# UNITED STATES SECURITIES AND EXCHANGE COMMISSION

WASHINGTON, D.C. 20549

### FORM 8-K

# CURRENT REPORT Pursuant to Section 13 or 15(d) of the Securities Exchange Act of 1934

Date of Report (Date of earliest event reported): March 11, 2022

| Exact Name of Registrants as  Commission Specified in their Charters, Address File Number and Telephone Number |   | State of Incorporation        | I.R.S. Employer<br>Identification<br>Nos. | Former name or former<br>address, if changed<br>since last report |
|--|---|-------------------------------|---|---|
| 1-14201  | SEMPRA ENERGY<br>488 8th Avenue<br>San Diego, California 92101<br>(619) 696-2000  | California                    | 33-0732627                                | No change   |
| 1-03779  | SAN DIEGO GAS & ELECTRIC COMPANY<br>8326 Century Park Court<br>San Diego, California 92123<br>(619) 696-2000  | California                    | 95-1184800                                | No change   |
|  | appropriate box below if the Form 8-K filing is intended to simultaneously satisf provisions:   | —<br>Sy the filing obligation | n of the registran                        | ts under any of the   |
| □ Writ   | tten communications pursuant to Rule 425 under the Securities Act (17 CFR 230.  | 425)                          |   |   |
| □ Soli   | citing material pursuant to Rule 14a-12 under the Exchange Act (17 CFR 240.14a  | a-12)                         |   |   |
| □ Pre-   | commencement communications pursuant to Rule 14d-2(b) under the Exchange  | Act (17 CFR 240.14d           | -2(b))                                    |   |
| □ Pre-   | commencement communications pursuant to Rule 13e-4(c) under the Exchange  | Act (17 CFR 240.13e-          | -4(c))                                    |   |
| SECURIT  | TES REGISTERED PURSUANT TO SECTION 12(b) OF THE ACT:  |                               |   |   |
|  | Title of Each Class   |                               | rading<br>ymbol                           | Name of Each Exchange<br>on Which Registered                      |
| -  | Energy:<br>Ora Energy Common Stock, without par value<br>Ora Energy 5.75% Junior Subordinated Notes Due 2079, \$25 par value  |                               | SRE<br>REA                                | NYSE<br>NYSE  |
| San Diego<br>None  | o Gas & Electric Company:   |                               |   |   |
|  | y check mark whether the registrant is an emerging growth company as defined in 2 of the Securities Exchange Act of 1934 (17 CFR 240.12b-2).                        | n Rule 405 of the Sec         | urities Act of 19                         | 33 (17 CFR 230.405) or  |
| 0  |   |                               |   | Emerging growth company   |
| -  | ora Energy<br>Diego Gas & Electric Company  |                               |   |   |
|  | ging growth company, indicate by check mark if the registrant has elected not to vised financial accounting standards provided pursuant to Section 13(a) of the Exc |                               | sition period for                         | complying with any  |
| -  | ora Energy<br>Diego Gas & Electric Company  |                               |   |   |

#### Item 8.01 Other Events.

On March 11, 2022, San Diego Gas & Electric Company (the "Company"), an indirect subsidiary of Sempra Energy, closed its previously announced public offering and sale of \$500,000,000 aggregate principal amount of its 3.000% First Mortgage Bonds, Series XXX, due 2032 (the "Series XXX Bonds") and \$500,000,000 aggregate principal amount of its 3.700% First Mortgage Bonds, Series YYY, due 2052 (the "Series YYY Bonds") with proceeds to the Company (after deducting the underwriting discount but before deducting the Company's other offering expenses estimated at approximately \$1,800,000) of (i) 99.067% of the aggregate principal amount of the Series XXX Bonds, and (ii) 98.568% of the aggregate principal amount of the Series YYY Bonds. The sale of the Series XXX Bonds and Series YYY Bonds was registered under the Company's Registration Statement on Form S-3 (File No. 333-239178).

The Series XXX Bonds were issued pursuant to the Seventy-Second Supplemental Indenture, dated as of March 11, 2022, which is filed herewith as Exhibit 4.1. The Series XXX Bonds will mature on March 15, 2032. The Series XXX Bonds will bear interest at the rate of 3.000% per annum. Interest on the Series XXX Bonds will accrue from March 11, 2022 and is payable semiannually in arrears on March 15 and September 15 of each year, beginning on September 15, 2022. The Series XXX Bonds will be redeemable prior to maturity at the redemption prices and under the circumstances described in the form of Series XXX Bond, which form is included in Exhibit 4.1 hereto.

The Series YYY Bonds were issued pursuant to the Seventy-Third Supplemental Indenture, dated as of March 11, 2022, which is filed herewith as Exhibit 4.2. The Series YYY Bonds will mature on March 15, 2052. The Series YYY Bonds will bear interest at the rate of 3.700% per annum. Interest on the Series YYY Bonds will accrue from March 11, 2022 and is payable semiannually in arrears on March 15 and September 15 of each year, beginning on September 15, 2022. The Series YYY Bonds will be redeemable prior to maturity at the redemption prices and under the circumstances described in the form of Series YYY Bond, which form is included in Exhibit 4.2 hereto.

The foregoing descriptions of some of the terms of the Series XXX Bonds and Series YYY Bonds are not complete and are qualified in their entirety by the form of Series XXX Bond and the Seventy-Second Supplemental Indenture and the form of Series YYY Bond and the Seventy-Third Supplemental Indenture, which are filed as exhibits herewith and are incorporated herein by reference. Further information regarding the sale of the Series XXX Bonds and Series YYY Bonds is contained in the Underwriting Agreement, dated March 7, 2022, which was filed as Exhibit 1.1 to the Company's Current Report on Form 8-K filed with the U.S. Securities and Exchange Commission on March 8, 2022.

### Item 9.01 Financial Statements and Exhibits.

(d) Exhibits

| Exhibit<br>Number | Description of Exhibit   |
|-------------------|--|
| 4.1               | Seventy-Second Supplemental Indenture, dated as of March 11, 2022.                       |
| 4.2               | Seventy-Third Supplemental Indenture, dated as of March 11, 2022.                        |
| 4.3               | Form of Series XXX Bond (Included in Exhibit 4.1 hereto).                                |
| 4.4               | Form of Series YYY Bond (Included in Exhibit 4.2 hereto).                                |
| 5.1               | Opinion of Latham & Watkins LLP.   |
| 23.1              | Consent of Latham & Watkins LLP (contained in the opinion filed as Exhibit 5.1 hereto).  |
| 104               | Cover Page Interactive Data File (formatted as Inline XBRL and contained in Exhibit 101) |

### **SIGNATURE**

Pursuant to the requirements of the Securities Exchange Act of 1934, the registrants have duly caused this report to be signed on their behalf by the undersigned hereunto duly authorized.

