, 11, 12, 13, 24, 25 and 36 of said township and range to a point on the west line of Section 31, Township 19 North, Range 21 West, G. & S.R.B. & M., across said Section 31 to a point on the north line of Section 6, Township 18 North, Range 21 West, G. & S.R.B. & M., continuing thence in a southeasterly direction crossing Sections 6, 7, 18, 19, 20, 29 and 32 of said township and range to a point on the north line of Section 5, Township 17 North, Range 21 West, G. & S.R.B. & M., continuing thence in a southeasterly direction crossing Sections 5, 4, 9, 16 and 21 of said township and range to a point of connection with Nevada Natural Gas Pipe Line Co.'s existing 10 $\frac{1}{4}$ " O.D. main line in said Section 21, continuing thence in a southeasterly direction and parallel to said existing 10 $\frac{1}{4}$ " main line crossing Sections 21, 22, 27 and 34 to a point on the north line of Section 3, Township 16 North, Range 21 West, G. & S.R.B. & M., continuing thence in a southeasterly direction and parallel to said existing 10 $\frac{1}{4}$ " O.D. main line crossing Sections 3, 10, 15, 14, 23, 26 and 35 to a point of connection with El Paso Natural Gas Company's main line system, said point being in the southeast quarter of the southeast quarter of said Section 35, a total distance of 110.2 miles more or less.

C. BLUE DIAMOND LATERAL

A lateral supply line, beginning at a point of connection with Nevada Natural Gas Pipe Line Co.'s 10 $\frac{1}{4}$ " O.D. main line in the south half of the south half Section 27, Township 21 South, Range 62 East, M.D.B. & M., Clark County, Nevada, thence running in a westerly direction crossing Sections 27, 28, 33, 32 and 31 of said township and range to the north quarter corner of said Section 31, continuing thence in a southerly direction to the south quarter corner of said Section 31, continuing thence in a westerly direction along the south line of said Section 31 to a point on the east line of Section 36, Township 21 South, Range 61 East, M.D.B. & M., continuing thence in a westerly direction along the south line of Sections 36, 35, 34 and 33, Township 21 South, Range 61 East, M.D.B. & M., and the north line of Sections 4, 5 and 6 of Township 22 South, Range 61 East, M.D.B. & M., to the northwest corner of said Section 6, continuing thence in a westerly direction along the north line of Sections 1, 2, 3, 4 and 5, Township 22 South, Range 60 East, M.D.B. & M., to the west 1/16 corner of said Section 5, continuing thence in a southwesterly direction across said Section 5 and Section 6 of

said township and range to a point on the west line of said Section 6, continuing thence in a southwesterly and westerly direction across Sections 1, 2, 11, 10 and 9, Township 22 South, Range 59 East, M.D.B. & M., to the northwest corner of said Section 9, said point being the end of the line, a total distance of 111,507.68 feet or 21.119 miles more or less.

D. B.M.I. LATERAL

A lateral supply line, beginning at a point of connection with Nevada Natural Gas Pipe Line Co.'s 10 $\frac{3}{4}$ " O.D. main line, said point being in the southwest quarter of Section 7, Township 22 South, Range 62 East, M.D.B. & M., thence running in a westerly direction along Avenue F of the B.M.I. plants a distance of 2,552.86 feet, thence running northerly along 11th Street of the B.M.I. plants a distance of 337.30 feet, thence running westerly, a distance of 812.13 feet, then running southerly along 9th Street of the B.M.I. plants a distance of 64.84 feet, thence running westerly along Avenue E of the B.M.I. plants a distance of 1876.71 feet, thence running southerly along 4th Street of the B.M.I. plants a distance of 573.37 feet, thence running westerly a distance of 1147.04 feet to the end of the line, a total distance of 7418.85 feet or 1.405 miles more or less.

E. APEX LATERAL

A lateral supply line, beginning at a point of connection with Southwest Gas Corporation's 10 $\frac{3}{4}$ " O.D. Main line in the NE $\frac{1}{4}$ of the NE $\frac{1}{4}$ of Sec. 4, T-20-S, R-62-E MDB&M, Clark County, Nevada, thence running N 55° 48' E and parallel to U. S. Highway 91, a distance of 431.85 feet, continuing thence N 54° 19' E and parallel to U. S. Highway 91, through Sec. 3, T-20-S, R-62-E and Sections 34, 35 and 26 T-19-S, R-62-E to the westerly line of Sec. 25 T-19-S, R-62-E a distance of 14,656.45 feet continuing thence N 64° 50' E a distance of 689.50 feet continuing thence N 54° 19' E and parallel to U. S. Highway 91, through Sections 25 and 24 T-19-S, R-62-E a distance of 10,377.55 feet continuing thence, following a curvature to the left and parallel to Highway 91 a distance of 811.50 feet continuing thence N 45° 22' E and parallel to U. S. Highway 91, to a point 947.39 feet west of the easterly line of Section 17 T-19-S, R-63-E a distance of 6412.60 feet continuing thence, following a curvature to the left and parallel to U. S. Highway 91, a distance of

