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SOUTHWEST GAS CORPORATION

AND

BANK OF AMERICA NATIONAL TRUST
AND SAVINGS ASSOCIATION

AND

D. C. EASTERDAY
As Trustees

Eighteenth Supplemental Indenture

DATED: June 1, 1984

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

FIRST MORTGAGE BONDS, 13.5% SERIES DUE 2004.

BOOK | 23 PAGE | 36

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

TABLE OF CONTENTS*

All references to page numbers refer to the Ninth Supplemental Indenture unless otherwise indicated.

- Ⓢ10th Supplemental Indenture
- Ⓢ11th Supplemental Indenture
- Ⓢ12th Supplemental Indenture
- Ⓢ13th Supplemental Indenture
- Ⓢ14th Supplemental Indenture
- Ⓢ15th Supplemental Indenture
- Ⓢ16th Supplemental Indenture
- Ⓢ17th Supplemental Indenture
- Ⓢ18th Supplemental Indenture

	<u>PAGE</u>
PARTIES	1Ⓢ
RECITALS:	
Purpose of Indenture	1Ⓢ
Outstanding Bonds	2Ⓢ
PROPERTY PLEDGED TO SECURE THE BONDS:	
All Pipe Lines	4Ⓢ
Fee Lands	4Ⓢ
Plant and Equipment	4Ⓢ
Franchises	5Ⓢ
Contracts	5Ⓢ
Further Property Conveyed to Trustees	5Ⓢ
Conveyance in Trust upon Conditions	6Ⓢ

-
- This Table of Contents does not constitute part of the Indenture or have any bearing upon the interpretation of any of its terms and provisions.

ii

ARTICLE I
(Article First)

CERTAIN AMENDMENTS OF INDENTURE
Alphabetical Index of Definitions and
Constructions of Certain Terms

ARTICLE I

(Supplemented by Definitions appearing elsewhere in the Indenture)

	<u>SECTION No.</u>	<u>PAGE</u>
Affiliate	1.01	8
Amount of Stock Payments	1.01	19
Application, Written Order, Written Request or Written Consent of the Company	1.01	8
Articles of Indenture, reference to	3.3	167
Authorized Newspaper	1.01	8
Bond	1.01	8
1989 Series Bond	1.01	7 [Ⓞ]
1990 Series Bond	1.01	7 [Ⓞ]
1991 Series Bond	1.01	8 [Ⓞ]
1995 Series Bond	1.01	6 [Ⓞ]
1996 Series Bond	1.01	10 [Ⓞ]
1992 Series Bond	1.01	14 [Ⓞ]
1993 Series Bond	1.01	14 [Ⓞ]
1994 Series Bond	1.01	14 [Ⓞ]
2004 Series Bond	1.01	7 [Ⓞ]
Bondholder	1.01	9
Capitalization	8.18	79
Certificate of the Company	1.01	5
Company	1.01	9
Conclusive Presumption as to Accuracy and Authenticity of Company Certificates, Reports, etc., Trustee may rely thereon	15.01	147
Cost Basis	1.01	10
Counsel	1.01	10
Current indebtedness	8.14	77
Debt	8.18	79
Deposited Cash	6.03	58

	<u>SECTION No.</u>	<u>PAGE</u>
Determinations of Costs of Property Additions or		
Earnings	1.02	21
Effect of Documents Filed with Trustee	1.03	21
Engineer	1.01	10
Excepted Properties	1.01	7 [Ⓞ]
Events of Default	12.02	121
Fair Value of Property Additions	5.01	47
Funded Debt	8.18	79
Gas Business	1.01	17
Gas Properties	1.01	17
Gross Amount of Property Additions	1.01	12
Herein, hereof, etc.	1.04	22
Holder of Bonds	1.01	9
Indenture	1.01	10
Tenth Supplemental Indenture	1.01	7 [Ⓞ]
Eleventh Supplemental Indenture	1.01	7 [Ⓞ]
Twelfth Supplemental Indenture	1.01	8 [Ⓞ]
Thirteenth Supplemental Indenture	1.01	6 [Ⓞ]
Fourteenth Supplemental Indenture	1.01	10 [Ⓞ]
Fifteenth Supplemental Indenture	1.01	14 [Ⓞ]
Sixteenth Supplemental Indenture	1.01	14 [Ⓞ]
Seventeenth Supplemental Indenture	1.01	14 [Ⓞ]
Eighteenth Supplemental Indenture	1.01	7 [Ⓞ]
Independent	1.01	11
Individual Trustee	1.01	11
Interest Charges on the Secured Bonded Debt	5.01(B)	52
Lien Hereof	1.01	11
Net Amount of Property Additions	1.01	12
Net Earnings	1.01	13
Net Earnings Available for Interest	1.01	14
Nevada Northern	1.01	15
Nevada Northern Bonds	1.01	15
Outstanding (Bonds)	1.01	15
Original Indenture	1.01	15
Permitted Encumbrances	1.01	15
Person	1.01	16
Property Additions	1.01	17

	Section No.	Page
Renewal and Replacement Fund	9.06	88
Renewal and Replacement Obligation	9.06	88
Resolution and Resolution of the Board	1.01	18
Responsible Officer or Officers	1.01	18
Retirements	1.01	18
Retirements Credits	1.01	18
Sinking Funds for Bonds	9.01	80
Sinking Fund Payment Dates	9.01	80
Stock Payments	8.13	75
Subsidiary	1.01	19
Trustee	1.01	19
Trustees	1.01	19
Trust Estate, Mortgaged Premises and Mortgage Property	1.01	19
Trust Indenture Act	1.05	80
Trust Moneys	11.09	115
Used for Any Purpose of the Indenture	1.01	19