Date: March 11, 2022 SEMPRA ENERGY

By: /s/ Peter R. Wall

Peter R. Wall

Senior Vice President, Controller and Chief Accounting Officer

Date: March 11, 2022 SAN DIEGO GAS & ELECTRIC COMPANY

By: /s/ Valerie A. Bille

Valerie A. Bille

Vice President, Chief Accounting Officer, Controller and Treasurer

RECORDING REQUESTED BY
AND WHEN RECORDED MAIL TO:
U.S. BANK NATIONAL ASSOCIATION
633 W. FIFTH STREET, 24th FLOOR
LOS ANGELES, CA 90071
ATTN: GLOBAL CORPORATE TRUST

Index as a UCC Filing and an Indenture
This is a Security Agreement and a Mortgage of Chattels
as well as a Mortgage of Real Estate and Other Property

SEVENTY-SECOND SUPPLEMENTAL INDENTURE

**FROM** 

SAN DIEGO GAS & ELECTRIC COMPANY

TO

U.S. BANK NATIONAL ASSOCIATION, as Trustee

\*\*\*\*\*\*

Dated as of March 11, 2022

# THIS SEVENTY-SECOND SUPPLEMENTAL INDENTURE IS A SECURITY AGREEMENT AND A MORTGAGE OF CHATTELS AS WELL AS A MORTGAGE OF REAL ESTATE AND OTHER PROPERTY

THIS SEVENTY-SECOND SUPPLEMENTAL INDENTURE, dated as of March 11, 2022, by and between SAN DIEGO GAS & ELECTRIC COMPANY, a corporation duly organized and existing under and by virtue of the laws of the State of California, having its principal office in that State in the City of San Diego (the "Company"), and U.S. BANK NATIONAL ASSOCIATION, a banking association duly organized under an act known as the "National Bank Act," of the United States of America, having a corporate trust office in the City of Los Angeles, State of California, as Trustee (the "Trustee").

WHEREAS, the Company executed and delivered a Mortgage and Deed of Trust (the "Original Indenture"), dated July 1, 1940, to The Bank of California, National Association, as predecessor trustee to Bankers Trust Company of California, National Association, as predecessor trustee to First Trust of California, National Association, (subsequently renamed U.S. Bank Trust National Association) as predecessor trustee to the Trustee, to secure payment of the principal of and the interest on all bonds of the Company at any time outstanding thereunder according to their tenor and effect, and to provide the terms and provisions with respect to its First Mortgage Bonds, 3 3/8% Series due July 1, 1970, issued in the aggregate principal amount of \$16,000,000 and heretofore retired; and

WHEREAS, the Company executed and delivered to the then current trustee, a First Supplemental Indenture dated as of December 1, 1946, a Second Supplemental Indenture dated as of March 1, 1948, a Third Supplemental Indenture dated as of April 1, 1952, a Fourth Supplemental Indenture dated as of April 1, 1954, a Fifth Supplemental Indenture dated as of October 1, 1955, a Sixth Supplemental Indenture dated as of October 1, 1957, a Seventh Supplemental Indenture dated as of October 1, 1960, an Eighth Supplemental Indenture dated as of March 1, 1967, a Tenth Supplemental Indenture dated as of December 1, 1968, an Eleventh Supplemental Indenture dated as of February 1, 1970, a Twelfth Supplemental Indenture dated as of September 1, 1971, a Thirteenth Supplemental Indenture dated as of January 15, 1974, a Fourteenth Supplemental Indenture dated as of December 15, 1974, a Fifteenth Supplemental Indenture dated as of May 1, 1975, a Seventeenth Supplemental Indenture dated as of July 15, 1976, an Eighteenth Supplemental Indenture dated as of March 15, 1977, a Nineteenth Supplemental Indenture dated as of May 1, 1978, a Twentieth Supplemental Indenture dated as of March 15, 1980, a Twenty-First Supplemental Indenture dated as of August 1, 1980, a Twenty-Second Supplemental Indenture dated as of July 15, 1981, a Twenty-Third Supplemental Indenture dated as of January 15, 1982, a Twenty-Fourth Supplemental Indenture dated as of August 16, 1982, a Twenty-Fifth Supplemental Indenture dated as of August 16, 1982, a Twenty-Sixth Supplemental Indenture dated as of August 16, 1982, a Twenty-Seventh Supplemental Indenture dated as of June 1, 1983, a Twenty-Eighth Supplemental Indenture dated as of July 15, 1983, a Twenty-Ninth Supplemental Indenture dated as of September 1, 1983, a Thirty-First Supplemental Indenture dated as of May 1, 1984, a Thirty-Second Supplemental Indenture dated as of December 1, 1984, a Thirty-Third Supplemental Indenture dated as of September 1, 1985, a Thirty-Fourth Supplemental Indenture dated as of December 1, 1985, a Thirty-Fifth Supplemental Indenture dated as of July 1, 1986, a Thirty-Sixth Supplemental Indenture dated as of December 1, 1986, a Thirty-Seventh Supplemental Indenture dated as of September 1, 1987, a Thirty-Eighth Supplemental Indenture dated as of April 15, 1990, a Thirty-Ninth Supplemental Indenture dated as of December 1, 1991, a Fortieth Supplemental Indenture dated as of April 1, 1992, a Forty-First Supplemental Indenture dated as of June 15, 1992, a Forty-Second Supplemental Indenture dated as of September 1, 1992, a Forty-Third Supplemental Indenture dated as of December 1, 1992, a Forty-Fourth Supplemental Indenture dated as of April 1, 1993, a Forty-Fifth Supplemental Indenture dated as of June 1, 1993, a Forty-Sixth Supplemental Indenture dated as of July 1, 1993, a Forty-Seventh Supplemental Indenture dated as of June 1, 1995, a Forty-Eighth Supplemental Indenture dated as of June 1, 1995, a Forty-Ninth Supplemental Indenture dated as of June 1, 2004, a Fiftieth Supplemental Indenture dated as of May 19, 2005, a Fifty-First Supplemental Indenture dated as of November 17, 2005, a Fifty-Second Supplemental Indenture dated as of June 8, 2006, a Fifty-Third Supplemental Indenture dated as of September 1, 2006, a Fifty-Fourth Supplemental Indenture dated as of September 20, 2007, a Fifty-Fifth Supplemental Indenture dated as of May 14, 2009, a Fifty-Sixth Supplemental Indenture dated as of May 13, 2010, a Fifty-Seventh Supplemental Indenture dated as of August 26, 2010, a Fifty-Eighth Supplemental Indenture dated as of August 18, 2011, a Fifty-Ninth Supplemental Indenture dated as of October 6, 2011, a Sixtieth Supplemental Indenture dated as of November 17, 2011, a Sixty-First Supplemental Indenture dated as of March 22, 2012, a Sixty-Second Supplemental Indenture dated as of September 9, 2013, a Sixty-Third