2026.03 feet continuing thence N 24° 59' E a distance of 1100.12 feet continuing thence N 16° 59' E a distance of 700.00 feet continuing thence N 03° 59' E a distance of 425.00 feet continuing thence N 07° 39' E a distance of 1335.00 feet continuing thence N 09° 39' E a distance of 720.00 feet to the southerly right-of-way of the Union Pacific Railroad, continuing thence N 49° 41' E crossing the Union Pacific Railroad right-of-way to a point a distance of 640.00 feet continuing thence N 32° 49' E a distance of 680.00 feet continuing thence N 60° 19' E to a point 20 feet west of the easterly line of Section 3 T-19-S, R-63-E, a distance of 3384.00 feet continuing thence N 44° 49' E, to a point 936.59 feet north of the southerly line of Section 34 T-18-S, R-63-E, a distance of 6653.65 feet continuing thence N 32° 51' E, and parallel to U. S. Highway 91, a distance of 5099.06 feet continuing thence N 43° 34' W and crossing U. S. Highway 91 a distance of 1020.28 feet, continuing thence N 37° 41' E a distance of 1966.04 feet continuing thence N 72° 11' E a distance of 426.02 feet continuing thence in a northerly direction a distance of 447.82 feet continuing thence in a northwesterly direction a distance of 635.16 feet continuing thence in a southeasterly direction a distance of 69 feet to a point in the SE $\frac{1}{4}$ of the NW $\frac{1}{4}$ of Section 26, T-18-S, R-63-E, said point being the end of the line a total distance of 60,100 feet or 11.38 miles, more or less.

F. MISCELLANEOUS RIGHTS OF WAY

(a) A right of way 50' in width, the center line of which is described as follows:

Beginning at a point on the West line of Section 8, Township 17 North, Range 21 West, G & SRB & M., 25' North of the Southwest corner of said Section, thence due East, 720 miles more or less.

(b) A right of way 50' in width, the center line of which is described as follows:

Beginning at a point on the West line of Section 12, Township 17 North, Range 22 West, G & SRB & M., 25' North of the Southwest corner of said Section and running due East to the East line of said Section, a distance of 1.001 miles, more or less.

(c) A right of way 50' in width, the center line of which is described as follows:

Beginning at a point on the West line of Section 10, Township 17 North, Range 22 West, G & SRB & M., 869' 6" north of the Southwest corner of said Section, thence North 81° 04" West to the East line of said Section, a distance of 1.007 miles, more or less.

II

FEE LANDS

A. LAS VEGAS OFFICE BUILDING

That portion of Lot One (1) Block Two (2) of South Fifth Street Tract as shown by Map thereof on file in Book 2 of Plats, Page 72, in the Office of the County Recorder of Clark County, Nevada, described as follows:

BEGINNING at the most Southerly corner of said Lot 1 thence North 27° 54' 36" East along the East line of said Lot 1 a distance of 250.00 feet to a point; thence North 62° 05' 24" West to a distance of 277.59 feet to a point on the West line of said Lot 1; thence from a tangent whose bearing is South 31° 19' 45" West turning to the right along a curve of said West line having a radius of 2515.00 feet and subtending a central angle of 2° 25' 35" an arc length of 106.50 feet to a point; thence from a tangent whose bearing is South 33° 45' 20" West turning to the left along a curve of said West line having a radius of 2485.00 feet and subtending a central angle of 3° 19' 34" an arc length of 144.26 feet to the most Westerly corner of said Lot 1; thence South 62° 05' 24" East a distance of 297.60 feet to the point of beginning. Excepting therefrom a rectangular strip of land fronting 80' on South Fifth Street running through to the eastern boundary of said parcel, said strip constituting the southerly 80 feet of said parcel.

B. CALIFORNIA BRIDGE SITE

That portion of the South $\frac{1}{2}$ of the North $\frac{1}{2}$ of the Southwest $\frac{1}{4}$ of the Northeast $\frac{1}{4}$ of Section 13, Township 9 North, Range 22 East, San Bernardino Base and Meridian, San Bernardino County, California, according to Government Survey, described as follows:

Beginning at a point on the East line of said South $\frac{1}{2}$ of the North $\frac{1}{2}$ of the Southwest $\frac{1}{4}$ of the Northeast $\frac{1}{4}$ of said Section

13, North $0^{\circ} 01'$ East 201.37 feet from the Southeast corner thereof, thence North $14^{\circ} 57'$ West 100 feet; thence South $75^{\circ} 03'$ West 1153.81 feet to a point on the South line of said South $\frac{1}{2}$ of the North $\frac{1}{2}$ of the Southwest $\frac{1}{4}$ of the Northeast $\frac{1}{4}$ of said Section 13; thence South $89^{\circ} 59'$ East along said South line 387.21 feet; thence North $75^{\circ} 03'$ East 779.74 feet to the point of beginning.

C. ARIZONA BRIDGE SITE

A parcel of land in Section 24, Township 20 North, Range 23 West, Gila and Salt River Base and Meridian, Mohave County, Arizona, more particularly described as follows:

BEGINNING at the Northeast corner of the Northwest quarter of the Southeast quarter (N/W $\frac{1}{4}$, S/E $\frac{1}{4}$) of said Section 24, run thence S. $63^{\circ} 19' 30''$ W. a distance of 1949.36 feet to a point in lot 3 of said Section 24, being the TRUE POINT OF BEGINNING; thence N. $70^{\circ} 12' 30''$ W. a distance of 86.54 feet to a point; thence S. $19^{\circ} 47' 30''$ W. a distance of 300.0 feet to a point on the east bank of the Colorado River, as it existed 9 May 1956 thence S. $70^{\circ} 12' 30''$ E. along the east bank of the Colorado River as it existed 9 May 1956, 200.0 feet to a point; thence N. $19^{\circ} 47' 30''$ E. a distance of 300.0 feet to a point; thence N. $70^{\circ} 12' 30''$ W. a distance of 11346 feet to said point of beginning.

D. FIVE ACRE PARCEL NEAR HENDERSON, NEVADA

The S $\frac{1}{2}$ of NW $\frac{1}{4}$ of SW $\frac{1}{4}$ of the SW $\frac{1}{4}$, Section 19, T-22-S, R-63-E MDB & M, Clark County, Nevada, containing 5 acres, more or less.