ARTICLE II

FORM, EXECUTION, DELIVERY, REGISTRATION AND EXCHANGE OF BONDS

Execution of Bonds	2.01	80
Numbering of Bonds	2.01	23
Execution of Coupons; Facsimile Signatures	2.03	24
Authentication of Bonds	2.04	24
Issuance of Bonds in One or More Series	2.05	24
[See also Article II (Article Second), this Table of Contents]		
1973 Series Bonds	2.05	24
1981 Series Bonds	2.05	25
1979 Series Bonds	2.05	26
1981 Series Convertible Bonds	2.05	27
1973 Series A Bonds	2.05	27
1977 Series B Bonds	2.05	28
1985 Series Bonds	2.05	29
1973 Series B Bonds	2.05	30

	<u>SECTION No.</u>	<u>PAGE</u>
1976 Series Bonds	2.05	31
1987 Series Bonds	2.05	32
1987 Series B Bonds	2.05	33
All Bonds Ratably Secured	2.06	35
Creation of New Series of Bonds	2.07	35
Exchange and Transfer of Bonds; Dating; Who Treated as Owners	2.08	37
Temporary Bonds	2.09	39
Mutilated, Lost, Stolen or Destroyed Bonds and Coupons	2.10	40
No Gain or Loss in Interest	2.11	41

ARTICLE III

INITIAL ISSUE OF BONDS

Issue of Bonds	3.01	41
Issue of 1989 Series Bonds	3.01	7Ⓞ
Issue of 1990 Series Bonds	3.01	10Ⓞ
Issue of 1991 Series Bonds	3.01	8Ⓞ
Issue of 1995 Series Bonds	3.01	7Ⓞ
Issue of 1996 Series Bonds	3.01	10Ⓞ
Issue of 1992 Series Bonds	3.01	14Ⓞ
Issue of 1993 Series Bonds	3.01	14Ⓞ
Issue of 1994 Series Bonds	3.01	14Ⓞ
Issue of 2004 Series Bonds	3.01	7Ⓞ

ARTICLE IV

GENERAL PROVISIONS AS TO ISSUE OF ADDITIONAL BONDS

Principal Amount of Bonds Unlimited	4.01	46
Additional Bonds	4.02	46

	<u>SECTION No.</u>	<u>PAGE</u>
ARTICLE V		
AUTHENTICATION OF DELIVERY OF BONDS UPON THE BASIS OF PROPERTY ADDITIONS		
Issue of Bonds Against Net Amount of Property		
Additions	5.01	47
Change of Date	5.01	11①
Form of Certificate to be filed by Company pursuant to this Section	5.01	47
Trustee, upon compliance with Section 5.01, to authenticate and deliver bonds in aggregate principal amount not to exceed 60% of Net Amount of Property Additions	5.02	56
Merger of Nevada Natural Gas Pipe Line Co.	5.03	56
ARTICLE VI		
AUTHENTICATION AND DELIVERY OF BONDS UPON DEPOSITED CASH WITH TRUSTEE		
Trustee to authenticate and deliver additional Bonds upon deposit of cash and certain documents	6.01	57
Trustee to deliver Bonds in aggregate principal amount equal to amount of cash deposited pursuant to Section 6.01B	6.02	57
"Deposited Cash" defined; certain limitations specified ..	6.03	58
"Deposited Cash" defined; certain limitations specified ..	6.03	8②
ARTICLE VII		
AUTHENTICATION AND DELIVERY OF BONDS UPON RETIREMENT OF BONDS PREVIOUSLY ISSUED HEREUNDER		
Trustee to authenticate and deliver additional Bonds upon certain conditions	7.01	58
Certificate of Company to be filed pursuant to this Section	7.01	59

	<u>SECTION No.</u>	<u>PAGE</u>
Aggregate principal amount of Bonds to be Authenticated by Trustee upon compliance with this Section	7.02	62
Uncancelled Bonds delivered to Trustee as basis for issuance of additional bonds shall be cancelled	7.03	62

ARTICLE VIII

CERTAIN COVENANTS

Company lawfully seized and possessed of property described in Granting Clauses	8.01	62
Company will execute, acknowledge, deliver, file and/or record certain documents	8.02	63
Payment of principal of (and premium, if any) and interest on Bonds	8.03	63
Company will maintain paying agent in New York	8.04	64
Company will pay all taxes and assessments lawfully levied	8.05	65
Company will record Indenture and Supplemental Indentures, provide specified certificates at certain times, etc.	8.06	66
	8.06	110
Company will maintain Trust Estate in good repair; Engineer's Report	8.07	68
Company will adequately insure	8.08	72
Company to deposit certificate of compliance with provisions to Section 8.08 annually by May 1	8.09	73
Trustee may advance Trust Moneys held by it for certain purposes upon failure of Company to perform	8.10	74
Company will keep accurate books of record and account	8.11	74
Company will not dispense of Bonds for any purpose contrary to provisions of Indenture	8.12	78
Certain restrictions upon declarations of dividends, purchase and/or redemption of stock, distribution to stockholders and payment of certain professional fees	8.13	75

	<u>SECTION No.</u>	<u>PAGE</u>
Relating to 1993 Series Bonds	8.13	14 [Ⓞ]
Relating to 1994 Series Bonds	8.13	15 [Ⓞ]
Relating to 2004 Series Bonds	8.13	7 [Ⓞ]
Securities of any subsidiaries to be deposited with and pledged to Trustee	8.14	77
Company will not permit any subsidiary to transfer properties	8.15	77
Company will not permit subsidiary to create indebtedness	8.16	77
	8.16	11 [Ⓞ]
	8.16	8 [Ⓞ]
	8.16	7 [Ⓞ]
	8.16	11 [Ⓞ]
	8.16	15 [Ⓞ]
	3.16	15 [Ⓞ]
	8.16	15 [Ⓞ]
	8.16	8 [Ⓞ]
Company to complete initial construction program by certain date	8.17	78
Limitation on Funded Debt	8.18	79
	8.18	11 [Ⓞ]
	8.18	7 [Ⓞ]
	8.18	11 [Ⓞ]
	8.18	15 [Ⓞ]
	8.18	15 [Ⓞ]
	8.18	15 [Ⓞ]
	8.18	9 [Ⓞ]
Furnishing of Bondholders' Lists	8.19	12 [Ⓞ]
Furnishing of Periodic Information	8.20	12 [Ⓞ]
Appointment of Paying Agent	8.21	13 [Ⓞ]
Furnishing Certificates or Opinions	8.22	14 [Ⓞ]
Evidence of Compliance	8.23	16 [Ⓞ]
Statements to be included in Certificates or Opinions ...	8.24	17 [Ⓞ]
Restricted Investments	8.25	15 [Ⓞ]

