

71495

EXHIBIT A

SOUTHWEST GAS CORPORATION

AND

BANK OF AMERICA NATIONAL TRUST
AND SAVINGS ASSOCIATION

AND

D. C. EASTERDAY

As Trustees

Seventeenth Supplemental Indenture

Dated: September 30, 1979

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

First Mortgage Bonds, 10.5% Series due 1994.

BOOK 77 PAGE 18

SOUTHWEST GAS CORPORATION
INDENTURE OF MORTGAGE AND DEED OF TRUST
Dated June 1, 1951 as Supplemented and Amended

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INDENTURE, dated September 30, 1979 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. EASTERDAY, 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, September 1, 1972 and June 30, 1978; 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 September 30, 1979:

| <u>Series</u> | <u>Principal Amount Outstanding</u> |
|--|---|
| First Mortgage Bonds, 5% Series due 1981..... | \$ 230,000 |
| First Mortgage Bonds, 6% Series due 1985..... | \$ 378,000 |
| First Mortgage Bonds, 5½% Series due 1987..... | \$ 2,867,000 |
| First Mortgage Bonds, 5½% Series B due 1987..... | \$ 5,200,000 |
| First Mortgage Bonds, 4.85% Series due 1989..... | \$ 3,532,000 |
| First Mortgage Bonds, 4⅞% Series due 1990..... | \$ 3,963,000 |
| First Mortgage Bonds, 6¾% Series due 1991..... | \$ 5,629,000 |
| First Mortgage Bonds, 9⅛% Series due 1995..... | \$ 7,040,000 |
| First Mortgage Bonds, 8⅞% Series due 1996..... | \$ 4,550,000 |
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| First Mortgage Bonds, 9% Series due 1993..... | \$10,000,000 |

; 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, 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 a nineteenth series of Bonds to be known as "First Mortgage Bonds, 10.5% Series due 1994" (herein sometimes called "1994 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, ELKO, 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:

Southern Arizona Division Gas Lines

Easements

All of those certain easements, the descriptions of which are contained in three volumes entitled "TGE — SOUTHWEST SALE: LEGAL DESCRIPTIONS FOR NATURAL GAS LINE RIGHT-OF-WAY EASEMENTS" and identified as Volume I (Parcels 1-855), Volume II (Parcels 856-1788) and Volume III (Parcels 1789-2416), as assigned by document entitled "ASSIGNMENT OF NATURAL GAS LINE RIGHT-OF-WAY EASEMENTS" recorded on April 2, 1979 as Document No. 036342, Book 5997, Pages 0001-0836 in the office of the County Recorder of Pima County, Arizona.

All of those certain easements, the descriptions of which are contained in a volume entitled "TGE — SOUTHWEST SALE: LEGAL DESCRIPTIONS FOR NATURAL GAS LINE RIGHT-OF-WAY EASEMENTS — Volume IV (Parcels 2417-2473)," as assigned by document entitled "SUPPLEMENTAL ASSIGNMENT OF NATURAL GAS LINE RIGHT-OF-WAY EASEMENTS" recorded on April 2, 1979 as Document No. 044716, Book 6011, Pages 1297-1314 in the office of the County Recorder of Pima County, Arizona.

**Southern Nevada Division
16" O.D. Tropicana Pipeline**

Beginning at a point in Section 25, Township 21 South, Range 60 East, M.D.B.&M., Clark County, Nevada, said point being located approximately in the northwest corner of said Section 25, on Tropicana Avenue; thence in an easterly direction, parallel to Tropicana Avenue, crossing the northerly portion Section 25 and the southerly portion of Section 24; continuing thence in an easterly direction, parallel to Tropicana Avenue, crossing the southerly of Section 19 and Section 20, Township 21 South, Range 61 East, to a point near the west sixteenth corner of said Section 20, said point is the intersection of Tropicana Avenue and Polaris Street; thence in a northerly direction in said Section 20, parallel to Polaris Street, to a point near the southwest sixteenth corner of said Section 20, said point being the intersection of Polaris Street and Tompkins Avenue; thence in an easterly direction in said Section 20, parallel to Tompkins Avenue, to a point near the south sixteenth corner of said Section 20, said point is the intersection of Tompkins Avenue and Industrial Road; thence in a southerly direction, parallel to Industrial Road in said Section 20 to a point; thence in an easterly direction, crossing Interstate No. 15; thence in a southerly direction parallel to Interstate 15 to a point on Tropicana Avenue in Section 29; thence in an easterly direction parallel to Tropicana Avenue to a point near the northeast corner of Section 29, the point of ending; a total distance of 17,953 feet.