III

PLANT AND EQUIPMENT

All gas distribution and gas transmission systems of the Company, all buildings, erections, structures, generating and purifying apparatus, holders, engines, boilers, benches, retorts, tanks, pipe lines, connections, service pipes, meters, regulators, conduits, tools, instruments, appliances, apparatus, facilities, machinery, fixtures, and all other property used or provided for use in the construction, maintenance, repair or operation of such distribution and transmission sys-

tems, 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.

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.

IV

FRANCHISES

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

V

CONTRACTS

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

17

VI

SHARES OF STOCK

One thousand (1,000) shares of the common capital stock (\$100 par value) of Carson Water Company, a Nevada corporation, and any and all other capital stock of said Carson Water Company from time to time owned by the Company.

Two thousand two hundred (2,200) shares of the common capital stock of Utility Financial Corp., a Nevada corporation, and any and all capital stock of said Utility Financial Corp. from time to time owned by the Company.

Seven thousand (7,000) shares of the common capital stock of Southwest Gas Corporation of Arizona, a Nevada corporation, and any and all capital stock of said Southwest Gas Corporation of Arizona from time to time owned by the Company.

One thousand (1,000) shares of common capital stock (\$10 par value) of Nevada Northern Gas Company, a Nevada corporation, and any and all capital stock of said Nevada Northern Gas Company from time to time owned by the Company.

VII

FURTHER PROPERTY CONVEYED TO TRUSTEES

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

VIII

TOGETHER WITH ALL AND SINGULAR the tenements, hereditaments and appurtenances belonging or in anywise appertaining to the afore-

said property, or any part thereof, with the reversion or reversions, remainder and remainders, rents, issues, income and profits thereof, and all the right, 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 trust estate 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 set forth in the Indenture, for the equal pro rata benefit and security of each and every the persons who may be or become the holders of the Bonds and coupons secured by the Indenture, 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 hereof, may afford additional security for the Bonds of any particular series and except as provided in §12.01), and for securing the observance and performance of all the terms, provisions and conditions of the Indenture.

UPON CONDITION that, if the Company, its successors and assigns, shall duly perform all conditions precedent to the discharge of the Indenture in compliance with the provisions thereof, then this Seventh Supplemental Indenture and the estate and rights hereby granted shall cease, determine and be void, otherwise to be and remain in full force and effect.

THIS INDENTURE FURTHER WITNESSETH, that the Company has agreed and covenanted, and hereby does agree and covenant with the 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 "1985 Series Bonds" in § 1.01, as heretofore amended:

"The term '1973 Series B Bonds' shall mean one of the First Mortgage Bonds, 5% Series B due 1973, issued hereunder. The term '1976 Series Bonds' shall mean one of the First Mortgage Bonds, 5% Series due 1976, issued hereunder."

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

"(k) All property acquired in connection with the merger of Nevada Natural Gas Pipe Line Co., a Nevada corporation, reference being made however to § 5.03."

§ 3.01. The following paragraphs be and they hereby are added at the end of § 3.01:

"Upon the execution and delivery of the Seventh Supplemental Indenture, and upon delivery to the Trustee at any time or from time to time thereafter of all or any part of Seven Hundred Thirty Thousand Dollars (\$730,000) principal amount of 1973 Series B Bonds executed by the Company and the surrender to the Trustee for cancellation of a like principal amount of Nevada Natural 1973 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 1973 Series B Bonds and deliver them to or upon the Written Order of the Company.

"Upon the execution and delivery of the Seventh Supplemental Indenture and upon delivery to the Trustee at any time or from time to time thereafter of all or any part of Two Million One Hundred Thousand Dollars (\$2,100,000) principal amount of 1976 Series Bonds executed by the Company, and

the surrender to the Trustee for cancellation of Two Million One Hundred Thousand Dollars (\$2,100,000) principal amount of Nevada Natural 1976 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 1976 Series Bonds and deliver them to or upon the Written Order of the Company.

"The 1973 Series B Bonds and the 1976 Series Bonds shall be in all respects as described in § 2.01 of said Seventh Supplemental Indenture."

§ 5.03. The following § 5.03 be and it hereby is added to Article V:

"§ 5.03. After the merger into the Company of Nevada Natural Gas Pipe Line Company, a Nevada corporation, and the execution and delivery of the Seventh Supplemental Indenture, the property acquired by the Company in connection with such merger (notwithstanding that the same has become Funded Property through the operation of Clause (k) of the definition of 'Funded Property') may be made in effect the basis for the authentication and delivery of additional Bonds, or the withdrawal of Funded Cash held by the Trustee hereunder, in all respects as if such property so acquired were unfunded Property Additions having a Cost to the Company, and a Fair Value to the Company at the date of certification, of Four Hundred Thousand Dollars (\$400,000), and in any Certificate of the Company delivered pursuant to § 5.01 or § 11.11 in which the Company elects to certify the same, the Company shall state, in lieu of the statements required by (or by reference to) § 5.01 (1) to (8), inclusive, that the Company elects to certify a specified unused portion of the credit of Four Hundred Thousand Dollars (\$400,000) established pursuant to this § 5.03 in lieu of a Gross Amount of Property Additions equal to such unused credit."

§ 8.14, § 8.15 and § 8.16. § 8.14, § 8.15 and § 8.16 be and they hereby are amended to read as follows:

"§ 8.14. Forthwith upon the acquisition of any shares of stock or other securities or notes, bonds or other evidences of indebtedness (except any of the same evidencing current indebtedness), of any Subsidiary or of any corporation which thereby shall become a Subsidiary, the Company will deposit and pledge the same with the Trustee subject to the direct lien of the Indenture, subject to no prior lien or encumbrance.

