

65687

SOUTHWEST GAS CORPORATION

AND

BANK OF AMERICA NATIONAL TRUST
AND SAVINGS ASSOCIATION

AND

D. C. EASTERDAY

As Trustees

Sixteenth Supplemental Indenture

Dated: June 30, 1978

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

First Mortgage Bonds, 9 $\frac{3}{8}$ % Series due 1993.

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**SOUTHWEST GAS CORPORATION
INDENTURE OF MORTGAGE AND DEED OF TRUST**

Dated June 1, 1951 as Supplemented and Amended

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INDENTURE, dated June 30, 1978 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 5241 Spring Mountain Road, 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 555 South Flower Street, Los Angeles, California 90071 (hereinafter called the "Trustee") and D. C. ELSTERDAY, residing at 29662 Felton Drive, Laguna Niguel, California 92677 (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 (hereinafter called the "Original Indenture") 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, December 31, 1963, September 1, 1964, April 1, 1965, November 1, 1966, March 1, 1970, June 1, 1971 and September 1, 1972; 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 several series, of which the respective series and principal amounts specified below are outstanding at June 30, 1973:

<u>Series</u>	<u>Principal Amount Outstanding</u>
First Mortgage Bonds, 4¾% Series due 1979.....	\$ 120,000
First Mortgage Bonds, 5% Series due 1981.....	\$ 307,000
First Mortgage Bonds, 6% Series due 1985.....	\$ 477,000
First Mortgage Bonds, 5½% Series due 1987.....	\$2,992,000
First Mortgage Bonds, 5½% Series B due 1987.....	\$5,480,000
First Mortgage Bonds, 4.85% Series due 1989.....	\$3,748,000
First Mortgage Bonds, 4⅞% Series due 1990.....	\$4,478,000
First Mortgage Bonds, 6¾% Series due 1991.....	\$6,032,000
First Mortgage Bonds, 9¼% Series due 1995.....	\$7,280,000
First Mortgage Bonds, 8⅞% Series due 1996.....	\$4,650,000
First Mortgage Bonds, 8¼% Series due 1992.....	\$4,275,000

; 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, to add to the provisions of the Indenture such provisions which would at the time be required in an indenture then to be qualified under the Trust Indenture Act of 1939 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 an eighteenth series of Bonds to be known as "First Mortgage Bonds, 9¾% Series due 1993" (herein sometimes called "1993 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, unto the Trustees, their respective successors in the trust, and their assigns forever, and created a security interest in favor of the Trustees, their successors and assigns in, 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, and has created and does hereby create a security interest in favor of the Trustees, their successors and assigns in, all of the property, real, personal and mixed (except property specifically excepted from the lien of the Indenture by the terms of the Indenture), now owned by the Company and situated in SAN BERNARDINO COUNTY and PLACER COUNTY in the STATE OF CALIFORNIA, in CARSON CITY and CHURCHILL, CLARK, DOUGLAS, ELAS, EUREKA, HUMBOLDT, LANDER, LYON, MINERAL, NYE, PERSHING, STOREY, WASHOE and WHITE PINE COUNTIES in the STATE OF NEVADA, in GILA COUNTY, GREENLEE COUNTY, MOHAVE COUNTY, PIMA COUNTY and PINAL COUNTY in the STATE OF ARIZONA, in SAN JUAN COUNTY, NEW MEXICO, and in LA PLATA COUNTY, COLORADO,

and also all other property, real, personal and mixed, now owned by the Company or hereafter acquired by it 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 without limitation the following:

10 $\frac{3}{4}$ " O.D. Carson City Lateral Loop

Beginning at a point on the east boundary line of Section 23, Township 17 North, Range 22 East, M.D.B. & M., Lyon County, Nevada, said point being ten feet southerly of the 10 $\frac{3}{4}$ " O.D. Carson City Lateral located in the U.S. Highway No. 50; thence in a south-westerly direction crossing Sections 23, 22, 27, 28, 33 and 32, continuing thence in Township 16 North, Range 22 East, M.D.B. & M., crossing Sections 5 and 6, continuing thence in Township 16 North, Range 21 East, M.D.B. & M., crossing Sections 1 and 12 and at that point the pipeline leaves U.S. Highway No. 50 right-of-way, continuing thence crossing said Section 12 and 11, 14, 15, 22, 21 and 28, at that point the pipeline reenters U.S. Highway No. 50 right-of-way, continuing thence crossing Section 29, 30 and 31, continuing thence in Township 16 North, Range 20 East, M.D.B. & M., crossing Section 36 and entering Carson City County, continuing thence to a point in Section 36 said point being the ending; a total of 76,355.5 feet or 14.461 miles.