**Northern Nevada Division
8 $\frac{5}{8}$ " O.D. Kingsbury Grade Loop Line**

Beginning at a point near the west sixteenth corner of Section 26, Township 13 North, Range 18 East, M.D.B.&M., Carson City, Nevada, said point being on Kingsbury Grade S.R. 19; thence in a westerly and southwesterly direction along said Kingsbury Grade and U.S. Highway No. 50 crossing a portion of Section 26 and Section 27 to point in Section 27 said point being the ending; a total distance of 2,289 feet.

Gas Gathering Systems

The following described pipelines:

Abbott — *Federal No. 3-11 Well* has connected 142 feet of 4 $\frac{1}{2}$ " O.D. pipeline that is located in Section 11, Township 28 North, Range 13 West, San Juan County, New Mexico.

Merrion & Bayless — Hi Roll Wells Nos. 1, 2, 3 and 4 have connected 8,340 feet of $4\frac{1}{2}$ " O.D. pipeline that is located in Section 35, Township 27 North, Range 13 West, San Juan County, New Mexico.

Kimbark — Horton No. 5 Well has connected 4,213 feet of $4\frac{1}{2}$ " O.D. pipeline that is located in Section 7, Township 31 North, Range 11 West, San Juan County, New Mexico.

Kimbark — Horton No. 10 Well has connected 602 feet of $4\frac{1}{2}$ " O.D. pipeline that is located in Section 13, Township 32 North, Range 12 West, San Juan County, New Mexico.

Kimbark — Storey No. 4 Well has connected 712 feet of $4\frac{1}{2}$ " O.D. pipeline that is located in Section 34, Township 32 North, Range 11 West, San Juan County, New Mexico.

II

FEE LANDS

The following described real property:

Southern Arizona Division

LPG Plant Site Adjacent to DeMoss Petrie Power Plant

A parcel of land lying within the Southwest quarter of Section 35, Township 13 South, Range 13 East, G. & S. R. B & M., Pima County, Arizona described as follows:

Beginning at a standard survey monument which is the quarter corner common to Sections 34 and 35,

Thence South $89^{\circ} 08' 07''$ East along the North line of said Southwest quarter of Section 35, a distance of 617.11 feet to a $\frac{5}{8}$ inch iron pin which is the point of intersection of a curve in Flowing Wells Road as established in Book 8 at Page 39 of Road Maps;

Thence South $10^{\circ} 02' 38''$ East along the semi-tangent and the centerline of said Flowing Wells Road a distance of 1481.59 feet to a nail in the pavement, which is the beginning of a curve in Flowing Wells Road;

Thence North $79^{\circ} 57' 22''$ East a distance of 50 feet to a point on the East right of way line of said Flowing Wells Road;

Thence Southeasterly along said right of way, on a curve concave to the East having an initial tangent of South $10^{\circ} 02' 38''$ East, a central

angle of $07^{\circ} 19' 11''$ and a radius of 666.20 feet a distance of 85.11 feet to a $\frac{5}{8}$ inch iron pin in concrete which is the Southwest corner of that property conveyed to Krueger in Docket 2039 at Page 258 and also the True Point of Beginning;

Thence North $66^{\circ} 35' 18''$ East along the South boundary of said Krueger Parcel a distance of 428.00 feet to a $\frac{5}{8}$ inch iron pin with aluminum cap in concrete which point is on the West boundary line of that parcel conveyed to the United States of America in Docket 186 at Page 486;