	<u>SECTION No.</u>	<u>PAGE</u>
ARTICLE IX		
SINKING FUNDS; RENEWAL AND REPLACEMENT FUND		
Company to maintain Sinking Funds	9.01	80
Sinking Fund 1989 Series Bonds	9.01	80
Sinking Fund 1990 Series Bonds	9.01	180
Sinking Fund 1991 Series Bonds	9.01	90
Sinking Fund 1995 Series Bonds	9.01	70
Sinking Fund 1996 Series Bonds	9.01	110
Sinking Fund 1992 Series Bonds	9.01	150
Sinking Fund 1993 Series Bonds	9.01	180
Sinking Fund for 1994 Series Bonds	9.01	160
Sinking Fund for 2004 Series Bonds	9.01	90
Company to pay all unpaid interest on Bonds redeemed Trustee to make annual selection of Bonds for redemption	9.02	86
Trustee to hold Sinking Fund Moneys in Trust	9.03	87
Bonds and coupons redeemed through Sinking Fund to be cancelled and cremated	9.04	87
Renewal and Replacement Fund	9.05	88
Renewal and Replacement Fund amendment	9.06	88
Renewal and Replacement Fund amendment	9.06	90
Withdrawal of Cash Deposited Pursuant to §9.06	9.07	90
ARTICLE X		
REDEMPTION OF BONDS		
Company may reserve right to redeem and pay off Bonds before maturity	10.01	90
Procedure in case Company shall elect to redeem Bonds	10.02	91
Company to deposit certain things with Trustee prior to redemption	10.03	94
Redeemed Bonds to become due and payable on date fixed for redemption	10.04	95
Redemption Price of Bonds	10.05	95
Redemption Price of 1989 Series Bonds	10.05	90
Redemption Price of 1990 Series Bonds	10.05	190
Redemption Price of 1991 Series Bonds	10.05	100

	<u>SECTION No.</u>	<u>PAGE</u>
Redemption Price of 1995 Series Bonds	10.05	80
Redemption Price of 1996 Series Bonds	10.05	120
Redemption Price of 1992 Series Bonds	10.05	160
Redemption Price of 1993 Series Bonds	10.05	190
Redemption Price of 1994 Series Bonds	10.05	170
Redemption Price of 2004 Series Bonds	10.05	100
Redemption of Bonds for Sinking Fund	10.06	102

ARTICLE XI

**POSSESSION, USE AND RELEASE OF MORTGAGE
PROPERTY AND APPLICATION OF PROCEEDS THEREOF**

Certain powers of the Company with respect to the Trust Estate	11.01	102
Rights of Company to dispose of certain parts of Trust Estate	11.02	105
Certificate of Company with respect thereto	11.02	106
	11.02	110
	11.02	140
Procedure where part of Trust Estate is taken by eminent domain	11.03	111
Additional powers of Company to dispose of parts of Trust Estate	11.04	113
Company may do certain things with Trust Estate notwithstanding Event of Default upon written authorization of Trustee	11.05	13
Powers of Receiver over Trust Estate	11.06	114
Purchaser in good faith of property of Trust Estate not bound to ascertain authority of Trustee	11.07	114
Company to redeem Bonds in the event that Trust Estate is taken by exercise of power of eminent domain	11.08	114
Certain monies ("Trust Moneys") to be held by Trustee as part of the Trust Estate	11.09	115
Trust Moneys may be withdrawn on the basis of 100% of Gross Amount of Property Additions	11.10	116
Certain conditions applicable thereto	11.10	116

	<u>SECTION No.</u>	<u>PAGE</u>
Trust Moneys may be withdrawn on the basis of the retirement of Bonds	11.11	117
Trustee may apply Trust Moneys to the payment of the principal of Bonds upon redemption prior to maturity, etc., as Company shall determine	11.12	118
Company may do certain things in lieu of depositing cash with Trustee	11.13	120
Trust Moneys to be applied to the redemption of Bonds within three years after receipt thereof by Trustee, under certain conditions	11.14	120
Bonds and coupons delivered to the Trustee for Trust Moneys to be cancelled and cremated	11.15	121

ARTICLE XII

REMEDIES OF THE TRUSTEE AND BONDHOLDERS

Extended coupons or claims for interest not entitled to security of Indenture	12.01	121
Certain "Events of Default" defined and consequences stated	12.02	121
	12.02	11 [Ⓞ]
Trustee may take possession of Trust Estate in case of Events of Default	12.03	124
Trustee may sell Trust Estate and do other acts to protect bondholders in Event of Default	12.04	127
Duty of Trustee to act in the event of happening of default upon request of majority of Bondholders	12.05	128
Notice of Sale of Trust Estate	12.06	128
Power of Trustee to adjourn such sale	12.07	128
Trustee to execute and deliver good and sufficient deed upon completion of sale	12.08	128
Trust Estate to be sold in one parcel except upon written request of majority of Bondholders	12.09	129
Bonds to become due and payable upon sale of Trust Estate under this Article	12.10	130
Manner in which proceeds of sale under this Article to be applied specified	12.11	130