11,124 ft.
 329 ft.
 2,450 ft.
 2,133 ft.
 750.84 ft.
 2,142.75 ft.
 1,225.52 ft.
 1,770.77 ft.
 1,014.74 ft.
 1,085.83 ft.
 447.69 ft.
 869.49 ft.
 2,433.33 ft.
 1,962.73 ft.
 416.08 ft.
 414.0 ft.
 622.71 ft.
 664.72 ft.
 1,159.23 ft.
 2,202.51 ft.
 3,806.56 ft.
 8,287 ft.
 29,043 ft.
 76,355.50 ft. = 14.461 miles

8 $\frac{5}{8}$ " O.D. Carson City Lateral Loop

Beginning at a point in Section 15, Township 15 North, Range 20 East, M.D.B. & M., Carson City County, Nevada, said point being approximately 6 feet easterly of an existing 10 $\frac{3}{4}$ " O.D. Carson City Lateral Pipeline located in Edmonds Drive; thence in a south-westerly direction parallel to and approximately 6 foot easterly of the existing Carson City Lateral to a point of intersection with E. 5th Street, at that point the Carson City Lateral Loop changes from 10 $\frac{3}{4}$ " O.D. to 8 $\frac{5}{8}$ " O.D. and the Carson City Loop changes to be 6 feet westerly of the Carson City Lateral, continuing thence in a southwesterly direction in Edmonds Drive crossing Section 15, 22 and 21, continuing thence in a southerly direction crossing Sections 28 and 33 to a point, continuing thence in Town-

ship 14 North, Range 20 East, M.D.B. & M. crossing Section 4 where the line enters Douglas County, continuing thence in a westerly direction crossing Section 5 and a part of 6 where the pipeline enters U.S. Highway No. 395, continuing thence in a southerly direction crossing Sections 6, 7, 18, 19, 20 and 31, continuing thence in a southerly direction in Township 13 North, Range 20 East, M.D.B. & M. crossing Section 6 to a point in Section 6, said point of ending; a total distance of 62,566 feet or 11.85 miles.

Thru Sheet 13	19,040 ft.
14	2,013 ft.
15	1,814 ft.
16	1,515 ft.
17 thru 20	6,864 ft.
20 thru 25	7,020 ft.
25 thru 34	15,529 ft.
35 thru 40	8,771 ft.
	<u>62,566 ft. = 11.85 miles.</u>

Gas Gathering System

The following described pipelines, situate in the States of New Mexico and Colorado, are a part of the gathering system from the gas well to El Paso Natural Gas Company's gathering system:

Kimbark-Horton No. 6 Well has connected 1,453 feet of 4½" O.D. pipeline that is located in Sections 7 and 8, Township 31 North, Range 11 West, San Juan County, New Mexico.

Kimbark-Horton No. 8 Well has connected 1,343 feet of 4½" O.D. pipeline that is located in Section 13, Township 32 North, Range 12 West, San Juan County, New Mexico.

Kimbark-Storcy No. 2 Well has connected 328 feet of 4½" O.D. pipeline that is located in Section 34, Township 32 North, Range 11 West, San Juan County, New Mexico.

Kimbark-Storcy No. 3 Well has connected 225 feet of 4½" O.D. pipeline that is located in Section 34, Township 32 North, Range 11 West, San Juan County, New Mexico.

Kimbark-Barnes No. 1 Well has connected 5,283 feet of 4½" O.D. pipeline that is located in Sections 6 and 7, Township 33 North, Range 8 West, La Plata County, Colorado.

Kimbark-Squires No. 1 Well has connected 1,454 feet of 4½" O.D. pipeline that is located in Section 1, Township 32 North, Range 7 West and Section 36, Township 33 North, Range 7 West, La Plata County, Colorado.

Kimbark-Penrose No. 1 Well has connected 6,025 feet of 23½" O.D. pipeline that is located in Sections 8 and 7, Township 32 North, Range 6 West, La Plata County, Colorado.