Nevada Northern Gas Company, a Nevada corporation, shall be deemed a "Subsidiary" for the purpose of this § 8.14, but not otherwise, whether or not at the time in question the Company owns or controls more than fifty per cent. (50%) of the stock of said corporation having ordinary voting power.

Upon such deposit and pledge, the Company shall deliver to the Trustee an opinion of Counsel that the certificates for such shares of stock or such other securities are duly and validly issued and outstanding and that upon deposit thereof with the Trustee will be subject to the direct lien of the Indenture, subject to no prior lien or encumbrance.

The term '*current indebtedness*' shall mean all indebtedness maturing on demand or within one year after the date of creation thereof which is not renewable or extendible at the option of the borrower to a date one year from the date of creation thereof or incurred under a revolving credit or similar agreement obligating the lender to extend credit over a period of one year or more.

§ 8.15. The Company will not cause or permit any Subsidiary to (1) sell, lease or transfer all, or substantially all, of its properties, rights and franchises except (a) to the Company or another Subsidiary or (b) by way of mortgage or pledge to secure indebtedness permitted by § 8.16(2), or (2) merge or consolidate with or into any corporation other than the Company or another Subsidiary.

§ 8.16. Except as otherwise authorized by the written consent of the holders of at least sixty-six and two-thirds per cent. (66 $\frac{2}{3}$ %) in principal amount of the Bonds at the time outstanding

(1) No issue of additional shares of any Subsidiary will be made unless simultaneously there shall be made effective provision that certificates for all such additional shares, forthwith upon the issue thereof, shall be deposited and pledged with the Trustee hereunder as provided in § 8.14, *provided* that nothing in this § 8.16(1) shall be deemed to prohibit the issue of additional shares of said Nevada Northern Gas Company to persons other than the Company, without deposit or pledge of the same hereunder.

(2) No Subsidiary will create or suffer to exist any indebtedness, whether directly or by guaranty, assumption or otherwise, except as follows:

(a) In the case of any Subsidiary, current indebtedness incurred in the ordinary course of business (not as a result of borrowing) and not evidenced by any note or other evidence of indebtedness;

(b) In the case of any Subsidiary, indebtedness owed to the Company, *provided* that all indebtedness aggregating in excess of Ten Thousand Dollars (\$10,000) owing by any Subsidiary for a period of more than one year shall be evidenced by a note which, forthwith upon the execution thereof, shall be assigned to and pledged with the Trustee hereunder pursuant to § 8.14;

(c) In the case of Utility Financial Corp., a Nevada corporation, the above-mentioned Nevada Northern Gas Company, or Carson Water Company, a Nevada corporation, any indebtedness whatsoever, *provided* that neither the Company nor any Subsidiary other than the particular obligor (i) shall be obligated under such indebtedness as debtor, guarantor or otherwise or (ii) shall be obligated under any so-called 'take-or-pay' agreement or other agreement with the particular obligor, under which payment for goods or services is to be made to such particular obligor whether or not such goods or services are furnished; and

(d) In the case of Southwest Gas Corporation of Arizona, indebtedness to Pacific Gas and Electric Company in an amount not exceeding Thirty Thousand Dollars (\$30,000).

(3) The aggregate amount of the investment of the Company and all Subsidiaries in said Nevada Northern Gas Company, whether by acquisition of stock or other securities, or by loans, guarantees, advances, capital contributions or otherwise, will not at any time exceed Two Million Seven Hundred Fifty Thousand Dollars (\$2,750,000).

(4) The aggregate amount of the investment of the Company and all Subsidiaries in said Utility Financial Corp., whether by acquisition of stock or other securities, or by loans, guarantees, advances, capital contributions or otherwise, will not at any time exceed Six Hundred Thousand Dollars (\$600,000)."

§ 9.01. The following Clauses H and I be and they hereby are added to § 9.01, immediately after Clause G thereof:

"H. The Company will maintain a Sinking Fund (herein called the 'Sinking Fund for the 1973 Series B Bonds') to be applied as hereinafter provided for the 1973 Series B Bonds, and for that purpose will pay to the Trustee two business days prior to each of the annual dates in the following tabulation, the amount of cash (herein called the 'Fixed Sinking Fund Payment' in respect of the 1973 Series B Bonds) set opposite such dates:

Annual Dates	Amount of Cash to be Deposited on the Respective Annual Dates
July 1 in each year commencing July 1, 1962, and ending July 1, 1972	\$ 60,000

"I. The Company will maintain a Sinking Fund (herein called the 'Sinking Fund for the 1976 Series Bonds') to be applied as hereinafter provided for the 1976 Bonds, and for that purpose will pay to the Trustee two business days prior to each of the annual dates in the following tables, the amount of cash (herein called the 'Fixed Sinking Fund Payment' in respect of the 1976 Series Bonds) set opposite such dates:

Annual Dates	Amount of Cash to be Deposited on the Respective Annual Dates
March 1 in each year, commencing March 1, 1963 and ending March 1, 1975	\$150,000"

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

"The 1973 Series B 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 equal in aggregate principal amount to Fifty Thousand Dollars (\$50,000) or more in a multiple 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 determined as follows:

If redeemed on or before June 30, 1963	5%
If redeemed thereafter and on or before June 30, 1968	4%
If redeemed thereafter and prior to maturity	3%

The 1976 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 equal in aggregate principal amount to Fifty Thousand Dollars (\$50,000) or more in a multiple 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 determined as follows:

If redeemed on or before February 28, 1966	5%
If redeemed thereafter and on or before February 28, 1971	4%
If redeemed thereafter and prior to maturity	3%

§ 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, 1981 Series Convertible Bonds, 1973 Series A Bonds, 1977 Series B Bonds, 1985 Series Bonds, 1973 Series B Bonds or 1976 Series Bonds, pursuant to the provisions of Article IX, such 1973 Series Bonds, 1979 Series Bonds, 1981 Series Bonds, 1981 Series Convertible Bonds, 1973 Series A Bonds, 1977 Series B Bonds, 1985 Series Bonds, 1973 Series B Bonds or 1976 Series 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 following paragraph be and it hereby is added at the end of § 11.02:

“Anything in the foregoing § 11.02 to the contrary notwithstanding, the Company shall have the right to sell or dispose of all or substantially all of the gas pipe line properties of the Com-

pany located in the State of Arizona which were acquired upon the merger of Nevada Natural, and the Trustees shall, from time to time, release the property so sold or disposed of from the operation and lien of this Indenture, upon deposit with the Trustee of a sum in cash equal to the consideration received by the Company therefor (valuing purchase money mortgages at their principal amount and property received in exchange at its Fair Value, as stated in the Application of the Company); and in the case of any such sale or disposition the annual rate of interest borne by the 1976 Series Bonds outstanding at the date of such sale or disposition shall be increased by an amount computed (to the nearest hundredth of 1%) (1) by multiplying the amount deposited as aforesaid by seventy-five ten thousandths (.0075) and (2) dividing the product thus obtained by the principal amount of 1976 Series Bonds outstanding on the date of such sale or disposition. In the event of any such increase in interest rate the Company will give prompt notice thereof to all registered holders of 1976 Series Bonds and will promptly upon request exchange for all 1976 Series Bonds specifying an annual interest rate of 5%, 1976 Series Bonds specifying such increased annual interest rate."

§ 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 property of the Company subject to the lien hereof in the municipalities of Barstow or Victorville, California, or Las Vegas, Nevada, or all or substantially all of any gas pipe line of the Company from the gas pipe lines of El Paso Natural Gas Company to 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."

ARTICLE II.

1973 Series B Bonds

1976 Series Bonds

§ 2.01. A. There shall be an eighth series of Bonds, known as and entitled "First Mortgage Bonds, 5% Series B due 1973" (herein called the "1973 Series B 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 § 2.02 of this Supplemental Indenture.

The aggregate principal amount of 1973 Series B Bonds which may be authenticated and delivered and outstanding under the Indenture is Seven Hundred Thirty Thousand Dollars (\$730,000). No additional 1973 Series B Bonds may be authenticated and delivered pursuant to Article V, VI or VII of the Indenture without the consent in writing of the holders of all then outstanding 1973 Series B Bonds.

The 1973 Series B Bonds shall bear interest at the rate of five per cent. (5%) per annum and shall mature July 1, 1973. The date of commencement of the first interest period for the 1973 Series B Bonds shall be January 1, 1962.

The 1973 Series B Bonds shall be coupon Bonds of the denomination of One Thousand Dollars (\$1,000) and One Hundred Thousand Dollars (\$100,000) and registered Bonds without coupons of the denominations of One Thousand Dollars (\$1,000) and any multiple thereof. The coupon Bonds of the 1973 Series B Bonds shall be dated as of January 1, 1962. The registered Bonds of the 1973 Series B

Bonds without coupons shall be dated as provided in § 2.08 of the Indenture. All 1973 Series B Bonds shall bear interest from their respective dates, such interest to be payable semi-annually on the first day of January and July in each year. Both the principal of and the interest on the 1973 Series B Bonds shall be payable at the principal office of the Trustee in the City of Los Angeles, California, or, at the option of the holder, at the office or agency of the Company in the Borough of Manhattan, The City of New York, 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 1973 Series B Bonds shall be subject to redemption at the option of the Company in the manner provided in § 10.05 of the Indenture.

The coupon 1973 Series B Bonds shall be numbered from MH-1 upward, and the registered 1973 Series B Bonds shall be numbered from RH-1 upward.

1973 Series B 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 1973 Series B Bonds for the purposes of § 11.08 and § 11.13A shall be the respectively applicable redemption prices set forth in § 10.05, as amended.

B. There shall be a ninth series of Bonds, known as and entitled "First Mortgage Bonds, 5% Series due 1976" (herein called the "1976 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 § 2.02 of this Supplemental Indenture.

The aggregate principal amount of 1976 Series Bonds which may be authenticated and delivered and outstanding under the Indenture is Two Million One Hundred Thousand Dollars (\$2,100,000). No additional 1976 Series Bonds may be authenticated and delivered pursuant to Article V, VI or VII of the Indenture without the consent in writing of the holders of all then outstanding 1976 Series Bonds.

The 1976 Series Bonds shall bear interest at the rate of five per cent. (5%) per annum (or such greater rate per annum as may be required by the provisions of § 11.02 of the Indenture, as amended)

and shall mature March 1, 1976. The date of commencement of the first interest period for the 1976 Series Bonds shall be March 1, 1962.

The 1976 Series Bonds shall be coupon Bonds of the denomination of One Thousand Dollars (\$1,000) and One Hundred Thousand Dollars (\$100,000) and registered Bonds without coupons of the denominations of One Thousand Dollars (\$1,000) and any multiple thereof. The coupon Bonds of the 1976 Series Bonds shall be dated as of March 1, 1962. The registered Bonds of the 1976 Series Bonds without coupons shall be dated as provided in § 2.08 of the Indenture. All 1976 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. Both the principal of and the interest on the 1976 Series Bonds shall be payable at the principal office of the Trustee in the City of Los Angeles, California, or, at the option of the holder, at the office or agency of the Company in the Borough of Manhattan, The City of New York, 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 1976 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 1976 Series Bonds shall be numbered from MI-1 upward, and the registered 1976 Series Bonds shall be numbered from BI-1 upward.