	<u>SECTION No.</u>	<u>PAGE</u>
Bondholder of Trustee may bid for and purchase Trust Estate	12.12	131
Trustee, upon commencing judicial proceedings to enforce any right under Indenture still entitled to exercise any and all other rights	12.13	131
Certain covenants of the Company in case of default in payment of interest or principal	12.14	132
	12.14	190
Rights of Bondholder to institute suit defined	12.15	134
	12.15	190
Remedies Cumulative	12.16	135
Rights and powers of Trustee not waived by delay or admission	12.17	135
Trustee may maintain and institute suits to prevent impairment of security	12.18	137
Whether Trustee succeeds or fails in legal action, rights under Indenture remain unimpaired	12.19	138
Holders of majority of principal amount of Bonds may direct method, time and place of conducting proceedings for sale of Trust Estate, etc.	12.20	138
Company will refrain from hindering the enforcement or foreclosure of this Indenture or sale of Trust Estate	12.21	138
No recourse under any obligation, covenant or agreement of this Indenture upon any incorporator, stockholder, officer or Director of Company	12.22	139
No Bonds held by Company entitled to share in distribution provided in this Article	12.23	140
In a suit for enforcement of rights, the Court may in its discretion require any party litigant to undertake to pay cost of suit and attorney fees, with certain exceptions	12.24	140
Notice of Defaults	12.25	200
Filing Proofs of Claim	12.26	210

	<u>SECTION No.</u>	<u>PAGE</u>
ARTICLE XIII		
SUPPLEMENTAL INDENTURES		
The Company may, subject to the restrictions of this Indenture execute Supplemental Indentures	13.01	140
Purposes for which Supplemental Indentures may be executed	13.01	141
	13.01	21 [Ⓞ]
Trustee authorized to join with Company in execution of Supplemental Indentures	13.02	143
The Company or Trustee may require Bondholder consenting to Supplemental Indenture to submit Bond for notation thereof	13.03	143
ARTICLE XIV		
MERGER, CONSOLIDATION AND SALE		
Consolidation; merger or sale permitted; provisions specified	14.01	144
Company not to lease its assets	14.02	145
In case of merger, etc., successor corporation to be substituted for Company, subject to specified limitations	14.03	145
ARTICLE XV		
CONCERNING THE TRUSTEES		
Acceptance of Trust by Trustees	15.01	147
Trustee undertakes, except in event of default, to exercise only certain duties specifically set forth in Indenture	15.01	147
	15.01	21 [Ⓞ]
Trustees may resign upon notice	15.02	151
In case of resignation of Trustee, Bondholders may appoint successors	15.03	152
	15.03	22 [Ⓞ]
If Trustee shall merge, successor corporation shall be Trustee	15.04	154

	SECTION No.	PAGE
Appointment of Co-Trustee or Successor Trustee	15.05	154
Disqualification of Trustee	15.06	23①
Preferential Collection of Claims	15.07	29①
Bondholders' Lists	15.08	34①
Reports by Trustee	15.09	36①
Bonds deemed not outstanding for certain determinations	15.10	38①

ARTICLE XVI

DISCHARGE OF MORTGAGE

Trustees to discharge Indenture on certain specified conditions	16.01	157
Unclaimed monies deposited with Trustee to provide for payment of Bonds or interest or revert to the Company after six years	16.02	159

ARTICLE II (Article Second)

Issuance of Bonds in One or More Series	2.1	
(See also Article II of Article First)		
1989 Series Bonds	2.1	11①
1990 Series Bonds	2.1	39①
1991 Series Bonds	2.1	11①
1995 Series Bonds	2.1	10①
1996 Series Bonds	2.1	15①
1992 Series Bonds	2.1	18①
1993 Series Bonds	2.1	21①
1994 Series Bonds	2.1	19①
2004 Series Bonds	2.1	12①
Form of Bonds	2.2	
Form of 1987 Series B Bonds	2.1	159
Form of 1989 Series Bonds	2.2	12①
Form of 1990 Series Bonds	2.2	40①
Form of 1991 Series Bonds	2.2	12①
Form of 1995 Series Bonds	2.2	11①
Form of 1996 Series Bonds	2.2	16①

	<u>SECTION No.</u>	<u>PAGE</u>
Form of 1992 Series Bonds	2.2	20③
Form of 1993 Series Bonds	2.2	22③
Form of 1994 Series Bonds	2.2	20③
Form of 2004 Series Bonds	2.2	13③

**ARTICLE III
(Article Third)**

MISCELLANEOUS

Company lawfully seized of property	3.1	167
Trustees responsibility	3.2	167
Terms	3.3	167
Ratification	3.4	168
Execution in counterparts	3.5	168
Testimonium	—	168
Signatures and Seals	—	168
		19③

Indenture, dated June 1, 1984 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, June 30, 1978, and September 30, 1979; 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 1, 1984:

<u>Series</u>	<u>Principal Amount Outstanding</u>
First Mortgage Bonds, 6% Series due 1985	\$ 81,000
First Mortgage Bonds, 5½% Series due 1987	\$ 2,136,000
First Mortgage Bonds, 5½% Series B due 1987	\$ 3,640,000
First Mortgage Bonds, 4.85% Series due 1989	\$ 2,542,000
First Mortgage Bonds, 4⅞% Series due 1990	\$ 3,161,000
First Mortgage Bonds, 6¾% Series due 1991	\$ 4,329,000
First Mortgage Bonds, 9⅛% Series due 1995	\$ 5,760,000
First Mortgage Bonds, 8⅞% Series due 1996	\$ 3,775,000
First Mortgage Bonds, 8¼% Series due 1992	\$ 3,100,000
First Mortgage Bonds, 9¾% Series due 1993	\$ 9,100,000
First Mortgage Bonds, 10½% Series due 1994	\$33,425,000

; 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 twentieth series of Bonds to be known as "First Mortgage Bonds, 13.5% Series due 2004" (herein sometimes called "2004 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 those described in Exhibit A annexed hereto and by this reference incorporated herein.

II

FEE LANDS

The real property owned by the Company in fee, more particularly described in Exhibit A.