II

FEE LANDS

The following described real property located in the State of Nevada, County of Clark, to wit:

Las Vegas Main Office Site

Situate in the Las Vegas Valley Water District, County of Clark, State of Nevada, described as follows:

The North Half (N½) of the Southwest Quarter (SW¼) of the Northeast Quarter (NE¼) of Section 13, Township 21 South, Range 60 East, M.D.M., more particularly described as follows:

COMMENCING at the Southwest corner of the Southwest Quarter (SW¼) of the Northeast Quarter (NE¼) of said Section 13, thence North 0°07'56" West along the West line of said Southwest Quarter (SW¼) of the Northeast Quarter (NE¼) thereof, 671.67 feet to the POINT OF BEGINNING; thence continuing North 0°07'56" West 671.66 feet to the Northwest corner of said Southwest Quarter (SW¼) of the Northeast Quarter (NE¼) thence North 86°31'48" East along the North line of said Southwest Quarter (SW¼) of the Northeast Quarter (NE¼) thereof, 1240.13 feet to the Northeast corner of said Southwest Quarter (SW¼) of the Northeast Quarter (NE¼) thereof; thence South 0°15'09" West along the East line of the Southwest Quarter (SW¼) of the Northeast Quarter (NE¼) thereof, 674.13 feet; thence South 86°37'53" West, 1235.47 feet to the POINT OF BEGINNING.

Service Center at 2001 Las Vegas Blvd. South

BEGINNING at the Southeast corner of Lot 1, Block 2, South Fifth Street Tract, thence North 27°54'36" East and along the

East line of said Lot 1 a distance of 370.00 feet to a point of curve; thence turning to the left and around a curve of 30 feet radius, subtending a central angle of 90° , an arc distance of 47.12 feet to a tangent; thence North $62^\circ 05' 24''$ West and along the North line of said Lot 1, a distance of 93.83 feet to the TRUE POINT OF BEGINNING; thence continuing North $62^\circ 05' 24''$ West and along the North line of said Lot 1, a distance of 120.35 feet to a point of curve; thence turning to the left and around a curve of 30.00 feet radius, subtending a central angle of $89^\circ 19' 28''$ an arc distance of 46.77 feet to a point of reverse curve; thence turning to the right and around a curve of 2515 feet radius, an arc distance of 126.94 feet to a point; thence South $62^\circ 05' 24''$ East and parallel to the North line of said Lot 1 a distance of 154.59 feet to a point; thence North $27^\circ 54' 36''$ East and parallel to the East line of said Lot 1, a distance of 156.50 feet to the True Point of Beginning.

LESS, the following described tract of land situate in the City of Las Vegas, Las Vegas Valley Water District, and being that portion of Lot 1 in Block 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: The Southwesterly six and one-half feet measured at right angles to the Southwesterly line of the following described parcel of land:

BEGINNING at the Southeast corner of Lot 1, Block 2, South Fifth Street Tract, thence North $27^\circ 54' 36''$ East along the East line of said Lot 1 a distance of 370.00 feet to a point of curve; thence turning to the left and around a curve of 30 feet radius, subtending a central angle of 90° , an arc distance of 47.12 feet to a tangent; thence North $62^\circ 05' 24''$ West and along the North line of said Lot 1, a distance of 93.83 feet to the TRUE POINT OF BEGINNING, thence continuing North $62^\circ 05' 24''$ West and along the North line of said Lot 1, a distance of 120.35 feet to a point of curve; thence turning to the left and around a curve of 30.00 feet radius, subtending a central angle of $89^\circ 19' 28''$ an arc distance of 46.77 feet to a point of reverse curve; thence turning to right and around a curve of 2515 feet radius, an arc distance of 126.94 feet to a point; thence South $62^\circ 05' 24''$ East and parallel to the North line of said Lot 1 a distance of 154.59 feet to a point; thence North $27^\circ 54' 36''$ East and parallel to the East line of said Lot 1, a distance of 156.50 feet, to the TRUE POINT OF BEGINNING.

Boulder City Office Site

Tract 148, a parcel of land located in the East Half ($E\frac{1}{2}$) of Section 8, Township 23 South, Range 64 East, M.D.B.&M., Boulder City, Clark County, Nevada, more particularly described as follows:

BEGINNING at the Southeast corner of Tract 56, recorded as Instrument No. 046653 in the Official Records Book No. 059, on file in the Office of the County Recorder, Clark County, Nevada, said Southeast corner also being on the centerline of Buchanan Boulevard, having a 120.00 foot right of way; thence along said centerline due South 242.00 feet to a point; thence leaving aforementioned Buchanan Boulevard centerline due West 360.00 feet to a point, said point being on the centerline of Walnut Drive, having a 60.00 foot right of way; thence along said Walnut Drive right of way due North a distance of 242.00 feet to a point; thence leaving the aforementioned Walnut Drive centerline, due East a distance of 360.00 feet to the TRUE POINT OF BEGINNING.