Supplemental Indenture dated as of March 12, 2015, a Sixty-Fourth Supplemental Indenture dated as of March 12, 2015, a Sixty-Fifth Supplemental Indenture dated May 19, 2016, a Sixty-Sixth Supplemental Indenture dated as of June 8, 2017, a Sixty-Seventh Supplemental Indenture dated as of May 17, 2018, a Sixty-Eighth Supplemental Indenture dated as of May 31, 2019, a Sixty-Ninth Supplemental Indenture dated as of April 7, 2020, a Seventieth Supplemental Indenture dated as of September 28, 2020 and a Seventy-First Supplemental Indenture dated as of August 13, 2021, whereby, among other things, the Company set forth certain of the particulars of the Bonds of series designated "First Mortgage Bonds, 2 3/4% Series due December 1, 1981" issued in the aggregate principal amount of \$2,800,000, "First Mortgage Bonds, Series C due 1978" issued in the aggregate principal amount of \$10,000,000, "First Mortgage Bonds, Series D due 1982" issued in the aggregate principal amount of \$12,000,000, "First Mortgage Bonds, Series E due 1984" issued in the aggregate principal amount of \$17,000,000, "First Mortgage Bonds, Series F due 1985" issued in the aggregate principal amount of \$18,000,000, "First Mortgage Bonds, Series G due 1987" issued in the aggregate principal amount of \$12,000,000, "First Mortgage Bonds, Series H due 1990" issued in the aggregate principal amount of \$30,000,000, "First Mortgage Bonds, Series I due 1997" issued in the aggregate principal amount of \$25,000,000, "First Mortgage Bonds, Series J due 1998" issued in the aggregate principal amount of \$35,000,000, "First Mortgage Bonds, Series K due 2000" issued in the aggregate principal amount of \$40,000,000, "First Mortgage Boards, Series L due 2001" issued in the aggregate principal amount of \$45,000,000, "First Mortgage Bonds, Series M due 2004" issued in the aggregate principal amount of \$75,000,000, "First Mortgage Bonds, Series N due 1979" issued in the aggregate principal amount of \$50,000,000, "First Mortgage Bonds, Series O due 1982" issued in the aggregate principal amount of \$40,000,000, "First Mortgage Bonds, Series P due 2006" issued in the aggregate principal amount of \$45,000,000, "First Mortgage Bonds, Series Q due 2007" issued in the aggregate principal amount of \$50,000,000, "First Mortgage Bonds, Series R due 2008" issued in the aggregate principal amount of \$50,000,000, "First Mortgage Bonds, Series S due 2010" issued in the aggregate principal amount of \$50,000,000, "First Mortgage Bonds, Series T due 2010" issued in the aggregate principal amount of \$75,000,000, "First Mortgage Bonds, Series U-1 due 1984, and U-2 due 1994' issued in the aggregate principal amount of \$6,567,000 for Series U-1 and \$13,268,000 for Series U-2, "First Mortgage Bonds, Series V due 2011" issued in the aggregate amount of \$50,000,000, "First Mortgage Bonds, Series W due 1988" issued in the aggregate principal amount of \$40,000,000, "First Mortgage Bonds, Series X due 1987" issued in the aggregate principal amount of \$20,000,000, "First Mortgage Bonds, Series Y due 1987" issued in the aggregate principal amount of \$15,000,000, "First Mortgage Bonds, Series Z, due 2013" issued in the aggregate principal amount of \$65,000,000, "First Mortgage Bonds, Series AA, due 2018" issued in the aggregate principal amount of \$150,000,000, "First Mortgage Bonds, Series BB, due 2018" issued in the aggregate principal amount of \$150,000,000, "First Mortgage Bonds, Series CC, due 2008" issued in the aggregate principal amount of \$53,000,000, "First Mortgage Bonds Series DD, due 2008" issued in the aggregate principal amount of \$27,000,000, "First Mortgage Bonds, Series EE, due 2015" issued in the aggregate principal amount of \$100,000,000, "First Mortgage Bonds, Series FF, due 2007" issued in the aggregate principal amount of \$35,000,000, "First Mortgage Bonds, Series GG, due 2021" issued in the aggregate principal amount of \$44,250,000, "First Mortgage Bonds, Series HH, due 2021" issued in the aggregate principal amount of \$81,350,000, "First Mortgage Bonds, Series II due 2023" issued in the aggregate principal amount of \$25,000,000, "First Mortgage Bonds, Series JJ, due 2015" issued in the aggregate principal amount of \$100,000,000, "First Mortgage Bonds, Series KK, due 2015" issued in the aggregate principal amount of \$14,400,000, "First Mortgage Bonds, Series LL, due 2022" issued in the aggregate principal amount of \$60,000,000, "First Mortgage Bonds, Series MM due 2002" issued in the aggregate principal amount of \$80,000,000, "First Mortgage Bonds, Series NN" issued in the aggregate principal amount of \$118,615,000, "First Mortgage Bonds, Series OO due 2027" issued in the aggregate principal amount of \$250,000,000, "First Mortgage Bonds, Series PP, due 2018" issued in the aggregate principal amount of \$70,795,000, "First Mortgage Bonds, Series QQ, due 2018" issued in the aggregate principal amount of \$14,915,000, "First Mortgage Bonds, Series RR, due 2021" issued in the aggregate principal amount of \$60,000,000, "First Mortgage Bonds, Series SS, due 2018" issued in the aggregate principal amount of \$92,945,000, "First Mortgage Bonds, Series TT due 2020" issued in the aggregate principal amount of \$57,650,000, "First Mortgage Bonds, Series UU due 2020" issued in the aggregate principal amount of \$16,700,000, "First Mortgage Bonds, Series VV due 2034" issued in the aggregate principal amount of \$43,615,000, "First Mortgage Bonds, Series WW due 2034" issued in the aggregate principal amount of \$40,000,000, "First Mortgage Bonds, Series XX due 2034" issued in the aggregate principal amount of \$35,000,000, "First Mortgage Bonds, Series YY due 2034" issued in the aggregate principal amount of \$24,000,000, "First Mortgage Bonds, Series ZZ due 2034" issued in the aggregate principal amount of \$33,650,000, "First Mortgage Bonds, Series AAA due 2039" issued in the aggregate principal amount of \$75,000,000, "First Mortgage Bonds, Series BBB due 2035" issued in the aggregate principal amount of \$250,000,000, "First Mortgage Bonds, Series CCC due 2015" issued in the aggregate principal amount of \$250,000,000, "First Mortgage Bonds, Series DDD due 2026" issued in the aggregate principal amount of \$250,000,000, "First Mortgage Bonds, Series

