

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

Tenth Supplemental Indenture

Dated: September 1, 1964

Supplemental to Indenture of Mortgage and Deed of Trust

Dated June 1, 1951.

First Mortgage Bonds, 4.85% Series due 1989

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

INDENTURE, dated September 1, 1964, 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 a principal office at No. 650 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"), 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, August 1, 1960, December 1, 1961, July 1, 1962 and December 31, 1963; 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 September 1, 1964:

Series	Principal Amount Outstanding
First Mortgage Bonds, 4% Series due 1973	\$ 157,000
First Mortgage Bonds, 4¼% Series due 1979	\$ 816,000
First Mortgage Bonds, 5% Series A due 1973	\$ 306,000
First Mortgage Bonds, 5% Series B due 1973	\$ 550,000
First Mortgage Bonds, 5% (now 5.28%) Series due 1976	\$1,800,000
First Mortgage Bonds, 5% Series B due 1977	\$ 156,000
First Mortgage Bonds, 5% Series due 1981	\$1,500,000
First Mortgage Bonds, 5½% Series due 1987	\$5,000,000
First Mortgage Bonds, 6% Series due 1985	\$1,368,000
First Mortgage Bonds, 5½% Series B due 1987	\$8,000,000

; and

WHEREAS, the Indenture provides that the Company and the Trustees may enter into an Indenture supplemental thereto to convey, transfer and assign unto the Trustees and to subject to the lien of the Indenture additional properties acquired by the Company, to add to the covenants and agreements of the Company contained in the Indenture other covenants and agreements thereafter to be observed, to cure any ambiguity, or to cure, correct or supplement any defect or inconsistent provision contained in the Indenture or in any indenture supplemental thereto and to provide for the creation of any series of Bonds; and

WHEREAS, the Company has duly determined to create and secure under the Indenture a twelfth series of Bonds to be known as "First Mortgage Bonds, 4.85% Series due 1989" (herein sometimes called "1989 Series Bonds"); 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 Trustees a Supplemental Indenture in the form hereof for the purposes herein provided; and

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

NOW, THEREFORE, THIS INDENTURE WITNESSETH: That SOUTHWEST GAS CORPORATION, by way of further assurance and in consideration of the premises and of the acceptance by the Trustees of the trusts hereby created and of One Dollar to it duly paid by the Trustees at or before the ensembling and delivery of these presents, the receipt whereof is hereby acknowledged, and in order to secure the payment of the principal of and any premium which may be due and payable on and the interest on all Bonds at any time issued and outstanding under the Indenture, according to their tenor and effect, and the performance and observance by the Company of all the covenants and conditions therein contained, has granted, bargained, sold, warranted, aliened, remised, released, conveyed, assigned, transferred, mortgaged, pledged, set over and confirmed, and by these presents does grant, bargain, sell, warrant, alien, remise, release, convey, assign, transfer, mortgage, pledge, set over and confirm, unto the Trustees, and to their respective successors in the trust, and to them and their assigns forever, all of the property, real, personal and mixed, now owned by the Company and situated in SAN BERNARDINO COUNTY in the STATE OF CALIFORNIA, in CHURCHILL, CLARK, DOUGLAS, ELKO, EUREKA, HUMBOLDT, LANDER, LYON, MINERAL, NYE, ORMSBY, PERSHING, STOREY, WASHOE and WHITE PINE COUNTIES, 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

A portion of the NE $\frac{1}{4}$ NE $\frac{1}{4}$ SE $\frac{1}{4}$, Sec. 10, T. 15 N., R. 20 E., M.D.B.&M., Ormsby County, Nevada, and being more particularly described as follows, to wit:

Commencing at a point at the SW Cor. of the intersection of U.S. Highway 50 E. and N. Edmonds Dr. where there is set in the ground a hub and tack and from which point the SW Cor. of said Sec. 10 bears S. 40° 26' 47" W. a distance of 3693.07 ft.; thence S. 10° 43' 43" E. along the W. boundary of N. Edmonds Dr., a distance of 341.41 ft. to the TRUE POINT OF BEGINNING; thence S. 10° 43' 43" E. a distance of 11.5 ft. to a point at the NW Cor. of the intersection of N. Edmonds Dr. and Gordon St.; thence S. 71° 33' 17" W., along the N. boundary of Gordon St., a distance of 133.4 ft.; thence N. 10° 43' 33" W. a distance of 11.5 ft.; thence N. 71° 33' 17" E. a distance of 133.4 ft. back to the TRUE POINT OF BEGINNING and containing 0.034 acres, more or less.