Thence South $21^{\circ} 26' 25''$ East along said West boundary a distance of 657.55 feet to a brass cap in concrete (buried 2 feet monument);

Thence South $89^{\circ} 07' 46''$ East along the South boundary of said parcel a distance of 101.56 feet to a $\frac{5}{8}$ inch iron pin in concrete;

Thence South $30^{\circ} 38' 02''$ East along the West right of way line of Flowing Wells Road as shown on Road Maps Book 8, Page 52 (being a portion not abandoned) a distance of 251.25 feet to a $\frac{5}{8}$ inch iron pin in concrete which is on the North right of way of Flowing Wells Road as established in Road Maps in Book 8 at Page 39;

Thence North $89^{\circ} 06' 00''$ West along said North right of way line a distance of 317.42 feet to a $\frac{5}{8}$ inch iron pin in concrete;

Thence along a curve to the right having a central angle of $55^{\circ} 13' 43''$ and a radius of 268.31 feet a distance of 258.63 feet to a $\frac{5}{8}$ inch iron pin in concrete;

Thence North $33^{\circ} 52' 17''$ West a distance of 437.80 feet to a $\frac{5}{8}$ inch iron pin in concrete;

Thence along a curve to the right having a central angle of $16^{\circ} 30' 28''$ and a radius of 666.20 feet, a distance of 191.94 feet to the True Point of Beginning.

Except any portion thereof lying above and Northerly of the following described line:

Commencing at the Northeast corner of above described Parcel;

Thence South $21^{\circ} 26' 25''$ East along a Northeasterly boundary line thereof a distance of 480 feet to a point, being the True Point of Beginning of said line;

Thence South $68^{\circ} 33' 35''$ West a distance of 40 feet to a point;

Thence South $21^{\circ} 26' 25''$ East parallel and 40 feet West of the said Easterly boundary line of said parcel a distance of 20 feet to a point;

Thence South $68^{\circ} 33' 35''$ West approximately 320 feet to a point on the Westerly line of said above described Parcel, said point being the terminus of said line, constituting 2.93 acres, more or less.

Houghton Road Propane-Air Plant Site

The West 400 feet of the East 475 feet of the North 360 feet of the Southeast quarter of the Southeast quarter of Section 35, Township 14 South of Range 15 East, Gila and Salt River Base and Meridian, Pima County, Arizona, constituting 3.30 acres, more or less.

Houghton Road LPG Storage Site

The South 500 feet of the East 500 feet of the North half of the Northwest quarter of Section 24, Township 15 South, Range 15 East, Gila and Salt River Base and Meridian, Pima County, Arizona; and

The South 90 feet of the North half of the Northwest quarter of said Section 24, Township 15 South, Range 15 East, Pima County, Arizona, EXCEPT the East 500 feet thereof; and EXCEPT the West 75 feet, being the right-of-way of Houghton Road as established under Proceedings No. 913 and recorded in Book 7 of Road Maps at page 76 thereof,

TOGETHER WITH an easement for the existing underground gas facilities over and across the East 20 feet of the West 95 feet of the said North half of the Northwest quarter of said Section 24; EXCEPT the South 90 feet thereof, constituting 10.02 acres, more or less.

Irvington Road — South Alvernon Road Metering Station Site

All that part of the Southwest quarter of Section 34, Township 14 South of Range 14 East, Gila and Salt River Base and Meridian, Pima County, Arizona, described as follows:

COMMENCING at the corner common to Sections 33 and 34 and 3 and 4, Townships 14 and 15, South, Range 14 East, Gila and Salt River Base and Meridian, Pima County, Arizona;

Thence South $89^{\circ} 41'$ East, 404 feet to the point of intersection of the southerly prolongation of the East line of Pima County Highway No. 295 and the South line of Section 34, Township 14 South of Range 14 East;

Thence North $1^{\circ} 0'$ West along the East line of said right-of-way for a distance of 683.6 feet to the point of intersection of the South line of the Western Gas Company Easement described in Book 51 of Miscellaneous Records, page 21, records of Pima County, Arizona, and the East right-of-way line of said Pima County Highway No. 295, which is the TRUE POINT OF BEGINNING;