due 2018" issued in the aggregate principal amount of \$161,240,000, "First Mortgage Bonds, Series FFF due 2037" issued in the aggregate principal amount of \$250,000,000, "First Mortgage Bonds, Series GGG due 2039" issued in the aggregate principal amount of \$300,000,000, "First Mortgage Bonds, Series HHH due 2040" issued in the aggregate principal amount of \$250,000,000, "First Mortgage Bonds, Series III due 2040" issued in the aggregate principal amount of \$500,000,000, "First Mortgage Bonds, Series JJJ due 2021" issued in the aggregate principal amount of \$350,000,000, "First Mortgage Bonds, Series LLL due 2041" issued in the aggregate principal amount of \$250,000,000, "First Mortgage Bonds, Series MMM due 2042" issued in the aggregate principal amount of \$250,000,000, "First Mortgage Bonds, Series NNN due 2023" issued in the aggregate principal amount of \$450,000,000, "Floating Rate First Mortgage Bonds, Series OOO due 2017" issued in the aggregate principal amount of \$140,000,000, "Amortizing First Mortgage Bonds, Series PPP due 2022" issued in the aggregate principal amount of \$250,000,000, "First Mortgage Bonds, Series QQQ due 2026" issued in the aggregate principal amount of \$500,000,000, "First Mortgage Bonds, Series RRR due 2047" issued in the aggregate principal amount of \$400,000,000, "First Mortgage Bonds, Series SSS due 2048" issued in the aggregate principal amount of \$400,000,000, "First Mortgage Bonds, Series TTT due 2049" issued in the aggregate principal amount of \$400,000,000, "First Mortgage Bonds, Series UUU due 2050" issued in the aggregate principal amount of \$400,000,000, "First Mortgage Bonds, Series VVV due 2030" issued in the aggregate principal amount of \$800,000,000 and "Green First Mortgage Bonds, Series WWW due 2051" issued in the aggregate principal amount of \$750,000,000, respectively, all of which First Mortgage Bonds have heretofore been retired or redeemed, except the Series BBB due 2035, the Series DDD due 2026, the Series FFF due 2037, the Series GGG due 2039, the Series HHH due 2040, the Series III due 2040, the Series LLL due 2041, the Series MMM due 2042, the Series NNN due 2023, the Series QQQ due 2026, the Series RRR due 2047, the Series SSS due 2048, the Series TTT due 2049, the Series UUU due 2050, the Series VVV due 2030 and the Series WWW due 2051, which are presently issued and outstanding; and

WHEREAS, certain of the provisions of the Original Indenture have been amended by the aforesaid Second and Tenth Supplemental Indentures, a Ninth Supplemental Indenture dated as of August 1, 1968 and a Sixteenth Supplemental Indenture dated August 28, 1975; and

WHEREAS, the Original Indenture and each of said Supplemental Indentures have been recorded in the Official Records of the Recorders of the Counties of San Diego, Orange, Riverside, and Imperial in the State of California, the Counties of Yuma and Maricopa in the State of Arizona and the County of Clark in the State of Nevada, as follows:

|                               | 0.00                | Counties of   |               |               |               |  |  |  |
|-------------------------------|---------------------|---------------|---------------|---------------|---------------|--|--|--|
| Document                      | Official<br>Records | San Diego     | Orange        | Riverside     | Imperial      |  |  |  |
| Original Indenture            | Book                | 1087          | 1062          | 1765          | 1369          |  |  |  |
|                               | Page                | 1             | 300           | 364           | 232           |  |  |  |
|                               | Date                | Oct. 10, 1940 | Oct. 10, 1940 | July 13, 1955 | Nov. 22, 1974 |  |  |  |
| First Supplemental Indenture  | Book                | 2321          | 1506          | 1765          | 1369          |  |  |  |
|                               | Page                | 48            | 472           | 499           | 332           |  |  |  |
|                               | Date                | Jan. 2, 1947  | Jan. 9, 1947  | July 13, 1955 | Nov. 22, 1974 |  |  |  |
| Second Supplemental Indenture | Book                | 2537          | 1616          | 1765          | 1369          |  |  |  |
|                               | Page                | 363           | 190           | 448           | 343           |  |  |  |
|                               | Date                | Mar. 16, 1948 | Mar. 15, 1948 | July 13, 1955 | Nov. 22, 1974 |  |  |  |
| Third Supplemental Indenture  | Book                | 4424          | 2311          | 1765          | 1369          |  |  |  |
|                               | Page                | 535           | 116           | 475           | 370           |  |  |  |
|                               | Date                | Apr. 3, 1952  | Apr. 3, 1952  | July 13, 1955 | Nov. 22, 1974 |  |  |  |
| Fourth Supplemental Indenture | Book                | 5193          | 2701          | 1765          | 1369          |  |  |  |
|                               | Page                | 217           | 153           | 336           | 409           |  |  |  |
|                               | Date                | Apr. 2, 1954  | Apr. 2, 1954  | July 13, 1955 | Nov. 22, 1974 |  |  |  |
| Fifth Supplemental Indenture  | Book                | 5893          | 3304          | 1829          | 2369          |  |  |  |
|                               | Page                | 291           | 205           | 3             | 456           |  |  |  |
|                               | Date                | Dec. 5, 1955  | Dec. 5, 1955  | Dec. 5, 1955  | Nov. 22, 1974 |  |  |  |