The following described real property located in the State of Arizona, County of Pinal, to wit:

Casa Grande Office Site

That portion of Section 29, T-6-S. R-6-E, G & S R B & M, Pinal County, Arizona, more particularly described as follows:

Beginning at the centerline intersection of 2nd St. and Sacaton St. Thence $N21^{\circ}38'28''E$ a distance of 174.00 feet to a point. Thence $S54^{\circ}29'57''E$ a distance of 40.00 feet to the true point of beginning.

Thence $N34^{\circ}38'29''E$ a distance of 420.68 feet to a point
Thence $N88^{\circ}13'00''W$ a distance of 163.50 feet to a point

Thence along the arc of a circular curve to the right having a radius of 17.00 feet through $90^{\circ}00'00''$ of central angle and 26.70 feet of arc length to a point.

Thence $S01^{\circ}47'00''E$ a distance of 14.77 feet to a point
Thence along the arc of a circular curve to the left having a radius of 118.16 feet through $56^{\circ}30'04''$ of central angle and 116.52 feet of arc length to a point.

Thence $S54^{\circ}43'04''E$ a distance of 171.00 feet to a point
Thence $S35^{\circ}07'00''W$ a distance of 249.40 feet to a point
Thence $N54^{\circ}30'37''W$ a distance of 52.01 feet to a point

Thence S35°07'00"W a distance of 195.90 feet to a point
 Thence N54°29'57"W a distance of 386.50 feet to the true point of
 beginning.

The following described real property located in the State of
 Arizona, County of Mohave, to wit:

Bullhead City Office Site

That portion of the East half of the Northeast quarter of the
 Northeast quarter of the Northeast quarter, Section 19, Township
 20 North, Range 22 West of the Gila and Salt River Base and
 Meridian, Mohave County, Arizona, being more particularly de-
 scribed as follows:

BEGINNING at the Northeast corner of said Section 19; thence
 South along the East line of said Section 19, a distance of 530.90
 feet to the True Point of Beginning; thence continuing South along
 the said East line of said Section 19 a distance of 132.00 feet; thence
 N 89°-55' W along the South line of the East-half of the Northeast
 quarter of the Northeast quarter of the Northeast quarter of Sec-
 tion 19 a distance of 330.36 feet to the East line of Lot 116 in
 Colorado Riviera, according to the plat thereof recorded November
 25, 1959 as Fee #91746 in the Office of the Recorder, Mohave County,
 Arizona; thence N 0°-00'-38" W along the East line of the said
 Lot 116 a distance of 132.00 feet; thence S 89°-55'E a distance of
 330.39 feet to the Point of Beginning.

Except one-half of all oil and minerals as reserved in Deed recorded
 in Book 96 of Deeds, page 450.

The following described real property located in the State of
 Nevada, County of Lyon, to wit:

Southwest Gas Corporation LNG Site

Being a parcel of land situated in the E½, E½, Section 23, T.
 17N, R. 22E, M.D.B. & M., Lyon County Nevada, more particularly
 described as follows:

Commencing at the section corner common to Sections 13, 14, 23
 & 24, said township and range, said corner being the true point
 of beginning:

Thence N 89°47'56" W. along the section line common to Sections 14 & 23, a distance of 1317.19 feet to the NW corner of the E $\frac{1}{2}$, E $\frac{1}{2}$, of said Section 23:

Thence S 00°21'30" W, along the West line of the E $\frac{1}{2}$, E $\frac{1}{2}$, said Section 23, a distance of 2473.27 feet to the northwesterly right-of-way of U.S. Highway 50:

Thence N 69°14'00" E, along said northwesterly right-of-way line of U.S. Highway 50, a distance of 1159.05 feet to a point of curvature:

Thence northeasterly along a curve to the left, along said right-of-way line an arc distance of 263.45 feet, to the intersection with the East line of Section 23, said curve subtends a central angle of 01°00'47" and has a radius of 14,900.00 feet:

Thence N 00°05'58" E, along the East line of Section 23, a distance of 1962.06 feet, returning to the true point of beginning.

Containing 67.344 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 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, 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 genera-

tion, 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 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.

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 one of 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 of the Indenture), and for securing the observance and performance of all the terms, provisions and conditions of the Indenture.