II

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.

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 systems, together with all the certificates, rights, privileges, rights-of-way, franchises, licenses, easements, grants, liberties, immunities, permits of the Company, howsoever conferred or acquired, under, over, or upon any private property or any public streets or highways within as well as without the corporate limits of any municipal corporation.

All gas generating plants, gas storage plants and gas manufacturing plants of the Company, all the buildings, erections, structures,

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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.

VI

FURTHER PROPERTY CONVEYED TO TRUSTEES

All property, including Excepted Property, which may from time to time after the date of this Tenth 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

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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.

VII

TOGETHER WITH ALL AND SINGULAR the tenements, hereditaments and appurtenances belonging or in anywise appertaining to the aforesaid 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 Tenth 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.

§ 1.1. 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 "*1987 Series B Bond*" in § 1.01, as heretofore amended:

"The term '*1989 Series Bond*' shall mean one of the First Mortgage Bonds, 4.85% Series due 1989, issued hereunder."

The following be and it hereby is added at the end of the definition of "Indenture" in § 1.01:

" ; '*Tenth Supplemental Indenture*' shall mean the Supplemental Indenture dated September 1, 1964, supplemental to the Indenture."

§ 3.01. The following paragraph be and it hereby is added at the end of § 3.01:

"Upon the execution and delivery of the Tenth Supplemental Indenture, and upon delivery to the Trustee at any time or from time to time thereafter of all or any part of Five Million Dollars (\$5,000,000) principal amount of 1989 Series Bonds executed by the Company, the Trustee shall, upon receipt of the documents and/or cash required by the applicable provisions of Articles V, VI and VII of the Indenture in respect of the issue of such Bonds, authenticate the same, and deliver them to or upon the Written Order of the Company."

§ 5.01. The following instructions be and they hereby are added immediately after § 5.01B(12):

“[*The Certificate of Independent Accountants required to be annexed pursuant to the foregoing Clause (12) may be omitted in connection with the authentication and delivery of \$5,000,000 principal amount of 1989 Series Bonds*]”

§ 6.03. The first paragraph of § 6.03 be and it hereby is amended to read as follows:

“Cash deposited with the Trustee under the provisions of § 6.01 (such cash herein called ‘Deposited Cash’) shall be held by the Trustee as Trust Moneys constituting part of the Trust Estate and shall be paid over by the Trustee upon compliance with the applicable provisions of § 11.10.”

§ 7.01. The phrase “(Not more than 45 days prior to the application)” following Clause (4) of the Certificate to be delivered pursuant to § 7.01B be and it hereby is amended to read as follows:

“(The date of granting application)”

§ 9.01. The following Clause L be and it hereby is added to § 9.01, immediately after the second paragraph of Clause K thereof:

“L. The Company will maintain a Sinking Fund (herein called the ‘*Sinking Fund for the 1989 Series Bonds*’) to be applied as hereinafter provided for the 1989 Series 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 1989 Series Bonds) set opposite such dates:

Annual Dates	Amount of Cash to be Deposited on the Respective Annual Dates
September 1 in each year commencing September 1, 1967 and ending September 1, 1970	\$ 50,000
September 1 in each year commencing September 1, 1971 and ending September 1, 1974	\$100,000

Annual Dates	Amount of Cash to be Deposited on the Respective Annual Dates
September 1 in each year commencing September 1, 1975 and ending September 1, 1977	\$150,000
September 1 in each year commencing September 1, 1978 and ending September 1, 1988	\$200,000"

§ 9.06. The following heading and phrase:

"Renewal and Replacement Obligation.

§ 9.06. For each fiscal year beginning with the fiscal year ending September 30, 1964, so long as any Bonds are outstanding (except Bonds of any series hereafter issued which may be excluded from the benefit of the covenants of this § 9.06 by the express terms of the Indenture), the Company shall have a specific obligation in respect of the renewal and replacement of, and additions to, the physical property owned by the Company,"

in § 9.06 be and they hereby are amended to read as follows:

"Renewal and Replacement Fund.