|                                    | 0.00                | Counties of                |                |                          |                 |  |  |
|------------------------------------|---------------------|----------------------------|----------------|--------------------------|-----------------|--|--|
| Document                           | Official<br>Records | San Diego                  | Orange         | Riverside                | Imperial        |  |  |
| Sixth Supplemental Indenture       | Book                | 6829                       | 4099           | 2175                     | 1369            |  |  |
|                                    | Page                | 390                        | 109            | 538                      | 492             |  |  |
|                                    | Date                | Nov. 12, 1957              | Nov. 12, 1957  | Nov. 12, 1957            | Nov. 22, 1974   |  |  |
| Seventh Supplemental Indenture     | Book                | 1960 Series 1              | 5455           | 2780                     | 1369            |  |  |
|                                    | Page                | File No. 202061            | 385            | 3                        | 541             |  |  |
|                                    | Date                | Oct. 10, 1960              | Oct. 10, 1960  | Oct. 10, 1960            | Nov. 22, 1974   |  |  |
| Eighth Supplemental Indenture      | Book                | 1967 Series 8              | 8197           | Endorsement              | 1369            |  |  |
|                                    | Page                | File No. 33860             | 129            | No. 20925                | 618             |  |  |
| NI of Carolina della de de         | Date                | Mar. 13, 1967              | Mar. 13, 1967  | Mar. 13, 1967            | Nov. 22, 1974   |  |  |
| Ninth Supplemental Indenture       | Book                | 1000 0 0                   | 8691           |                          | 1200            |  |  |
|                                    | Page<br>Doc. No.    | 1968 Series 9<br>138926    | 69<br>9816     | 78781                    | 1369<br>694     |  |  |
|                                    | Doc. No.<br>Date    | Aug. 14, 1968              | Aug. 14, 1968  | Aug. 14, 1968            | Nov. 22, 1974   |  |  |
| Touth Supplemental Indenture       | Book                | Aug. 14, 1900              | Aug. 14, 1900  | Aug. 14, 1900            | 1100. 22, 1974  |  |  |
| Tenth Supplemental Indenture       | Page                | 1968 Series 9              | 8810           | Endorsement              | 1369            |  |  |
|                                    | Doc. No.            | 215131                     | 375            | No. 119982               | 706             |  |  |
|                                    | Date                | Dec. 9, 1968               | Dec. 9, 1968   | Dec. 9, 1968             | Nov. 22, 1974   |  |  |
| Eleventh Supplemental Indenture    | Book                | Dec. 5, 1500               | Dec. 5, 1500   | Dec. 5, 1500             | 1101. 22, 157 1 |  |  |
| Elevenia Supplementa maentare      | Page                | 1970                       | 9217           | Endorsement              | 1369            |  |  |
|                                    | Doc. No.            | 27782                      | 516            | No. 14780                | 725             |  |  |
|                                    | Date                | Feb. 16, 1970              | Feb. 16, 1970  | Feb. 16, 1970            | Nov. 22, 1974   |  |  |
| Twelfth Supplemental Indenture     | Book                | File/Page                  | 9810           | Endorsement              | 1369            |  |  |
| ••                                 | Page                | No. 212688                 | 539            | No. 106508               | 744             |  |  |
|                                    | Date                | Sept. 20, 1971             | Sept. 20, 1971 | Sept. 20, 1971           | Nov. 22, 1974   |  |  |
| Thirteenth Supplemental Indenture  | Book                | File/Page                  | 11055          | Endorsement              | 1369            |  |  |
|                                    | Page                | No. 74-006878              | 1              | No. 3853                 | 763             |  |  |
|                                    | Date                | Jan. 10, 1974              | Jan. 10, 1974  | Jan. 10, 1974            | Nov. 22, 1974   |  |  |
| Fourteenth Supplemental Indenture  | Book                | File/Page                  | 11303          | Endorsement              | 1369            |  |  |
|                                    | Page                | No. 74-322156              | 458            | No. 157219               | 1689            |  |  |
|                                    | Date                | Dec. 11, 1974              | Dec. 11, 1974  | Dec. 11, 1974            | Dec. 11, 1974   |  |  |
| Fifteenth Supplemental Indenture   | Book                | File/Page                  | 11395          | Instrument               | 1374            |  |  |
|                                    | Page                | No. 755-108612             | 1879           | No. 52617                | 809             |  |  |
|                                    | Date                | May 7, 1975                | May 7, 1975    | May 7, 1975              | May 7, 1975     |  |  |
| Sixteenth Supplemental Indenture   | Book                | File/Page                  | 11500          | Instrument               | 1378            |  |  |
|                                    | Page                | No. 75-235624              | 1620           | No. 107732               | 952             |  |  |
| Coverte outh Cumplemental Indontus | Date                | Sept. 2, 1975              | Sept. 2, 1975  | Sept. 3, 1975            | Sept. 2, 1975   |  |  |
| Seventeenth Supplemental Indenture | Book                | File/Page<br>No. 76-224493 | 11815<br>640   | Instrument<br>No. 103484 | 1389<br>687     |  |  |
|                                    | Page<br>Date        | July 16, 1976              | July 16, 1976  | July 16, 1976            | July 16, 1976   |  |  |
| Eighteenth Supplemental Indenture  | Book                | File/Page                  | 12110          | Instrument               | 1398            |  |  |
| Eighteenth Supplemental Indentale  | Page                | No. 77-100483              | 58             | No. 45619                | 1675            |  |  |
|                                    | Date                | Mar. 18, 1977              | Mar. 18, 1977  | Mar. 18, 1977            | Mar. 18, 1977   |  |  |
| Nineteenth Supplemental            | Book                | File/Page                  | 12672          | Instrument               | 1415            |  |  |
| 1.meteenin ouppiementai            | Page                | No. 78-194210              | 1803-1822      | No. 94450                | 1638            |  |  |
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| Document                              | Official<br>Records  | San Diego                                   | Orange                                      | Riverside                                      | Imperial              |  |  |
| Indenture                             | Date                 | May 12, 1978                                | May 12, 1978                                | May 12, 1978                                   | May 12, 1978          |  |  |
| Twentieth Supplemental Indenture      | Book                 | File/Page                                   | 13530                                       | Instrument                                     | 1448                  |  |  |
|                                       | Page                 | No. 80-082569                               | 722   | No. 47195                                      | 1221                  |  |  |
|                                       | Date                 | Mar. 11, 1980                               | Mar. 11,1980                                | Mar. 11, 1980                                  | Mar. 11, 1980         |  |  |
| Twenty-First Supplemental Indenture   | Book                 | File/Page                                   | 1368  | Instrument                                     | 1455                  |  |  |
|                                       | Page                 | No. 80-245100                               | 7 349                                       | No. 139349                                     | 1660                  |  |  |
|                                       | Date                 | Aug. 1, 1980                                | Aug. 1, 1980                                | Aug. 1, 1980                                   | Aug. 1, 1980          |  |  |
| Twenty-Second Supplemental Indenture  | Book                 | File/Page                                   | Instrument                                  | Instrument                                     | 1472                  |  |  |
|                                       | Page                 | No. 81-22576                                | No. 24605                                   | No. 135815                                     | 508                   |  |  |
|                                       | Date                 | July 17, 1981                               | July 17, 1981                               | July 17, 1981                                  | July 17, 1981         |  |  |
| Twenty-Third Supplemental Indenture   | Book                 | File/Page                                   | Instrument                                  | Instrument                                     | 1479                  |  |  |
|                                       | Page                 | No. 82-02387                                | No. 82-031423                               | No. 16093                                      | 1714                  |  |  |
|                                       | Date                 | Jan. 27, 1982                               | Jan. 27, 1982                               | Jan. 27, 1982                                  | Jan. 27, 1982         |  |  |
| Twenty-Fourth Supplemental Indenture  | Book<br>Page<br>Date | File/Page<br>No. 82-257258<br>Aug. 19, 1982 | File/Page<br>No. 82-291894<br>Aug. 19, 1982 | File/Page<br>No. 82/143370212<br>Aug. 19, 1982 | 1489<br>Aug. 19, 1982 |  |  |
| Twenty-Fifth Supplemental Indenture   | Book                 | File/Page                                   | File/Page                                   | File/Page                                      | 1489                  |  |  |
|                                       | Page                 | No. 82-257259                               | No. 82-291895                               | No. 82-143371                                  | 236                   |  |  |
|                                       | Date                 | Aug. 19, 1982                               | Aug. 19, 1982                               | Aug. 19, 1982                                  | Aug. 19, 1982         |  |  |
| Twenty-Sixth Supplemental Indenture   | Book<br>Page<br>Date | File/Page<br>No. 82-257260<br>Aug. 19, 1982 | File/Page<br>No. 82-291896<br>Aug. 19, 1982 | File/Page<br>No. 82/143372260<br>Aug. 19, 1982 | 1489<br>Aug. 19, 1982 |  |  |
| Twenty-Seventh Supplemental Indenture | Book                 | File/Page                                   | File/Page                                   | File/Page                                      | 1503                  |  |  |
|                                       | Page                 | No. 83-200545                               | No. 83-253901                               | No. 118670                                     | 743                   |  |  |
|                                       | Date                 | June 15, 1983                               | June 15, 1983                               | June 15, 1983                                  | June 15, 1983         |  |  |
| Twenty-Eighth Supplemental Indenture  | Book                 | File/Page                                   | File/Page                                   | File/Page                                      | 1505                  |  |  |
|                                       | Page                 | No. 83-252396                               | No. 83-316224                               | No. 147671                                     | 583                   |  |  |
|                                       | Date                 | July 22, 1983                               | July 22, 1983                               | July 22, 1983                                  | July 22, 1983         |  |  |
| Twenty-Ninth Supplemental Indenture   | Book                 | File/Page                                   | File/Page                                   | File/Page                                      | 1508                  |  |  |
|                                       | Page                 | No. 83-339007                               | No. 83-417956                               | 194083   | 1425                  |  |  |
|                                       | Date                 | Sept. 22, 1983                              | Sept. 22, 1983                              | Sept. 22, 1983                                 | Sept. 22, 1983        |  |  |