UPON CONDITION that, if the Company, its successors and assigns, shall duly perform all conditions precedent to the discharge of the Indenture in compliance with the provisions thereof, then this Supplemental Indenture and the estate and rights hereby granted shall cease, determine and be void, otherwise to 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 successors and assigns and with the respective holders from time to time of the Bonds and coupons, or any thereof, as follows:

ARTICLE FIRST

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 "1992 Series Bond" in § 1.01, as heretofore amended:

"The term '1993 Series Bond' shall mean one of the First Mortgage Bonds, 9%% Series due 1993, issued hereunder."

The following be and it hereby is added immediately after the definition of the term "Indenture" in § 1.01, as heretofore amended:

": 'Sixteenth Supplemental Indenture' shall mean the Supplemental Indenture dated June 30, 1978, supplemental to the Indenture."

The following be and it hereby is added immediately after the word "Nevada," in the definition of "Property Additions" in § 1.01, as heretofore amended:

"or in any other state,"

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

"Upon the execution and delivery of the Sixteenth Supplemental Indenture, and upon delivery to the Trustee at any time or from time to time thereafter of all or any part of Ten Million dollars (\$10,000,000) principal amount of 1993 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."

§ 8.13. The following paragraph be and it hereby is added to § 8.13 as heretofore amended, immediately after clause (b):

"However, in addition to the restrictions set forth above in this § 8.13, so long as any 1993 Series Bond shall be outstanding the Company shall not make any Stock Payment if and to the extent that the amount of all Stock Payments for the period from December 31, 1977, to and including the date of the making of the Stock Payment in question would exceed the Net Earnings of the Company from December 31, 1977 to and including the date of the making of the Stock Payment in question, taken as one accounting period, plus \$8,000,000."

§ 8.16. The phrase preceding clause (1) of § 8.16 of the Indenture as heretofore amended be and it hereby is deleted and the following be and it hereby is inserted in lieu thereof:

"§ 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 (a) the Bonds created prior to March 1, 1965, (b) the 1995 Series Bonds, (c) the 1996 Series Bonds, (d) the 1992 Series Bonds and (e) the 1993 Series Bonds, which are at the time outstanding"

§ 8.18. The following paragraph be and it hereby is added to § 8.18 of the Indenture as heretofore amended, immediately after the first paragraph thereof:

"So long as any 1993 Series Bonds shall be outstanding, the Company will not permit the aggregate principal amount of all Debt of the Company (including without limitation any Bonds then being issued pursuant to Article IV, V, VI or VII of the Indenture) to exceed 70% of the aggregate of the Capitalization of the Company plus Debt of the Company maturing less than one year after the date of creation thereof and excluding obligations with respect to deferred Federal income taxes."

§ 8.25. The following § 8.25 be and it hereby is added to Article VII of the Indenture as heretofore amended:

§ 8.25. *Restricted Investments.* (a) Except as otherwise set forth in this § 8.25, so long as any of the 1993 Series Bonds are outstanding, the Company or any of its subsidiaries shall not, directly or indirectly, invest in, make advances to or operate

any business other than the Company's Business (such investments, advances or operations being hereinafter collectively called "Restricted Investments"). Notwithstanding the foregoing, the Company or any of its subsidiaries may make Restricted Investments, so long as the aggregate amount of such Restricted Investments made after December 31, 1977 shall not exceed 10% of the Capitalization of the Company, exclusive of Funded Debt and all amounts attributable to the then outstanding series of preferred and preference stocks of the Company, determined on the basis of the balance sheet appearing in the financial statements of the Company as at the end of the fiscal year next preceding the date of the making of such Restricted Investment, prepared in accordance with generally accepted accounting principles consistently applied and accompanied by the report thereon of independent public accountants of recognized national standing selected by the Company.

(b) If the Company shall intend to make a Restricted Investment not authorized by clause (a) of this § 8.25 (such Restricted Investment being hereinafter called an "Excess Restricted Investment"), the Company shall give notice of its intention to make such Excess Restricted Investment at least 60 days prior to the date of such proposed investment (1) by delivering to the Trustee a written notice, signed by the President or a Vice President of the Company, of its intention to make such Excess Restricted Investment, and (2) by mailing such written notice by first class mail, postage prepaid to the holders of the 1993 Series Bonds to the last address of such holder appearing on the registry books for such Bonds.