§ 9.06. The Company will maintain a 'Renewal and Replacement Fund' and in that connection, so long as any Bonds are outstanding (except Bonds of any series hereafter issued which may be excluded from the benefit of the covenants of this § 9.06 by the express terms of the Indenture), the Company shall have a specific obligation for each fiscal year beginning with the fiscal year ending September 30, 1964 in respect of the renewal and replacement of, and additions to, the physical property owned by the Company,"

§ 10.05. The following Clause L be and it hereby is added immediately after the second paragraph of Clause K of § 10.05:

"L. The 1989 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 Com-

pany, 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 in the twelve-month period ending August 31,	Premium
1965	4.850%
1966	4.648%
1967	4.446%
1968	4.244%
1969	4.042%
1970	3.840%
1971	3.638%
1972	3.435%
1973	3.233%
1974	3.031%
1975	2.829%
1976	2.627%
1977	2.425%
1978	2.223%
1979	2.021%
1980	1.819%
1981	1.617%
1982	1.415%
1983	1.213%
1984	1.010%
1985	0.808%
1986	0.606%
1987	0.404%
1988	0.202%
1989	None

No redemption of the 1989 Series Bonds shall be made at the option of the Company prior to September 1, 1969, as a part of or in anticipation of any refunding operation by the application directly or indirectly of borrowed funds having an interest

rate or cost to the Company (calculated in accordance with accepted financial practice) less than 4.85% per annum."

§ 11.02. The phrase "(Not more than 45 days prior to the application)" following Clause (8) of the Certificate to be delivered pursuant to § 11.02B be and it hereby is amended to read as follows:

"(The date of granting application)"

§ 11.09. The phrase "the disposition of which is not elsewhere herein otherwise specifically provided for (herein sometimes called 'Trust Moneys'), whether or not the same be Funded Cash), shall be held by the Trustee as a part of the Trust Estate," be and it hereby is amended to read as follows:

"the disposition of which is not elsewhere herein otherwise specifically provided for (herein sometimes called 'Trust Moneys'), shall be held by the Trustee as part of the Trust Estate,"

ARTICLE II

1989 Series Bonds

§ 2.1. There shall be a twelfth series of Bonds, known as and entitled "First Mortgage Bonds, 4.85% Series due 1989" (herein called the "1989 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 §2.2 of this Supplemental Indenture.

The aggregate principal amount of 1989 Series Bonds which may be authenticated and delivered and outstanding under the Indenture is Five Million Dollars (\$5,000,000). No additional 1989 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 1989 Series Bonds.

The 1989 Series Bonds shall bear interest at the rate of four and eighty-five hundredths per cent. (4.85%) per annum, and shall mature September 1, 1989. The date of commencement of the first interest period for the 1989 Series Bonds shall be as specified in § 3.6 of this Tenth Supplemental Indenture.

The 1989 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 1989 Series Bonds shall be dated as of said date of commencement of the first interest period for such series. The registered Bonds of the 1989 Series Bonds without coupons shall be dated as provided in § 2.08 of the Indenture. All 1989 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 1989 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 1989 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 1989 Series Bonds shall be numbered from ML-1 upward, and the registered 1989 Series Bonds shall be numbered from RL-1 upward.

1989 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.

§ 2.2. The registered Bonds without coupons of the 1989 Series Bonds, the Bonds in coupon form of such 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 1989 SERIES BONDS]

SOUTHWEST GAS CORPORATION

FIRST MORTGAGE BOND, 4.85% SERIES DUE 1989

Due September 1, 1989

\$

No. RL.....

For value received, SOUTHWEST GAS CORPORATION, a corporation organized and existing under the laws of the State of California (here-

inafter 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 September 1, 1989, 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 four and eighty-five hundredths per cent. (4.85%) per annum in like coin or currency, payable semi-annually on the first day of March and the first day of September 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 successor 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, 4.85% Series Due 1989" (hereinafter referred to as the "1989 Series Bonds").