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

SECTION 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:

SECTION 1.01 The following be and it hereby is added immediately after the definition of the term "1994 Series Bond" in §1.01, as heretofore amended:

"The term '2004 Series Bond' shall mean one of the First Mortgage Bonds, 13.5% Series due 2004, issued hereunder."

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

"; 'Eighteenth Supplemental Indenture' shall mean the Eighteenth Supplemental Indenture dated June 1, 1984, supplemental to the Indenture."

SECTION 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 Eighteenth Supplemental Indenture, and upon delivery to the Trustee at any time or from time to time thereafter of all or any part of Twenty Million Dollars (\$20,000,000) principal amount of 2004 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."

SECTION 8.13 The following paragraphs be and they hereby are 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 2004 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, 1983, 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, 1983 to and including the date of the making of the Stock Payment in question, taken as one accounting period, plus \$10,000,000."

"So long as any 2004 Series Bonds are outstanding, the Company may credit against Stock Payments of the character of purchases, redemptions and retirements of stock of the Company the excess of (a) the net cash consideration received upon the sale subsequent to December 31, 1983, of additional common stock of the Company over (b) \$390,000, and in the case of exchanges of common stock of the Company solely for other common stock of the Company, the stock retired through exchanges need not be considered a Stock Payment."

SECTION 8.16 The following paragraph be and it hereby is added to §8.16 of the Indenture as heretofore amended immediately after subparagraph (3) thereof:

"So long as any 2004 Series Bonds shall be outstanding,

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

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

(b) Any indebtedness whatsoever, provided that the Company or any Subsidiary (i) shall not be obligated under such indebtedness as debtor, guarantor or otherwise or (ii) shall not be obligated under any so-called 'take-or-pay' agreement or other agreement with the particular subsidiary, under which payment for goods or services is to be made to such subsidiary whether or not such goods or services are furnished.

(2) The Company will not permit:

(a) The aggregate of its investments in the capital stock of Subsidiaries to exceed 25% 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 of the preceding fiscal year end; and

(b) The sum of aggregate investments in and loans or advances to Subsidiaries to exceed 50% of 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 same basis as described above.

For purposes of this subparagraph (2), investments in the capital stock of Subsidiaries engaged in gas-related businesses shall be excluded."

SECTION 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 2004 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."

SECTION 9.01 The following Clause T be and it hereby is added to § 9.01, immediately after the tabulation of sinking fund payments and dates for the 1994 Series Bonds:

"T. The Company will maintain a Sinking Fund (herein called the 'Sinking Fund for the 2004 Series Bonds') to be applied as hereinafter provided for the 2004 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 (herein called the 'Sinking Fund Payment Date') the amount of cash (herein called the 'Fixed Sinking Fund Payment' in

respect of the 2004 Series Bonds) necessary to redeem the principal amount of the 2004 Series Bonds set opposite such dates:

<u>Annual Dates</u>	<u>Principal Amount of Bonds to be Redeemed on the Respective Annual Dates</u>
June 1 in each year commencing June 1, 1990 and ending June 1, 2003.....	\$1,333,000
June 1, 2004.....	\$1,338,000

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% of the amount of such Fixed Sinking Fund Payment; 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 \$5,000,000, or 25% of the original principal amount of the 2004 Series Bonds. 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 (45) 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."

SECTION 10.05. The following Clause T be and it hereby is added to § 10.05 immediately after the Clause S thereof:

"T. The 2004 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, or in any part at any time after June 1, 1991, 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, if any, on the principal amount of the Bonds so to be redeemed to the date fixed for redemption:

<u>If redeemed following June 1 in the year</u>	<u>Redemption Price</u>
1991.....	109.237%
1992.....	108.526
1993.....	107.816
1994.....	107.105
1995.....	106.395
1996.....	105.684
1997.....	104.974
1998.....	104.263
1999.....	103.553
2000.....	102.842
2001.....	102.132
2002.....	101.421
2003.....	100.710
2004.....	100.000

The term 'premium' as used in this 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 2004 Series Bonds shall be made at the option of the Company prior to June 1, 1994, as a part of or in anticipation of any refunding operation by the application directly or indirectly of the proceeds of: (i) borrowed funds having an interest rate or cost to the Company lower than the interest rate specified in the title of the 2004 Series Bonds or sinking fund preferred stock having a lower dividend yield than the interest rate specified in the title of the 2004 Series Bonds or (ii) borrowings or sinking fund preferred stock having a weighted average life to maturity less than the weighted average life to maturity of the 2004 Series Bonds (all calculations made pursuant to this paragraph to be made in accordance with accepted financial practice)."

SECTION 12.02 The following subparagraph (h) be and it hereby is added to § 12.02 immediately after subparagraph (g) thereof:

"or (h) so long as any 2004 Series Bonds remain outstanding, any default shall be made in the observance or performance of the covenants of any other Funded Debt then outstanding in a principal amount exceeding \$5,000,000, which could cause it to become due prior to its stated maturity."

ARTICLE SECOND

2004 SERIES BONDS

SECTION 2.1. There shall be a twentieth series of Bonds, known as and entitled "First Mortgage Bonds, 13.5% Series due 2004" (herein called the "2004 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 2004 Series Bonds which may be authenticated and delivered and outstanding under the Indenture is Twenty Million Dollars (\$20,000,000). No additional 2004 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 2004 Series Bonds.

The 2004 Series Bonds shall bear interest at the rate per annum specified in the title of the 2004 Series Bonds and shall mature June 1, 2004. All computations of daily interest in cases of proration shall be calculated on the basis of a year of 365 days.

The 2004 Series Bonds shall be registered Bonds without coupons of the denominations of One Thousand Dollars (\$1,000) and any whole multiple thereof. The 2004 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 first days of June and December in each year. Both the principal of and the interest on the 2004 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 2004 Series Bonds shall be subject to redemption at the option of the Company in the manner provided in § 10.05 of the Indenture.