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| Thirtieth Supplemental Indenture Consisting of           | Official<br>Records<br>Book<br>Page | Yuma<br>Docket 1352<br>272-1002        | Maricopa<br>File No.<br>83-399354 |
| Original and Twenty-Nine Supplemental Indentures thereto | Book<br>Page<br>Date                | Docket 1353<br>1-264<br>Sept. 28, 1983 | Oct 3 1983                        |

|                                       |                      | Counties of                         |   |                                 |                                   |                                       |                                     |  |
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| Document                              | Official<br>Records  | San Diego                           | Orange  | Riverside                       | Imperial                          | Yuma                                  | Maricopa                            |  |
| Thirty-First Supplemental Indenture   | Book<br>Page<br>Date | File/Page<br>84-161897<br>5/2/84    | File/Page<br>84-180870<br>5/2/84              | File/Page<br>92011<br>5/2/84    | 1520<br>1552<br>4/30/84           | Docket<br>1382<br>743-761             | File No.<br>84-186813<br>5/2/84     |  |
| Thirty-Second Supplemental Indenture  | Book<br>Page<br>Date | File/Page<br>84-466428<br>12/14/84  | 4/30/84<br>File/Page<br>84-517843<br>12/14/84 | File/Page<br>267452<br>12/14/84 | 1533<br>753<br>12/14/84           | Docket<br>1413<br>216-235<br>12/14/84 | File No.<br>84-537706<br>12/14/84   |  |
| Thirty-Third Supplemental Indenture   | Book<br>Page<br>Date | File/Page<br>85-323210<br>9/4/85    | File/Page<br>85-333505<br>9/4/85              | File/Page<br>198810<br>9/4/85   | 1546<br>708 9/4/85                | Docket<br>1450<br>816<br>9/4/85       | File No.<br>85-418309<br>9/4/85     |  |
| Thirty-Fourth Supplemental Indenture  | Book<br>Page<br>Date | File/Page<br>85-42465<br>12/2/85    | File/Page<br>85-481794<br>12/2/85             | File/Page<br>270136<br>12/2/85  | 1550<br>1573<br>12/3/85           | Docket<br>1463<br>215<br>12/3/85      | File No.<br>85-568874<br>12/2/85    |  |
| Thirty-Fifth Supplemental Indenture   | Book<br>Page<br>Date | File/Page<br>86-279922<br>7/8/86    | File/Page<br>86-290957<br>7/8/86              | File/Page<br>158161<br>7/8/86   | 1562<br>549<br>7/8/86             | Docket<br>1491<br>639-657<br>7/8/86   | File No.<br>86-347412<br>7/8/86     |  |
| Thirty-Sixth Supplemental Indenture   | Book<br>Page<br>Date | File/Page<br>86-576027<br>12/10/86  | File/Page<br>86-606666<br>12/10/86            | File/Page<br>314771<br>12/10/86 | 1571<br>240<br>12/10/86           | Docket<br>1512<br>5-24<br>12/10/86    | File/Page<br>86-680502<br>12/10/86  |  |
| Thirty-Seventh Supplemental Indenture | Book<br>Page<br>Date | File/Page<br>87-532270<br>9/21/87   | File/Page<br>87-530266<br>9/21/87             | File/Page<br>273181<br>9/21/87  | 1588<br>844<br>9/21/87            | Docket<br>1555<br>844<br>9/21/87      | File/Page<br>87-585903<br>9/21/87   |  |
| Thirty-Eighth Supplemental Indenture  | Book<br>Page<br>Date | File/Page<br>90-217585<br>4/23/90   | File/Page<br>90-212277<br>4/23/90             | File/Page<br>146794<br>4/23/90  | 1646<br>1280<br>4/23/90           | Docket<br>1686<br>92-120<br>4/23/90   | File/Page<br>90-176460<br>4/23/90   |  |
| Thirty-Ninth Supplemental Indenture   | Book<br>Page<br>Date | File/Page<br>91-632073<br>12/09/91  | File/Page<br>91-674397<br>12/09/91            | File/Page<br>425578<br>12/09/91 | 1687<br>743<br>12/09/91           | Docket<br>1771<br>711-728<br>12/09/91 | File/Page<br>91-0574751<br>12/09/91 |  |
| Fortieth Supplemental Indenture       | Book<br>Page<br>Date | File/Page<br>92-185636<br>4/1/92    | File/Page<br>92-202372<br>4/1/92              | File/Page<br>115201<br>4/1/92   | Book/Page<br>92-06577<br>4/1/92   | Docket<br>1790<br>954-970<br>4/1/92   | File/Page<br>92-0169646<br>4/1/92   |  |
| Forty-First Supplemental Indenture    | Book<br>Page<br>Date | File/Page<br>92-0363471<br>6/11/92  | File/Page<br>92-393790<br>6/11/92             | File/Page<br>214904<br>6/11/92  | Book/Page<br>92-011833<br>6/11/92 | Docket<br>1804<br>73-88<br>6/11/92    | File/Page<br>92-0317072<br>6/11/92  |  |
| Forty-Second Supplemental Indenture   | Book<br>Page<br>Date | File/Page<br>92-0650893<br>10/13/92 | File/Page<br>92-692066<br>10/13/92            | File/Page<br>384167<br>10/13/92 | Book/Page<br>92-21988<br>10/13/92 | Docket<br>1824<br>670-689<br>10/13/92 | File/Page<br>92-0575062<br>10/13/92 |  |
| Forty-Third Supplemental Indenture    | Book<br>Page<br>Date | File/Page<br>92-0788665<br>12/9/92  | File/Page<br>92-845626<br>12/10/92            | File/Page<br>471625<br>12/10/92 | Book/Page<br>92-27082<br>12/9/92  | Docket<br>1834<br>187-206<br>12/9/92  | File/Page<br>92-0700568<br>12/9/92  |  |