1976 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 1976 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. The registered Bonds without coupons of the 1973 Series B Bonds and the 1976 Series Bonds, the Bonds in coupon form of such two series and the coupons to be attached thereto are to be substantially in the following forms respectively with such appropriate insertions and variations as are in the Indenture provided or permitted:

{FORM OF REGISTERED BOND WITHOUT COUPONS OF THE 1973 SERIES B BONDS AND THE 1976 SERIES BONDS}

SOUTHWEST GAS CORPORATION

FIRST MORTGAGE BOND, 5% SERIES DUE 19

Due 1, 19

No. RH(I)

For value received, SOUTHWEST GAS CORPORATION, a corporation organized and existing under the laws of the State of California (hereinafter called the "Company", which term shall include any successor corporation as defined in the Indenture hereinafter referred to), hereby promises to pay to or registered assigns on 1, 19 , the sum of Dollars (\$)

in coin or currency of the United States of America which at the time of payment is legal tender for the payment of public and private debts, and to pay to the registered holder hereof interest thereon from the date hereof, at the rate of five per cent. (5%) per annum [In 1976 Series Bonds only: "(or such greater rate as may be required by § 11.02 of the Indenture)"], in like coin or currency, payable semi-annually on the first day of and the first day of in each year until the principal hereof shall be paid. Payments of both principal and interest are to be made at the principal trust office of the Trustee in the City of Los Angeles, California, or, at the option of the registered holder, at the office or agency of the Company in the Borough of Manhattan, The City of New York.

This Bond is one of an authorized issue of Bonds of the Company known as its First Mortgage Bonds, not limited in aggregate principal amount except as provided in the Indenture hereinafter mentioned, all issued and to be issued in one or more series under and equally and ratably secured (except as any sinking, amortization, improvement, renewal or other analogous fund, established in accordance with the provisions of the Indenture hereinafter mentioned, may afford additional security for the Bonds of any particular series) by an Indenture of Mortgage and Deed of Trust dated June 1, 1951 executed by the Company to Union Bank & Trust Co. of Los Angeles, as Trustee, said Union Bank & Trust Co. of Los Angeles having been succeeded by Bank of America National Trust and Savings Association (herein called the "Trustee", which term shall include any suc-

cessor as such Trustee) and C. F. Felt, as Trustees. The Trustee and said C. F. Felt and his successors as trustee are herein collectively called the "Trustees". Reference is made to said Indenture of Mortgage and Deed of Trust and all indentures supplemental thereto (all herein collectively called the "Indenture") for a description of the property mortgaged and pledged, the nature and extent of the security, the terms and conditions upon which the Bonds are and are to be secured and the rights of the holders or registered owners thereof and of the Trustees, or either of them, in respect of such security. As provided in the Indenture, said Bonds may be issued in series, for various principal sums, may bear different dates and mature at different times, may bear interest at different rates and may otherwise vary as in the Indenture provided or permitted. This Bond is one of the Bonds described in the Indenture and designated therein as "First Mortgage Bonds, 5% Series Due 19" (hereinafter referred to as the "Series Bonds").

As provided in the Indenture, the Series Bonds are subject to redemption prior to maturity, at the option of the Company either as a whole at any time or in any part equal in aggregate principal amount to Fifty Thousand Dollars (\$50,000) or more in a multiple of One Thousand Dollars (\$1,000), from time to time, and in certain other cases, 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 determined as follows:

{Here insert applicable table of premiums on optional redemption}

As provided in the Indenture, the Series Bonds are entitled to the benefits of the Sinking Fund and the Renewal and Replacement Fund provided for in the Indenture and are also subject to redemption, in whole or in part, out of monies deposited with the Trustee through the operation of such Sinking Fund or Renewal and Replacement Fund, but in such cases the redemption shall be effected at the principal amount of the Bonds so to be redeemed and accrued interest to the date fixed for redemption, without premium.

As provided in the Indenture, if any of the Bonds to be redeemed shall be registered Bonds without coupons or coupon Bonds which shall be registered as to principal, notice of redemption shall be mailed by registered mail, postage prepaid, not less than thirty (30) days nor more than sixty (60) days prior to the redemption date, to each

registered holder of any Bond to be so redeemed to the last address of such holder appearing on the registry books for the Bonds, and, if any coupon Bonds are to be redeemed which shall not be registered as to principal, notice of redemption shall be published once in each week for four (4) successive calendar weeks (in each instance on any day of the week) in one newspaper, printed in the English language and customarily published and of general circulation in the Borough of Manhattan, The City of New York at least once on each day, other than holidays and Sundays, and in one newspaper printed in the English language and customarily published and of general circulation in the City of Los Angeles, California, at least once on each day, other than holidays and Sundays.

If this Bond or any portion hereof (One Thousand Dollars [\$1,000] or a multiple thereof) is called for redemption and payment duly provided, this Bond or such portion hereof shall cease to bear interest from and after the date fixed for such redemption.