The 2004 Series Bonds shall be numbered from SS-1 upward.

2004 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; provided, any redemption of any of the 2004 Series Bonds shall comply with the provisions of Article X of the Indenture.

2004 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.

SECTION 2.2. The 2004 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 2004 SERIES BONDS]

SOUTHWEST GAS CORPORATION
First Mortgage Bond, 13.5% Series Due 2004
Due June 1, 2004

\$ _____ 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 June 1, 2004, 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 first day of June and the first 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 365 days. 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,

BOOK 1 23 PAGE 1 64

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 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 (hereinafter referred to as the "2004 Series Bonds") described in the Indenture and designated therein as specified in the title of this Bond.

As provided in the Indenture, the 2004 Series Bonds are subject to redemption prior to maturity, at the option of the Company, either as a whole or in any part at any time after June 1, 1991, or 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 T of the Indenture]

No redemption of the 2004 Series Bonds shall be made at the option of the Company prior to June 1, 1994, as a part of or in anticipation of any refunding operation by the application directly or indirectly of the proceeds of: (i) borrowed funds having an interest rate or cost to the Company lower than the interest rate specified in the title of the 2004 Series Bonds or sinking fund preferred stock having a lower dividend yield than the interest rate specified in the title of the 2004 Series Bonds or (ii) borrowings or sinking fund preferred stock having a weighted average life to maturity less than the weighted average life to maturity of the 2004 Series Bonds (all calculations made pursuant to this paragraph to be made in accordance with accepted financial practice)."

As provided in the Indenture, the 2004 Series Bonds are entitled to the benefits of the Sinking Fund for the 2004 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 written consent of the holders of at least sixty-six and two-thirds percent (66 2/3%) 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 percent (66 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 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.

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, June 8, 1984.

SOUTHWEST GAS CORPORATION

By _____
Vice 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

ARTICLE THIRD

MISCELLANEOUS

SECTION 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.

SECTION 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.

SECTION 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.

SECTION 3.1. 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.

SECTION 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 [Signature]
Vice President

ATTEST: [Signature]
Secretary

BANK OF AMERICA NATIONAL TRUST AND SAVINGS ASSOCIATION,

By [Signature]
Assistant Vice President

ATTEST: [Signature]
Trust Officer

[Signature]
D. C. EASTERDAY

IN WITNESS WHEREOF

BOOK | 23 PAGE | 70

EXHIBIT A**I. Pipelines****Southern Nevada Division
20" O.D. Pipeline on Sandhill Road From
Tropicana Avenue to Russell Road**

Beginning at a point in Section 30, Township 21 South, Range 62 East, M.D.B.&M., Clark County, Nevada, said point being near the north quarter corner of said Section 30 and located in Sandhill Road at the intersection with Tropicana Avenue; thence in a southerly direction within Sandhill Road crossing Reno Avenue, Casey Street, Hacienda Avenue, Eoca Circle Way, Mesa Vista Way, Rawhide Street, Lorraine Lane, Cröllin Circle, Nicole Street to a point on Sandhill Road and Russell Road into Section 31, same Township and Range, said point being near the north quarter corner of said Section 31; a total distance of 5,439 feet.

**10 $\frac{3}{4}$ " O.D. Pipeline on Hollywood Boulevard From
Lake Mead Boulevard to Carey Avenue**

Beginning at a point in Section 23, Township 20 South, Range 62 East, M.D.B.&M., Clark County, Nevada, said point being located in Hollywood Boulevard near the intersection with Lake Mead Boulevard at approximately the west quarter corner of said Section 23; thence in a northerly direction in Hollywood Boulevard crossing Golaron Avenue, Fallona Avenue, Legalla Lane, Tiffolla Lane to a point in Carey Avenue in Section 14, said Township and Range, said point being near the southwest corner of said Section 14; a total distance of 2,510 feet.

**10 $\frac{3}{4}$ " O.D. Pipeline on Jones Boulevard From
Charleston Boulevard to Edna Avenue**

Beginning at a point in Section 12, Township 21 South, Range 60 East, M.D.B.&M., Clark County, Nevada, said point being near the west quarter corner of said Section 12 and located in Jones Boulevard near Edna Avenue; thence in a northerly direction within Jones Boulevard crossing Tara Avenue, Eldora Avenue, Laredo Avenue to a point crossing Sahara Avenue; continuing thence in a northerly direction in Section 1 near the southwest corner of said Section 1 crossing O'Bannon Street, El Parque Street, Oakey Avenue to a point where the Del Rey Avenue intersects Jones Boulevard; continuing thence in a northeasterly direction crossing Transverse Drive to

a point near Charleston Boulevard intersect said point is also near the north section line of said Section 1; a total distance of 8,147 feet.

**2" Axial Flow Regulator Station at Tropicana Avenue
and Valley View Boulevard**

Located near the northwest corner of Section 29, Township 21 South, Range 61 East, M.D.B.&M., Clark County, Nevada, more particularly described as being situated on the southerly side of Tropicana Avenue approximately four hundred ten (410) feet east of the west boundary of said Section 29, the west boundary of said Section 29 being the centerline of Valley View Boulevard.

Davis Dam Compressor Site

Beginning at a point in Section 13, Township 32 South, Range 64 East, M.D.B.&M., Clark County, Nevada, said point bears South $31^{\circ}12'09''$ West, a distance of 2,449.88 feet from the northeast corner of said Section 13; thence South $19^{\circ}15'40''$ East a distance of 208.71 feet; thence North $70^{\circ}09'20''$ East a distance of 208.71 feet; thence North $19^{\circ}15'40''$ West a distance of 208.71 feet; thence South $70^{\circ}09'20''$ West a distance of 208.71 feet to the point of ending, containing 1.00 acre, more or less.