(c) The written notices to be delivered or mailed to the Trustee and Bondholders, respectively, pursuant to clause (b) of this § 8.25 shall specify the approximate date and the nature of such proposed Excess Restricted Investment and shall briefly describe all other material terms thereof. Furthermore, all such notices shall state that the Company shall have the option to redeem all 1993 Series Bonds held by holders of such Bonds who do not consent to the making of such Excess Restricted Investment within 45 days after the date of the mailing of such notice (hereinafter called the "Date of Notice"), at a redemption price equal to the sinking fund redemption price as specified in § 10.06 of the Indenture.

(d) If all holders of the 1993 Series Bonds shall have consented to the Excess Restricted Investment, the Company shall have the right to make such Excess Restricted Investment, on substantially the terms and conditions described in the original notices delivered or mailed pursuant to clause (b) of this § 8.25 within 15 days after the last holder consented thereto; otherwise, the consent or consents shall terminate and become null and void. Within 3 days after the making of such Excess Restricted Investment, the Company shall deliver to the Trustee a Certificate of the Company, stating that all conditions precedent which relate to the making of such Excess Restricted Investment have been complied with.

(e) If no holder or less than all holders of the 1993 Series Bonds shall have consented to the Excess Restricted Investment within 15 days after the Date of Notice, the Company shall have the right to redeem all, but not less than all, Bonds held by all such holders. In case the Company shall elect to exercise its option to redeem such Bonds, it shall give notice of such redemption within 60 days after the Date of Notice in substantially the same form and manner as provided in § 10.02. Within 3 days prior to the redemption date specified in such notice, the Company shall deliver to and deposit with the Trustee cash in an amount sufficient to redeem all of the Bonds which are to be redeemed on such redemption date, which cash shall be held by the Trustee for the exclusive benefit of the respective holders of such 1993 Series Bonds and shall not be returned to the Company, except as otherwise set forth in this § 8.25. After delivery to and deposit with the Trustee of the cash specified in the preceding sentence, the Company shall have the right to make such Excess Restricted Investment on substantially the terms and conditions contained in the original notices mailed or published pursuant to clause (b) of this § 8.25. Immediately after the making of the Excess Restricted Investment (which date shall be no later than the day next preceding the redemption date), the Company shall deliver to and deposit with the Trustee a Certificate of the Company and an Opinion of Counsel, respectively, stating that all conditions precedent which relate to the redemption of such Bonds have been complied with. Subject to the provisions of this § 8.25, the redemption of the Bonds shall be effected in the manner and upon the terms provided in Article X of the Inden-

ture, but the redemption price to be paid on the Bonds so redeemed shall be the applicable redemption price specified in § 10.06. If the Company does not provide the Certificate of the Company and the Opinion of Counsel as specified in this clause (e), the Company shall be prohibited from making such Excess Restricted Investment, the Trustee shall return to the Company the cash deposited with it by the Company pursuant to this clause (e) and the consents of all holders of the 1993 Series Bonds who have consented to the Excess Restricted Investment shall become null and void."

§ 9.01. The following Clause R be and it hereby is added to § 9.01, immediately after the tabulation of sinking fund payments and dates for the 1992 Series Bonds:

"R. The Company will maintain a Sinking Fund (herein called the '*Sinking Fund for the 1993 Series Bonds*') to be applied as hereinafter provided for the 1993 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 1993 Series Bonds) necessary to redeem the principal amount of the 1993 Series Bonds set opposite such dates (herein called the '*Sinking Fund Payment Date*'):

<u>Annual Dates</u>	<u>Principal Amount of Bonds to be Redeemed on the Respective Annual Dates</u>
June 30 in each year commencing June 30, 1982 and ending June 30, 1985.....	\$ 450,000
June 30 in each year commencing June 30, 1986 and ending June 30, 1989.....	\$ 800,000
June 30 in each year commencing June 30, 1990 and ending June 30, 1992.....	\$1,300,000