Thence North 1° West, along the said East right-of-way line of said road, 218 feet;

Thence South $74^{\circ} 13'$ East, on a line parallel with the South line of said Western Gas Company Easement, 208.71 feet;

Thence South 1° East, parallel with the East line of said Pima County Highway No. 295, 218 feet to a Point on the South line of said Western Gas Co. Easement;

Thence North $74^{\circ} 13'$ West, along a South line of said Western Gas Co. Easement, 208.71 feet to the TRUE POINT OF BEGINNING, constituting 1.04 acres, more or less.

Tucson — Nogales Highway Fee Right-of-Way

That portion of the Southwest quarter of the Northwest quarter of Section 6, Township 16 South of Range 14 East, Gila and Salt River Base and Meridian, Pima County, Arizona described as follows:

BEGINNING at the point of intersection of the South line of the Northwest quarter of said Section 6 with the easterly right-of-way line of the Tucson Nogales Railroad;

Thence northerly along said easterly right-of-way line to a point distant 750 feet North from the South line of said Northwest quarter;

Thence easterly parallel with the South line of said Northwest quarter, a distance of 10 feet to a point;

Thence southerly along a line parallel with and distant 10 feet easterly from said easterly right-of-way line to a point on the South line of said Northwest quarter;

Thence westerly along said South line, a distance of 10 feet to the PLACE OF BEGINNING, constituting 0.17 acres, more or less.

St. Mary's Hospital Gas Line Fee Property

A part of Fractional Lot No. 1, Section 10, Township 14 South, Range 13 East, Gila and Salt River Base and Meridian, Pima County, Arizona, as conveyed to Homesites, Inc., a corporation, by deed of record in Book 289 at page 68; being a strip of land 33 feet in width, the South boundary line of which is described as follows:

BEGINNING at the Southwest corner of said Fractional Lot No. 1 which is also the Northwest corner of that tract of land conveyed by the United States to Sisters of St. Joseph in Arizona by deed of record in said county in Docket 256 at page 325, and is identical with the center of said Section 10, said point being marked with a brass tablet in concrete post marked "AP2"; running thence easterly along the common boundary line between said Fractional Lot No. 1 and the said tract conveyed by the United States 594 feet, more or less, to a point marked with a brass tablet in concrete post marked "AP1"; thence easterly along the common boundary line between said Fractional Lot No. 1 and Parcel No. 1 as described in that certain Trust Indenture, dated February 1, 1950, between Sisters of St. Joseph in Arizona and the First National Bank of West Bend, recorded in said County in Docket 241 at Page 420, 453 feet, more or less to a point; thence north-easterly to an intersection of the projected west boundary line of Parcel No. 2 as described in said Trust Indenture, with a line parallel to and 33 feet southerly from the South boundary line of said Parcel No. 2; thence easterly along said parallel line to the East line of said Fractional Lot No. 1;

EXCEPT any portion thereof lying within Parcel 1 of that certain Trust Indenture, recorded in Docket 241, page 420, records of Pima County, Arizona, constituting 0.69 acres, more or less.

Northern Nevada Division

LNG Plant Site

The north half of Section 13, Township 27 North, Range 30 East, M.D.B.&M., Pershing County, Nevada, containing 320 acres, more or less.

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Reno LPG Plant Site

All that certain real property being a portion of the Southwest one-quarter of the Northwest one-quarter (SW $\frac{1}{4}$ NW $\frac{1}{4}$) of Section 36, T-20-N, R-19-E, M.D.B.&M., Washoe County, Nevada, more particularly described as follows:

Commencing at the West one-quarter corner of said Section 36;

Thence North 89° 38' 32" East, 650.27 feet;

Thence North 00° 03' 50" East, 498.07 feet to the True Point of Beginning;

Thence continuing North 00° 03' 50" East, 308.35 feet;

Thence North 66° 00' 21" East, 444.57 feet;

Thence North 61° 57' 35" East, 179.45 feet;

Thence South 00° 00' 06" West, 224.80 feet;

Thence South 89° 59' 32" East, 80.25 feet;

Thence South 00° 00' 28" West, 184.61 feet;

Thence South 89° 37' 58" West, 345.81 feet;

Thence South 00° 06' 58" West, 162.19 feet;

Thence North 89° 56' 10" West, 298.97 feet to the True Point of Beginning.