Northern Nevada Division

**$12\frac{3}{4}''$ O.D. Loop Pipeline From Reno City Gate No. 1
To Reno City Gate No. 2**

Beginning at a point in Section 36, Township 20 North, Range 19 East, M.D.B.&M., Washoe County, Nevada, said point being located at the Reno City Gate No. 1 and approximately five (5) feet southerly of the $12\frac{3}{4}''$ O.D. Reno Main Pipeline; thence in a northeasterly direction, parallel to the Reno Main Pipeline, to a point on the north boundary of said Section 36, said point being near the north quarter corner of said Section 36; continuing thence in a northeasterly direction in Section 25, parallel to the Reno Main Pipeline, to a point near the northwest corner of the southwest quarter of the southeast quarter of said Section 25 where the loop pipeline crosses the Reno Main Pipeline to a point that is five (5) feet north of said Reno Main Pipeline; continuing thence in an easterly direction crossing said Section 25 to a point on the west line of Section 30, Township 20 North, Range 20 East, M.D.B.&M., near the south sixteenth corner of said Section 30; continuing thence in an easterly direction to a point near the northwest corner of the

southeast quarter of the southeast quarter of said Section 30; continuing thence in a northeasterly direction crossing said Section 30 to a point on the west line of Section 29, same Township and Range; continuing thence in a northeasterly and easterly direction across said Section 29 to a point on the west boundary of Section 28, same Township and Range, to a point that is near the west quarter of said Section 28; continuing thence in an easterly direction across said Section 28 to a point on the west boundary of Section 27, same Township and Range, near the west quarter corner of said Section 27; continuing thence in an easterly direction into said Section 27, to a point near the mid-point of said Section 27, said point being the location of the Reno City Gate No. 2, more particularly described under Parcel 1 of Deed recorded under Filing No. 312336, Washoe County, Nevada; a total distance of 24,613 feet.

12¾" O.D. Loop Pipeline on the Carson Lateral From
M.P. 15.97 to M.P. 31.944

Beginning at a point in Section 7, Township 18 North, Range 25 East, M.D.B.&M., Lyon County, Nevada, said point being approximately ten (10) feet southeasterly of the 10¾" O.D. pipeline Carson Lateral; thence in a southerly direction parallel to the Carson Lateral crossing said Section 7, Section 12 and 13, Township 18 North, Range 24 East, M.D.B.&M., to a point near the quarter section corner of said Section 13, same Township and Range and Section 18, Township 18 North, Range 25 East, M.D.B.&M., continuing thence in a southerly direction crossing Sections 18 and 19 to a point in the U.S. Highway No. 50 where the pipeline crosses the section line of said Section 19, same Township and Range and Section 24, Township 18 North, Range 24 East, M.D.B.&M., continuing thence in a southwesterly direction, ten (10) feet southerly of the 10¾" O.D. pipeline Carson Lateral and located within U.S. Highway No. 50 crossing Sections 24, 23, 26, 27, 28, 33, 32 and 31, same Township and Range to a point on the section line of said Section 31, same Township and Range and Section 6, Township 17 North, Range 24 East, M.D.B.&M.; continuing thence in the same southwesterly direction, parallel to the 10¾" O.D. pipeline Carson Lateral, crossing said Section 6 to a point crossing the section line of said Section 6 and Section 1, Township 17 North, Range 23 East, M.D.B.&M.; continuing thence in a southwesterly direction crossing said Sections 1, 2, 11, 10, 9, 8, 17 and 18, same Township and Range, to a point on the section line between said Section 18 and Section 13, Township 17 North, Range 22 East, M.D.B.&M.; continuing thence in the

same southwesterly crossing said Sections 13, 24 and 23 to the point of ending; a total distance of 84,868 feet.

CP National Regulator Station and Sales Meter
Stateline, Nevada

Located in the northeast quarter of Section 27, Township 13 North, Range 18 East, M.D.B.&M., Douglas County, Nevada, more particularly described as being on a parcel of land, ten (10) feet wide and sixty (60) feet long, adjacent to the southeasterly side of U.S. Highway No. 50 approximately eight hundred sixty (860) feet northeast of centerline of the Loop Road crossing said U.S. Highway No. 50, said regulator station and meter station occupy an Occupancy Agreement that is recorded in Book 979, Page 1508, Instrument No. 36811 of official records of Douglas County, Nevada.

Southern California Division
8 $\frac{5}{8}$ " O.D. Pipeline Big Bear "B" Lateral

Beginning at a point in Section 10, Township 3 North, Range 1 East, S.B.B.&M., San Bernardino County, California, said point being the connection to Pacific Gas and Electric Company's pipeline near the California State Road No. 18; thence in a southeasterly direction along said California State Road No. 18, crossing said Sections 10, 11, 14, 13 and 24, said Township and Range, to a point on the west line of Section 19, Township 3 North, Range 2 East, S.B.B.&M.; continuing thence in a southeasterly direction crossing Sections 19 and 30 to a point nearing the mid-point of Section 30; continuing thence in a southerly and westerly direction after leaving said California State Road No. 18 crossing said Sections 30 and 31, to a point on the east line of Section 36, Township 3 North, Range 1 East, S.B.B.&M.; continuing thence in a southerly direction crossing a portion of said Section 36 to the west line of Section 31, Township 3 North, Range 2 East, S.B.B.&M.; continuing thence in a southeasterly direction crossing Section 31, to a point on the north line of Section 6, Township 2 North, Range 2 East, S.B.B.&M.; continuing thence in a southeasterly direction along Baldwin Lake Road crossing Sections 6, 5 and 8 to a point on the north line of Section 17, same Township and Range; continuing thence in a southerly and westerly direction crossing Sections 17 and 18 to a point of ending, said point being on Lot 16, Block 235, Tract 3196, as recorded the in San Bernardino County Courthouse; a total distance of 60,422 feet.