The Company shall have the right, at its option to increase the amount of any such Fixed Sinking Fund Payment by an amount not to exceed 100%, provided, however, that such right shall not

be cumulative, and, provided further, that the aggregate of payments in excess of the specified Fixed Sinking Fund Payments shall not exceed \$3,000,000. The Company's exercise of its right to make any optional Sinking Fund Payment shall not reduce or otherwise affect its obligation to make any mandatory Sinking Fund Payment required above. If the Company intends to exercise its right to make any optional Sinking Fund Payment on any Sinking Fund Payment Date, it shall deliver to the Trustee, at least forty-five days prior to such Sinking Fund Payment Date, a written notice thereof signed on behalf of the Company by an officer thereof stating (i) that the Company intends to exercise such optional right, and (ii) the amount of the optional Sinking Fund Payment elected to be made. Upon the delivery of such notice, the Company's Fixed Sinking Fund Payment payable on the Sinking Fund Payment Date next following such delivery shall be increased by the amount of the payment specified in such notice, subject to the terms of the foregoing. In case of the failure of the Company, at or before the time so required, to give such notice of its intention to exercise such optional right on any Sinking Fund Payment Date, the Company shall not be permitted to make any optional Sinking Fund Payment on such Sinking Fund Payment Date.

§ 10.05. The following Clause R be and it hereby is added to § 10.05 immediately after the Clause Q thereof:

"R. The 1993 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 applicable percentage of the principal amount of the Bonds so to be redeemed set forth in the following table under the heading 'Redemption Price', together, in each case, with accrued interest on the principal amount of the Bonds so to be redeemed to the date fixed for redemption:

<u>If redeemed in the twelve-month period ending June 30</u>	<u>Redemption Price</u>
1979.....	109.375%
1980.....	108.705%
1981.....	108.036%
1982.....	107.366%
1983.....	106.696%
1984.....	106.027%
1985.....	105.357%
1986.....	104.687%
1987.....	104.016%
1988.....	103.348%
1989.....	102.679%
1990.....	102.009%
1991.....	101.339%
1992.....	100.670%
1993.....	100.000%

The term 'premium' as used in the Indenture shall mean the amount, if any, by which the applicable redemption price (exclusive of accrued interest) determined in accordance with the foregoing table exceeds the principal amount of Bonds to be redeemed.

No redemption of the 1993 Series Bonds shall be made at the option of the Company prior to June 30, 1983, 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 lower than the interest rate specified in the title of the 1993 Series Bonds or having a weighted average life to maturity less than the weighted average life to maturity of the 1993 Series Bonds (all calculations made pursuant to this paragraph to be made in accordance with accepted financial practice). After June 30, 1983, and through June 30, 1988, the Company may redeem any portion of the 1993 Series Bonds, subject to the first paragraph of this Clause K, 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 lower than the interest rate specified in

the title of the 1993 Series Bonds, at a redemption price equal to the redemption price specified above for the year in which the redemption is made, plus three percent (3%) of the principal amount of the 1993 Series Bonds to be redeemed."

ARTICLE SECOND

1993 Series Bonds

§ 2.1. There shall be an eighteenth series of Bonds, known as and entitled "First Mortgage Bonds, 9 $\frac{3}{8}$ % Series due 1993" (herein called the "1993 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 1993 Series Bonds which may be authenticated and delivered and outstanding under the Indenture is Ten Million Dollars (\$10,000,000). No additional 1993 Series Bonds may be authenticated and delivered pursuant to Article V, VI or VIII of the Indenture without the consent in writing of the holders of all then outstanding 1993 Series Bonds.

The 1993 Series Bonds shall bear interest at the rate per annum specified in the title of the 1993 Series Bonds and shall mature June 30, 1993. All computations of interest shall be calculated on the basis of a year of 360 days, consisting of 12 months of 30 days each.

The 1993 Series Bonds shall be registered Bonds without coupons of the denominations of One Thousand Dollars (\$1,000) and any multiple thereof. The 1993 Series Bonds shall be dated as provided in § 2.08 of the Indenture and shall bear interest from their respective dates, such interest to be payable semi-annually on the last day of June and December in each year. Both the principal of and the interest on the 1993 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 1993 Series Bonds shall be subject to redemption at the option of the Company in the manner provided in § 10.05 of the Indenture.

The 1993 Series Bonds shall be numbered from RR-1 upward.

1993 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.

1993 Series Bonds may be transferred or exchanged as provided for in the Indenture upon reimbursement for any tax or taxes or other governmental charge specified in § 2.08, but without payment of any additional charge for such transfer or exchange.

§ 2.2. The 1993 Series Bonds are to be substantially in the following form, with such appropriate insertions (including insertion of the interest rate specified in § 2.1) and variations as are in the Indenture provided or permitted:

[FORM OF THE 1993 SERIES BONDS]

SOUTHWEST GAS CORPORATION

FIRST MORTGAGE BOND, 9 3/8% SERIES DUE 1993

DUE JUNE 30, 1993

\$.....