Containing 5.00 acres, more or less.

Southern California Division

Victorville Business Office Site

Parcel 1 of Parcel Map 4792 recorded on February 21, 1979 in Book 45, page 43 of Parcel Maps, County of San Bernardino, California.

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 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 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 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 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 "1993 Series Bond" in § 1.01, as heretofore amended:

"The term '1994 Series Bond' shall mean one of the First Mortgage Bonds, 10.5% Series due 1994, issued hereunder."

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

"'; 'Seventeenth Supplemental Indenture' shall mean the Supplemental Indenture dated September 30, 1979, supplemental to the Indenture."

§ 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 Seventeenth Supplemental Indenture, and upon delivery to the Trustee at any time or from time to time thereafter of all or any part of Thirty-Five Million dollars (\$35,000,000) principal amount of 1994 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 1994 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, (e) the 1993 Series Bonds and (f) the 1994 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 1994 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."

§ 9.01. The following Clause S be and it hereby is added to § 9.01, immediately after the tabulation of sinking fund payments and dates for the 1993 Series Bonds:

"S. The Company will maintain a Sinking Fund (herein called the 'Sinking Fund for the 1994 Series Bonds') to be applied as hereinafter provided for the 1994 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 1994 Series Bonds) necessary to redeem the principal amount of the 1994 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> |
|---|--|
| December 15 in each year commencing December 15, 1983 and ending December 15, 1986..... | \$1,575,000 |
| December 15 in each year commencing December 15, 1987 and ending December 15, 1990..... | \$2,800,000 |
| December 15 in each year commencing December 15, 1991 and ending December 15, 1993..... | \$4,550,000 |

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 \$10,500,000. 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. 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 right, and (ii) the amount of the optional Sinking Fund Payment which the Company elects to make. 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 optional payment specified in such notice. In case of the failure of the Company, at or before the time so required, to give such notice of its intention to make an optional Sinking Fund Payment 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 S be and it hereby is added to § 10.05 immediately after the Clause R thereof:

"S. The 1994 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 December 15</u> | <u>Redemption Price</u> |
|--|-----------------------------|
| 1980..... | 110.50% |
| 1981..... | 109.75% |
| 1982..... | 109.00% |
| 1983..... | 108.25% |
| 1984..... | 107.50% |
| 1985..... | 106.75% |
| 1986..... | 106.00% |
| 1987..... | 105.25% |
| 1988..... | 104.50% |
| 1989..... | 103.75% |
| 1990..... | 103.00% |
| 1991..... | 102.25% |
| 1992..... | 101.50% |
| 1993..... | 100.75% |
| 1994..... | 100.00% |

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 1994 Series Bonds shall be made at the option of the Company prior to December 15, 1989, 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 1994 Series Bonds or having a weighted average life to maturity less than the weighted average life to maturity of the 1994 Series Bonds (all calculations made pursuant to this paragraph to be made in accordance with accepted financial practice).

ARTICLE SECOND**1994 Series Bonds**

§ 2.1. There shall be a nineteenth series of Bonds, known as and entitled "First Mortgage Bonds, 10.5% Series due 1994" (herein called the "1994 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 1994 Series Bonds which may be authenticated and delivered and outstanding under the Indenture is Thirty-Five Million Dollars (\$35,000,000). No additional 1994 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 1994 Series Bonds.

The 1994 Series Bonds shall bear interest at the rate per annum specified in the title of the 1994 Series Bonds and shall mature December 15, 1994. All computations of daily interest in cases of proration shall be calculated on the basis of a year of 360 days, consisting of 12 months of 30 days each.