|                           |                     | Counties of |               |             |            |           |             |  |
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| <u>Document</u>           | Official<br>Records | San Diego   | Orange        | Riverside   | Imperial   | Yuma      | Maricopa    |  |
| Forty-Fourth Supplemental | Book                | File/Page   | File/Page     | File/Page   | Book/Page  | Docket    | File/Page   |  |
| Indenture                 | Page                | 93-0257065  | 93-0277892    | 153382      | 93-009487  | 1859 Fee  | 93-0246725  |  |
|                           | Date                | 4/27/93     | 4/27/93       | 4/27/93     | 4/27/93    | 09300     | 4/26/93     |  |
|                           |                     |             |               |             |            | 4/27/93   |             |  |
| Forty-Fifth Supplemental  | Book                | File/Page   | File/Page     | File/Page   | Book/Page  | Docket    | File/Page   |  |
| Indenture                 | Page                | 93-0395609  | 93-0420127    | 239922      | 93-14224   | Fee 14413 | 93-0403060  |  |
|                           | Date                | 6/23/93     | 6/23/93       | 6/23/93     | 6/23/93    | 6/23/93   | 6/23/93     |  |
| Forty-Sixth Supplemental  | Book                | File/Page   | File/Page     | File/Page   | Book/Page  | Docket    | File/Page   |  |
| Indenture                 | Page                | 93-0474705  | 93-0496100    | 288868      | 93-17399   | Fee 17163 | 93-0487598  |  |
|                           | Date                | 7/26/93     | 7/26/93       | 7/27/93     | 7/27/93    | 7/27/93   | 7/27/93     |  |
| Forty-Seventh             | Book                | File/Page   | File/Page     | File/Page   | Book/Page  | Docket    | File/Page   |  |
| Supplemental Indenture    | Page                | 95-0230457  | 95-0232951    | 175604      | 95-11739   | 246-264   | 95-0313576  |  |
|                           | Date                | 6/01/95     | 6/01/95       | 6/01/95     | 6/01/95    | 6/01/95   | 6/01/95     |  |
| Forty-Eighth Supplemental | Book                | File/Page   | File/Page     | File/Page   | Book/Page  | Docket    | File/Page   |  |
| Indenture                 | Page                | 95-0230458  | 95-0232952    | 175605      | 95-11740   | 265-284   | 95-0313577  |  |
|                           | Date                | 6/01/95     | 6/01/95       | 6/01/95     | 6/01/95    | 6/01/95   | 6/01/95     |  |
| Forty-Ninth Supplemental  | Book                | File/Page   | File/Page     | File/Page   | Book/Page  | Docket    | File/Page   |  |
| Indenture                 | Page                | 05-00384477 | 04-683110     | 04-0766976  | 04-021901  | 04-29663  | 04-941699   |  |
|                           | Date                | 1/14/05     | 7/28/04       | 9/28/04     | 7/15/04    | 8/16/04   | 8/13/04     |  |
| Fiftieth Supplemental     | Book                | File/Page   | File/Page     | File/Page   | Book/Page  | Docket    | File/Page   |  |
| Indenture                 | Page                | 20050441722 | 2005000405730 | 20050145832 | 019964     | 200522373 | 20050711918 |  |
|                           | Date                | 5/25/05     | 5/26/05       | 5/25/05     | 5/25/05    | 5/25/05   | 5/27/05     |  |
| Fifty-First Supplemental  | Book                | File/Page   | File/Page     | File/Page   | Book/Page  | Docket    | File/Page   |  |
| Indenture                 | Page                | 20051016267 | 2005000945695 | 20050981667 | 2006005449 | 200553032 | 20051852692 |  |
|                           | Date                | 11/23/05    | 11/28/05      | 11/29/05    | 1/30/06    | 12/2/05   | 12/7/05     |  |
| Fifty-Second              | Book                | File/Page   | File/Page     | File/Page   | Book/Page  | Docket    | File/Page   |  |
| Supplemental Indenture    | Page                | 2006-       | 2006000404447 | 2006-       | 2006-      | 2006-     | 2006-       |  |
|                           | Date                | 0413693     | 6/16/06       | 0422620     | 032418     | 23999     | 0802735     |  |
|                           |                     | 6/12/06     |               | 6/12/06     | 7/11/06    | 6/12/06   | 6/14/06     |  |
| Fifty-Third Supplemental  | Book                | File/Page   | File/Page     | File/Page   | Book/Page  | Docket    | File/Page   |  |
| Indenture                 | Page                | 2006-       | 2006000643109 | 713252      | 06-46145   | 2006-     | 20061310143 |  |
|                           | Date                | 0683713     | 9/27/06       | 9/27/06     | 9/28/06    | 39635     | 10/3/06     |  |
|                           |                     | 9/26/06     |               |             |            | 9/29/06   |             |  |
| Fifty-Fourth Supplemental | Book                | File/Page   | File/Page     | File/Page   | Book/Page  | Docket    | File/Page   |  |
| Indenture                 | Page                | 2007-       | 2007000581227 | 2007-       | 2007-      | 2007-     | 2007-       |  |
|                           | Date                | 0625504     | 9/25/07       | 0600369     | 036497     | 33238     | 1062404     |  |
|                           |                     | 9/25/07     |               | 9/25/07     | 9/25/07    | 9/25/07   | 9/26/07     |  |
| Fifty-Fifth Supplemental  | Book                | File/Page   | File/Page     | File/Page   | Book/Page  | Docket    | File/Page   |  |
| Indenture                 | Page                | 2009-       | 2009000305886 | 2009-       | 2009-      | 16744     | 20090542104 |  |
|                           | Date                | 0320954     | 6/12/09       | 0311041     | 017587     | 6/15/09   | 6/15/09     |  |
|                           |                     | 6/12/09     |               | 6/18/09     | 6/12/09    |           |             |  |
| Fifty-Sixth Supplemental  | Book                | File/Page   | File/Page     | File/Page   | Book/Page  | Docket    | File/Page   |  |
| Indenture                 | Page                | 2010-       | 2010000239342 | 2010-       | 2010-      | 2010-     | 20100431348 |  |
|                           | Date                | 0252569     | 5/21/10       | 0235807     | 012850     | 12687     | 5/21/10     |  |
|                           |                     | 5/20/10     |               | 5/21/10     | 5/21/10    | 5/21/10   |             |  |
| Fifty-Seventh             | Book                | File/Page   | File/Page     | File/Page   | Book/Page  | Docket    | File/Page   |  |
| Supplemental Indenture    | Page                | 2010-       | 2010000458947 | 2010-       | 2010-      | 2010-     | 20100800415 |  |
|                           | Date                | 0490784     | 9/16/10       | 0443991     | 023359     | 22669     | 9/16/10     |  |
|                           |                     | 9/16/10     |               | 9/16/10     | 9/16/10    | 9/16/10   |             |  |