85 $\frac{5}{8}$ " O.D. Pipeline on Central Road From Quarry Road
to Thunderbird Road

Beginning at a point in Section 14, Township 6 North, Range 3 West, S.B.B.&M., San Bernardino County, California, near the northwest corner of said Section 14, said point being in Central Road at the intersection with Quarry Road approximately twenty (20) feet east of the west line of said Section 14; thence in a southerly direction crossing said Section 14, within Central Road, to a point on the north boundary of Section 23, said Township and Range; continuing thence in a southerly direction crossing said Section 23 to a point on the north boundary of Section 26, same Township and Range; continuing thence in a southerly direction into said Section 26 crossing Las Padres Road, Dunsmuir Street, Alfadena Street, Earlimar Street and Gustine Street to a point on the north boundary of Section 35, same Township and Range; continuing thence in a southerly direction along Central Road into said Section 35 crossing Corwin Road, Dexter Lane and Papago Road to a point on the north boundary of Section 2, Township 5 North, Range 3 West, S.B.B.&M., said point being the centerline of intersection Waalew Road and Central Road; continuing thence in a southerly direction on Central Road into said Section 2 crossing Walpi Road and Tocaloma Road to a point on the north boundary of Section 11, same Township and Range; continuing thence in a southerly direction along Central Road into said Section 11 crossing Los Olivos Lane, Zuni Road and Flint Road to a point near the southwest corner of said Section 11, said point being at the intersection of Central Road and Thunderbird Road; a total distance of 31,476 feet.

85 $\frac{5}{8}$ " O.D. Pipeline on Sequoia Road and Bear Valley Road
From Bornite Avenue to Tamarisk Avenue

Beginning at a point in Section 33, Township 5 North, Range 4 West, S.B.B.&M., San Bernardino County, California, said point being approximately fifteen (15) feet north and six hundred fifty (650) feet west of the southeast corner of said Section 33, also said point being at the intersection of Bear Valley Road and Bornite Avenue; thence in a southerly direction along Bornite Avenue on the easterly side to a point on the north boundary of Section 4, Township 4 North, Range 4 West; continuing thence in a southerly direction into said Section 4 along Bornite Avenue to a point that is the intersection of Bornite Avenue and Sequoia Road; continuing in an easterly direction on the north side of Sequoia Road in said Section 4 to a

point on the west line of Section 3, said Township and Range; continuing thence in an easterly direction along Sequoia Road into said Section 3 to a point in the intersection of Sequoia Road and Apatite Street; continuing thence in a northerly direction on the easterly side of Apatite Street to a point on the south line of Section 34, Township 5 North, Range 4 West; said point being the centerline of Bear Valley Road; continuing thence in an easterly direction north of Bear Valley Road to a point on the west line of Section 35, same Township and Range; continuing thence in an easterly direction along Bear Valley Road into Section 35 to a point of intersection of Bear Valley Road and Tamarisk Avenue near the southeast corner of the southwest quarter of the southwest quarter of said Section 35; said point being the ending; a total distance of 8,620 feet.

II. Fee Lands

Northern Nevada Division

Incline Village

Lot Forty-three (43), Cedarcrest Subdivision, Tract Map #1671NA, Document No. 483335, as amended by Document No. 525292, Official Records of Washoe County, Nevada (also known as 916 Harold Drive)

Southern California Division

Big Bear Business Office Site

Parcel #1: Parcel One (1) of Parcel Map No. 7396, Big Bear Lake, Book 72, Page 63, Official Records of San Bernardino County, California

Parcel #2: Lots 43, 44, 45, 46 and 47, Tract 1746, Book 25, Page 48, Official Records of San Bernardino County, California

Arizona Division

Tucson

Lot Twenty-nine (29), Rio Cancion Estates, in Book 25, Page 80, Official Records of Pima County, Arizona (also known as 3825 North Calle Perdiz)

Green Valley

Lot Forty-five (45), Green Valley Vista Subdivision, in Book 18, Page 16, Official Records of Pima County, Arizona (also known as 5 West Indio)

STATE OF NEVADA
COUNTY OF CLARK

} ss.:

On this 12th day of June, 1984, personally appeared before me, a Notary Public, in and for said County, Michael O. Maffie and Robert M. Dagg, known to me to be the Vice President/Finance and Treasurer, and Secretary, respectively, of Southwest Gas Corporation, who acknowledged that they executed the above instrument on behalf of said corporation.

Helen E. Thayer

Notary Public in and for
said County and State

My Commission expires

January 19, 1987



Notary Public - State of Nevada
COUNTY OF CLARK

Helen E. Thayer

My Appointment Expires Jan. 19, 1987

BOOK | 23 PAGE | 77

L.

STATE OF CALIFORNIA
COUNTY OF LOS ANGELES

} ss.: [Signature]

On this 4th day of June, 1984, before the undersigned, a Notary Public in and for the said County and State, residing therein, duly commissioned and sworn, personally appeared QUEDA and M LEE known to me or proved to me on the basis of satisfactory evidence 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 bylaws 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.

Annette Soderholm

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

My Commission expires



STATE OF CALIFORNIA
COUNTY OF LOS ANGELES

} ss.: [Signature]

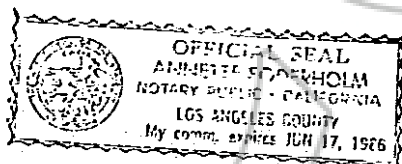
On this 4th day of June, 1984, before the undersigned, a Notary Public in and for the said County and State, residing therein, duly commissioned and sworn, personally appeared D. C. EASTERDAY, known to me or proved to me on the basis of satisfactory evidence to be the person described in and who executed 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.

Annette Soderholm

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

My Commission expires



RECORDED AT REQUEST OF
Ticor Title Insurance
BOOK 123 PAGE 136

84 JUN 6 A 8:41

OFFICIAL RECORDS
EUREKA COUNTY, NEVADA
M.N. REBALEATI, RECORDER
FILE NO. 93465
FEE \$ 48.00

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BOOK | 23 PAGE | 79