The 1994 Series Bonds shall be registered Bonds without coupons of the denominations of One Thousand Dollars (\$1,000) and any multiple thereof. The 1994 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 fifteenth days of June and December in each year. Both the principal of and the interest on the 1994 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 1994 Series Bonds shall be subject to redemption at the option of the Company in the manner provided in § 10.05 of the Indenture.

The 1994 Series Bonds shall be numbered from SS-1 upward.

1994 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.

1994 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 1994 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 1994 SERIES BONDS]

SOUTHWEST GAS CORPORATION

FIRST MORTGAGE BOND, 10.5% SERIES DUE 1994

DUE DECEMBER 15, 1994

\$.....

No. SS

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 December 15, 1994, 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 fifteenth day of June and the fifteenth day of December in each year until the principal hereof shall be paid. All computations of daily interest in cases of proration shall be calculated on the basis of a year of 360 days, consisting of 12 months of 30 days each. 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.

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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 individual 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 "1994 Series Bonds").

As provided in the Indenture, the 1994 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 1994 Series Bonds shall be made at the option of the Company prior to December 15, 1989, 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).

As provided in the Indenture, the 1994 Series Bonds are entitled to the benefits of the Sinking Fund for the 1994 Series Bonds and the Renewal and Replacement Fund 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 and in such case 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, 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 (66⅔%) in principal amount of the Bonds then outstanding and entitled to consent and, in case one or more but fewer than all of the series of Bonds issued under the Indenture are so affected, of at least sixty-six and two-thirds per cent (66⅔%) 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 any such Bonds, (ii) alter the maturity date fixed in the Indenture or in any such Bonds or coupons for the payment of the principal of or any installment of interest thereon, (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 or implied from the Indenture or any indenture supplemental thereto or any of the Bonds or coupons thereby secured.

This Bond is a registered Bond without coupons and is transferable by the registered holder hereof in person or by the attorney of

such holder, duly authorized in writing, on the registry books to be kept for the purpose at the aforesaid principal trust office of the Trustee, Registrar for the Bonds, upon surrender of this Bond accompanied by a written instrument of transfer in form approved by the Company, duly executed by the registered holder in person or by such attorney, and upon cancellation hereof one or more new registered Bonds without coupons, of authorized denominations, for the same aggregate principal amount, will be issued to the transferee in exchange herefor, as provided in the Indenture.

The Company and the Trustees may deem and treat the person in whose name this Bond is registered on the books of the Trustee 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.

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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 of said counterparts executed and delivered each as an original shall constitute but one and the same instrument.

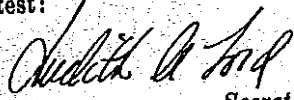
IN WITNESS WHEREOF, the parties hereto have caused this Supplemental Indenture to be duly executed as of the day and year first above written.

SOUTHWEST GAS CORPORATION,


By


President.

Attest:


Secretary.

BANK OF AMERICA NATIONAL TRUST AND
SAVINGS ASSOCIATION,


Assistant Vice President.

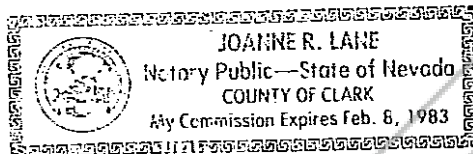
Attest:


Trust Officer.


D. C. Easterday

STATE OF NEVADA }
COUNTY OF CLARK } ss.:

On this 11th day of December, 1979, personally appeared before me, a Notary Public in and for said County, W. M. [unclear], 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.



Joanne R. Lane
Notary Public in and for said County
and State.

My Commission expires 2/8/83

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

On this 11th day of December, 1979, 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 Pest Saarel, 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



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

On this 11th day of December, 1979, 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



71495

RECORDED AT THE REQUEST OF Southwest Gas Corporation
on December 14, 19 79, at 40 mins. past 11 A.M. In
Book 77 of OFFICIAL RECORDS, page 18-59, RECORDS OF
EUREKA COUNTY, NEVADA. WILLIS A. DePAOLI Recorder
Bk No. 71495 Fee \$44.00

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