No. RR

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 June 30, 1993, 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 per annum specified in the title of this Bond in like coin or currency, payable semi-annually on the last day of June and the last day of December in each year until the principal hereof shall be paid. All computations of interest shall be calculated on the basis of a year of 360 days, consisting of 12 months of 30 days each.

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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 D. C. Easterday, as Trustees. The Trustee and said D. C. Easterday 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 specified in the title of this Bond (hereinafter referred to as the "1993 Series Bonds").

As provided in the Indenture, the 1993 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 applicable percentage of the principal amount of the Bonds so to be redeemed set forth in the following table under the heading

"Redemption Price", together, in each case, with accrued interest on the principal amount of the Bonds so to be redeemed to the date fixed for redemption:

[Here insert table of Redemption Prices set forth in § 10.05 B of the Indenture]

No redemption of the 1993 Series Bonds shall be made at the option of the Company prior to June 30, 1983, 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 lower than the interest rate specified in the title of this Bond or having a weighted average life to maturity less than the weighted average life to maturity of this Bond (all calculations made pursuant to this paragraph to be made in accordance with accepted financial practice). After June 30, 1983, and through June 30, 1988, the Company may redeem any portion of the 1993 Series Bonds 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 lower than the interest rate specified in the title of the 1993 Series Bonds, at a redemption price equal to the redemption price specified above for the year in which the redemption is made, plus three per cent (3%) of the principal amount of the 1993 Series Bonds to be redeemed.

As provided in the Indenture, the 1993 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, together in each case with accrued interest on the principal amount of the Bonds so to be redeemed to the date fixed for redemption, without premium.

As provided in the Indenture, the Company may redeem the 1993 Series Bonds held by any Bondholder who has not consented to the making by the Company of the Excess Restricted Investment (as defined in the Indenture) in question, at a redemption price equal to the principal amount of such Bonds, together, in each case, with interest accrued to the date fixed for redemption, without premium.

As provided in the Indenture, 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 Bonds to be so redeemed to the last address of such holder appearing on the registry books for the Bonds.

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.

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 hereof, 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 this Bond to be signed manually or by facsimile signature by its President or a Vice President and its corporate seal or a facsimile thereof to be affixed hereto and attested by the manual or facsimile signature of 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

This Bond has not been registered under the Securities Act of 1933 and may be offered or sold only if registered pursuant to provisions of said Act or if an exemption from registration is available.

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ARTICLE THIRD**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 and hereby 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 and hereby 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.

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

SOUTHWEST GAS CORPORATION,

By



President.

Attest:

Julia A. Ford
Secretary.

BANK OF AMERICA NATIONAL TRUST AND SAVINGS ASSOCIATION,

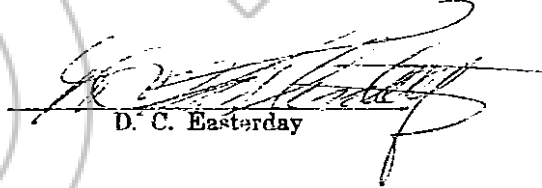
By



Assistant Vice President.

Attest:

Reet Saaret
Trust Officer.

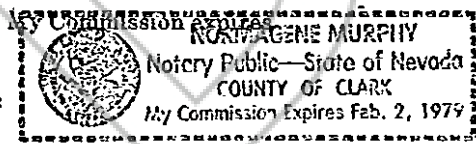


D. C. Easterday

STATE OF NEVADA }
COUNTY OF CLARK } ss.:

On this 14th day of July, 1978, personally appeared before me, a Notary Public in and for said County, W. M. 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.

Romaine Murphy
Notary Public in and for said County
and State.



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

On this 13th day of July, 1978, before the undersigned, a Notary Public in and for the said County and State, residing therein, duly commissioned and sworn, personally appeared W. F. CHAMBERS and PRET SAARET, known to me to be an Assistant Vice President and 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.

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

My Commission expires



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

On this 13th day of July, 1978, before the undersigned, a Notary Public in and for the said County and State, residing therein, duly commissioned and sworn, personally appeared D. C. EASTERDAY, 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.

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

My Commission expires



65687

RECORDED AT THE REQUEST OF Southwest Gas Corp
on July 19, 1978 at 34 mins. past 3 P.M. In
Book 65 - OFFICIAL RECORDS, page 23-66. RECORDS OF
EUREKA COUNTY, NEVADA. WILLIS A. DePAOLI Recorder
Fee \$ 46.00
File No. 65687

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