To the extent permitted by and as provided in the Indenture, the rights and obligations of the Company and of the holders of said Bonds may be changed and modified with the consent of the Company and upon the written consent of the holders of at least sixty-six and two-thirds per cent. ($66\frac{2}{3}\%$) in principal amount of the Bonds then outstanding and entitled to consent and, in case one or more but less than all of the series of Bonds issued under the Indenture are so affected, of at least sixty-six and two-thirds per cent. ($66\frac{2}{3}\%$) in principal amount of the Bonds then outstanding and entitled to consent of each series affected thereby, *provided* that no such change shall be made (a) which would without the consent of the holders of all Bonds then outstanding and affected thereby (i) reduce the principal of, or premium on, or the rate of interest payable on the Bonds (ii) postpone the maturity date fixed in the Indenture or in the Bonds or coupons for the payment of the principal of, or any installment of interest on, the Bonds (iii) permit the creation of any lien, not otherwise permitted, prior to or on a parity with the lien of the Indenture, or (iv) reduce the percentage of the principal amount of Bonds the consent of the holders of which is required for the authorization of any such change or modification, or (b) which would modify, without the written consent of the Trustees, the rights, duties or immunities of the Trustees, or either of them.

In case an event of default as defined in the Indenture shall occur and be continuing, the principal of all the Bonds outstanding may be declared and may become due and payable in the manner and with the effect provided in the Indenture.

Like aggregate principal amounts of the Series Bonds in coupon form and Series Bonds in registered form without coupons, of authorized denominations, are exchangeable and interchangeable and in the Indenture the Company has covenanted that, upon payment of charges and otherwise as provided therein, any such exchange or interchange may be made by the holder upon presentation of any Bond or Bonds for that purpose at the aforesaid office of the Trustee.

As a condition precedent to any interchange, exchange or transfer referred to above, the Company may require payment by the holder of a sum sufficient to reimburse it for any stamp tax or any other governmental charge with respect to any transfer involved therein, and an additional sum not exceeding Two Dollars (\$2) for each Bond issued upon any such interchange, exchange or transfer.

No recourse under or upon any obligation, covenant or agreement contained in the Indenture or in any indenture supplemental thereto, or in any Bond or coupon thereby secured, or because of any indebtedness thereby secured, shall be had against any incorporator, or against any past, present or future stockholder, officer or director, as such, of the Company or of any successor corporation, either directly or through the Company or any successor corporation under any rule of law, statute or constitutional provision or by the enforcement of any assessment or by any legal or equitable proceeding or otherwise; it being expressly agreed and understood that the Indenture, any indenture supplemental thereto and the obligations thereby secured, are solely corporate obligations, and that no personal liability whatever shall attach to, or be incurred by, such incorporators, stockholders, officers or directors, as such, of the Company or of any successor corporation, or of any of them, because of the incurring of the indebtedness thereby authorized, or under or by reason of any of the obligations, covenants or agreements contained in the Indenture or in any indenture supplemental thereto or in any of the Bonds or coupons thereby secured, or implied therefrom.

This Bond is a registered Bond without coupons and is transferable by the registered holder hereof in person or by the attorney of such holder, duly authorized in writing, on the registry books to be kept for the purpose at the aforesaid principal trust office of the Trustee, Registrar for the Bonds, upon surrender of this Bond accompanied by a written instrument of transfer in form approved by the Company, duly executed by the registered holder in person or by such attorney, and upon cancellation hereof one or more new registered Bonds without coupons, of authorized denominations, for the same

aggregate principal amount, will be issued to the transferee in exchange herefor, as provided in the Indenture.

The Company and the Trustees may deem and treat the person in whose name this Bond is registered on such books as the absolute owner and holder hereof (whether or not this Bond shall be overdue) for the purpose of receiving payment hereof, and on account hereof and for all other purposes, and neither the Company nor the Trustees shall be affected by any notice to the contrary.

Upon any partial redemption of this Bond, at the option of the registered holder hereof, this Bond may be either (i) surrendered to the Trustee in exchange for one or more new registered Bonds without coupons, of authorized denominations, registered in the name of such holder, in an aggregate principal amount equal to the principal amount remaining unpaid upon this Bond, or (ii) submitted to the Trustee for notation hereon of the payment of the portion of the principal hereof paid upon such partial redemption.

This Bond shall not be valid or become obligatory for any purposes until the certificate endorsed hereon shall be signed by the Trustee under the Indenture.

IN WITNESS WHEREOF, SOUTHWEST GAS CORPORATION has caused these presents to be signed in its name by its President or a Vice-President and its corporate seal to be affixed hereto and attested by its Secretary or an Assistant Secretary.

Dated,

SOUTHWEST GAS CORPORATION

By

President

Attest:

Secretary

[TRUSTEE'S CERTIFICATE OF AUTHENTICATION]

This Bond is one of the Bonds, of the series designated herein, described in the within-mentioned Indenture.

BANK OF AMERICA NATIONAL TRUST AND SAVINGS ASSOCIATION, Trustee

By

Authorized Officer

[FORM OF COUPON BOND OF THE 1973 SERIES B BONDS AND THE 1976 SERIES BONDS]

SOUTHWEST GAS CORPORATION

FIRST MORTGAGE BOND, 5% SERIES DUE 19

Due , 19

\$ No. MH(1)

For value received, SOUTHWEST GAS CORPORATION, a corporation organized and existing under the laws of the State of California (hereinafter called the "Company" which term shall include any successor corporation as defined in the Indenture hereinafter referred to), hereby promises to pay to bearer, or if this Bond be registered as to principal, to the registered owner hereof on , 19 , the sum of One Thousand Dollars (\$1,000) in coin or currency of the United States of America which at the time of payment is legal tender for the payment of public and private debts, and to pay interest thereon from the date hereof at the date of five per cent. (5%) per annum, in like coin or currency, payable semi-annually on the first day of and the first day of in each year until the principal hereof shall be paid. Until the date when such principal shall have become due and payable interest shall be paid only upon presentation and surrender and according to the tenor of the interest coupons hereto annexed as they severally mature. Payments of both principal and interest are to be made at the principal trust office of the Trustee in the City of Los Angeles, California, or at the option of the holder, at the office or agency of the Company in the Borough of Manhattan, The City of New York.