As provided in the Indenture, the 1989 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]

No redemption of the 1989 Series Bonds shall be made at the option of the Company prior to September 1, 1969, as a part of or in anticipation of any refunding operation by the application directly or indirectly of borrowed funds having an interest rate or cost to the Company (calculated in accordance with accepted financial practice) less than 4.85% per annum.

As provided in the Indenture, the 1989 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 1989 Series Bonds in coupon form and 1989 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 accom-

panied 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, 19..

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 1989 SERIES BONDS]

SOUTHWEST GAS CORPORATION
FIRST MORTGAGE BOND, 4.85% SERIES DUE 1989
DUE SEPTEMBER 1, 1989

\$

No. ML

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 September 1, 1989, 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 rate of four and eighty-five hundredths per cent. (4.85%) per annum, in like coin or currency, payable semi-annually on the first day of March and the first day of September 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 13 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 delivery 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 interest then payable on its First Mortgage Bond, 4.85% Series due 1989.

.....
Treasurer.

ARTICLE III.**Miscellaneous.**

§ 3.1. 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.

§ 3.2. 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.

§ 3.3. 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.

§ 3.4. 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.

§ 3.5. 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.

§ 3.6. The date of commencement of the first interest period for the 1989 Series Bonds shall be September 21, 1964.

IN WITNESS WHEREOF, the parties hereto have caused this Supplemental Indenture to be duly executed on September 24 1964, all as of the day and year first above written.

SOUTHWEST GAS CORPORATION,

By *[Signature]*
President.



Attest:

[Signature]
Secretary.

BANK OF AMERICA NATIONAL TRUST AND SAVINGS ASSOCIATION,

By *[Signature]*
Trust Officer.

Attest:

[Signature]
Assistant Trust Officer.

[Signature]
O. F. Felt



STATE OF NEVADA }
COUNTY OF CLARK } ss.:

On this 20 day of September, 1964, 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.



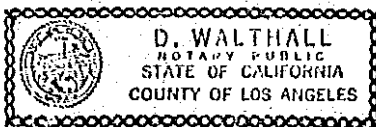
Julius A. Ford
Notary Public in and for said County
and State.
My Commission Expires June 4, 1967

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

On this 11 day of September, A. D., 1964, 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.

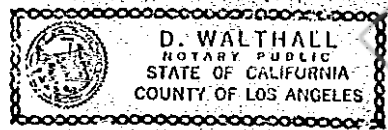
D. Walthall
Notary Public in and for the County
of Los Angeles, State of California.
My Commission expires 11/15/64



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

On this ~~14th~~ day of September, 1964, 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.



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

STATE OF NEVADA }
COUNTY OF CLARK } ss.:

H. G. LAUB and C. H. McCrea, being first duly sworn, each for himself, and not for the other, do depose and say: that the said H. G. Laub is the President and the said C. H. McCrea is the Secretary of Southwest Gas Corporation, the mortgagor named in the foregoing Tenth 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 Tenth 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.

H. G. Laub
C. H. McCrea

Subscribed and sworn to before me
this *12th* day of September, 1964.

Lucretia R. Ford
Notary Public in and for the County
of Clark, State of Nevada.
My Commission expires *June 4, 1967*.



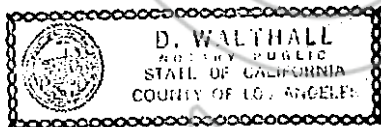
STATE OF CALIFORNIA }
COUNTY OF LOS ANGELES } ss.:

D. C. Easterday and W. F. FUQUA 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. FUQUA is an Assistant Trust Officer of Bank of America National Trust and Savings Association, one of the mortgagees named in the foregoing Tenth 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 Tenth 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 signature of D. C. Easterday]
.....
[Handwritten signature of W. F. Fuqua]
.....

Subscribed and sworn to before me
this 14th day of September, 1964.

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



40322

FILE NO. _____
Filed for record at the request of Southwest Gas Corp.
Sept. 23, 1964, at 45 minutes past 2 P.M. Recorded in
Book 6 of Official Records, page 8-33, Records of EUREKA
COUNTY, NEVADA.
Fee: \$ 20.15

[Handwritten signature: Jules A. DePaul]
Recorder.