[Here insert paragraphs 2 to 11 inclusive of the foregoing form of Registered Bond without coupons]

This Bond is transferable by delivery unless registered as to principal in the name of the holder on the registry books to be kept for such purpose at the aforesaid principal trust office of the Trustee, Registrar for the Bonds, such registration being noted hereon. After such registration, no transfer hereof shall be valid unless made upon said books by the registered holder in person or by the attorney of such holder duly authorized in writing and similarly noted hereon; but this Bond may be discharged from registration by being, in like manner, transferred to bearer, and thereupon transferability by deliv-

ery shall be restored, but again and from time to time this Bond may be registered or transferred to bearer as before. Such registration, however, shall not affect the negotiability of the coupons hereto appertaining, which shall always continue to be payable to bearer and to be transferable by delivery.

The Company and the Trustee may deem and treat the bearer of this Bond, if it be not registered as to principal, or, if this Bond be registered as herein authorized, the person in whose name the same is registered, and the bearer of any coupon hereto appertaining, as the absolute owner and holder hereof and thereof (whether or not this Bond or such coupon shall be overdue) for the purpose of receiving payment hereof and thereof, and on account hereof and thereof and for all other purposes, and neither the Company nor the Trustee shall be affected by any notice to the contrary.

Neither this Bond nor any coupon hereto attached shall be valid or become obligatory for any purpose until the certificate endorsed hereon shall be signed by the Trustee under the Indenture.

IN WITNESS WHEREOF, SOUTHWEST GAS CORPORATION has caused these presents to be signed in its name by its President or a Vice-President, and its corporate seal to be affixed hereto and attested by its Secretary or an Assistant Secretary, and coupons for interest, bearing the facsimile signature of its Treasurer, to be hereunto attached.

Dated, 19

SOUTHWEST GAS CORPORATION

By
President

Attest:
.....
Secretary

[FORM OF COUPON]

No.

On the first day of, 19, unless the Bond below mentioned shall have been called for previous redemption and payment thereof duly provided for, SOUTHWEST GAS CORPORATION will pay to bearer upon surrender hereof at the principal trust office of the Trustee in the City of Los Angeles, California, or at the option of the holder

at the office or agency of the Company in the Borough of Manhattan, The City of New York, the amount shown hereon, in lawful money of the United States of America, being six months' interest then payable on its First Mortgage Bond, 5% Series due 1, 19

Treasurer.

ARTICLE III

Miscellaneous.

§ 3.01. 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.

§ 3.02. 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.

§ 3.03. 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.

§ 3.04. 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.

§ 3.05. 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 Supplemental Indenture to be duly executed on March 26, 1962, all as of the day and year first above written.

SOUTHWEST GAS CORPORATION,

By H. G. LAUB
President.

Attest:

C. H. McCREA
Secretary.

BANK OF AMERICA NATIONAL TRUST AND SAVINGS ASSOCIATION,

By D. C. EASTERDAY
Trust Officer.

Attest:

W. F. FURUA
Asst. Trust Officer.

~~C. F. FELT~~ C. F. FELT
C. F. Felt

STATE OF NEVADA }
COUNTY OF CLARK } SS.:

On this 26th day of MARCH, 1962, personally appeared before me, a Notary Public in and for said County, H. G. LAUB, known to me to be the President of Southwest Gas Corporation, one of the corporations that executed the foregoing instrument, and upon oath did depose: that he is the officer of the said corporation as above designated; that he is acquainted with the seal of said corporation and that the seal affixed to the instrument is the corporate seal of said corporation; that the signature to the instrument was made by an officer of said corporation as indicated after said signature; and that the corporation executed said instrument freely and voluntarily and for the uses and purposes therein mentioned.

MARTHA K. EDWARDS
Notary Public in and for said County
and State.

My Commission Expires November 6, 1963

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

On this 26th day of MARCH, A. D., 1962, before me D. Walthall, a Notary Public in and for the said County and State, residing therein, duly commissioned and sworn, personally appeared D.C. Easterday and W.F. Fuqua, 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.

D. Walthall
Notary Public in and for the County
of Los Angeles, State of California.
My Commission expires 11-15-64

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

On this 26th day of March, 1967, before me, D. Walthall, 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 instrument, 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.

D. Walthall
Notary Public in and for the County
of Los Angeles, State of California.
My Commission expires

STATE OF NEVADA }
COUNTY OF CLARK } 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 Seventh 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 Seventh 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 26th day of March, 1962

Martha K. Edwards
Notary Public in and for the County
of Clark, State of Nevada.
My Commission expires

My Commission Expires November 6, 1963

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

D.C. Easterday and *W.F. Fugua* 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 *W.F. Fugua* is an Assistant Trust Officer of Bank of America National Trust and Savings Association, one of the mortgagees named in the foregoing Seventh 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 Seventh 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.

D.C. Easterday

W.F. Fugua

Subscribed and sworn to before me
this *26th* day of *March*, 196*2*

D. WALTHALL
Notary Public in and for the County
of Los Angeles, State of California.
My Commission expires *1/15/69*

FILE NO. *59564*
Filed for record at the request of *J. M. Miller*
Feb 3, 1964, at *34* minutes past *1* M. Recorded in
Book *3* of Official Records, page *163206*, Records of EUREKA
COUNTY, NEVADA.
Fee: \$ *43.25* *Phillip G. Stewart*, Recorder.