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| Document     | Records  | San Diego    | Orange        | Riverside    | Imperial    | Yuma       | Maricopa    |  |  |  |  |  |
| Fifty-Eighth | Book     | File/Page    | File/Page     | File/Page    | Book/Page   | Docket     | File/Page   |  |  |  |  |  |
| Supplemental | Page     | 2011-0503399 | 2011000478379 | 2011-0432021 | 2011-023234 | 2011-21920 | 20110802020 |  |  |  |  |  |
| Indenture    | Date     | 09/28/11     | 09/28/11      | 09/29/11     | 09/28/11    | 09/28/11   | 09/28/11    |  |  |  |  |  |

DocumentOfficial RecordsCounty of ClarkFifty-Ninth Supplemental IndentureBookFile/Pageincluding the OriginalPage201110120001817Indenture and fifty-eight prior supplemental indentures theretoDate10/12/11

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| Document                               | Official<br>Records  | Clark  | San<br>Diego  | Orange                                  | Riverside   | Imperial   | Yuma   | Maricopa                                   |  |
| Sixtieth Supplemental<br>Indenture     | Book<br>Page<br>Date | File/Page<br>201112010001775<br>12/1/2011      | File/Page 2011- 0643662                             | File/Page<br>2011000611302<br>12/1/11   | File/Page<br>2011-<br>0529988                       | Book/Page<br>2011-<br>028759                       | Docket 2011-26889                              | File/Page<br>20110993917<br>12/1/11        |  |
| Sixty-First Supplemental<br>Indenture  | Book<br>Page<br>Date | File/Page<br>20120410000789<br>4/10/12         | 12/1/11<br>File/Page<br>2012-<br>0207656<br>4/10/12 | File/Page<br>201200200917<br>4/10/12    | 12/1/11<br>File/Page<br>2012-<br>0163282<br>4/10/12 | 12/1/11<br>Book/Page<br>2012-<br>007887<br>4/10/12 | 12/1/11<br>Docket<br>2012-<br>08966<br>4/10/12 | File/Page<br>20120296804<br>4/10/12        |  |
| Sixty-Second Supplemental<br>Indenture | Book<br>Page<br>Date | File/Page<br>201309300001532<br>9/30/13        | File/Page<br>2013-<br>0592759<br>9/30/13            | File/Page<br>2013000559137<br>9/30/13   | File/Page<br>0466671<br>9/26/13                     | Book/Page<br>2013022171<br>9/26/13                 | Docket<br>2013-<br>26910<br>9/30/13            | File/Page<br>20130866250<br>9/30/13        |  |
| Sixty-Third Supplemental Indenture     | Book<br>Page<br>Date | File/Page<br>20150318-<br>0000267<br>3/18/2015 | File/Page<br>2015-<br>0125062<br>3/18/2015          | File/Page<br>2015000137709<br>3/18/15   | File/Page<br>2015-<br>0105656<br>3/17/2015          | Book/Page<br>2015005389<br>3/20/2015               | Docket<br>2015-<br>06017<br>3/20/2015          | File/Page<br>2015-<br>0308470<br>5/01/15   |  |
| Sixty-Fourth Supplemental<br>Indenture | Book<br>Page<br>Date | File/Page<br>20150318-<br>0000268<br>3/18/2015 | File/Page<br>2015-<br>0125063<br>3/18/2015          | File/Page<br>2015000137710<br>3/18/2015 | File/Page<br>2015-<br>0105657<br>3/17/2015          | Book/Page<br>2015005397<br>3/20/15                 | Docket<br>2015-<br>06018<br>3/20/2015          | File/Page<br>2015-<br>0308471<br>5/01/15   |  |
| Sixty-Fifth Supplemental Indenture     | Book<br>Page<br>Date | File/Page<br>20160525-<br>0000179<br>5/25/2016 | File/Page<br>2016-<br>0255036<br>5/25/2016          | File/Page<br>2016000231993<br>5/24/2016 | File/Page<br>2016-<br>0218234<br>5/27/2016          | Book/Page<br>2016010377<br>6/1/2016                | Docket<br>2016-<br>12517<br>5/25/2016          | File/Page<br>2016-<br>0355233<br>5/24/2016 |  |

|                                      |                      |  |  |   | Counties                                   | of                                   |                                       |   |
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| <u>Document</u>                      | Official<br>Records  | Clark  | San<br>Diego                               | Orange                                      | Riverside                                  | Imperial                             | Yuma                                  | Maricopa                                    |
| Sixty-Sixth Supplemental Indenture   | Book<br>Page<br>Date | File/Page<br>20170612-<br>0000678<br>6/12/2017 | File/Page<br>2017-<br>0261951<br>6/12/2017 | File/Page<br>201700023<br>8610<br>6/12/2017 | File/Page<br>2017-0<br>233575<br>6/12/2017 | Book/Page<br>2017013517<br>6/15/2017 | Docket<br>2017-<br>15226<br>6/14/2017 | File/Page<br>2017-<br>0429520<br>6/13/2017  |
| Sixty-Seventh Supplemental Indenture | Book<br>Page<br>Date | File/Page<br>20180522-<br>0000994<br>5/22/2018 | File/Page<br>2018-<br>0206641<br>5/22/2018 | File/Page<br>201800018<br>8655<br>5/23/2018 | File/Page<br>2018<br>-0203756<br>5/22/2018 | Book/Page<br>2018009579<br>5/29/2018 | Docket<br>2018-<br>15182<br>6/12/2018 | File/Page<br>2018-<br>0390726<br>5/22/2018  |
| Sixty-Eighth Supplemental Indenture  | Book<br>Page<br>Date | File/Page<br>20190604-<br>0001990<br>6/4/2019  | File/Page<br>2019-<br>0213646<br>6/4/2019  | File/Page<br>201900019<br>2899<br>6/5/2019  | File/Page<br>2019-<br>0212524<br>6/13/2019 | Book/Page<br>2019009987<br>6/7/2019  | Docket<br>2019-<br>14196<br>6/4/2019  | File/Page<br>2019-<br>0414851<br>6/4/2019   |
| Sixty-Ninth Supplemental Indenture   | Book<br>Page<br>Date | File/Page<br>20200416-<br>0001114<br>4/16/2020 | File/Page<br>2020-<br>0180371<br>4/8/2020  | File/Page<br>202000016<br>0646<br>4/9/2020  | File/Page<br>2020-<br>0218763<br>5/22/2020 | Book/Page<br>2020006709<br>4/9/2020  | Docket<br>2020-<br>11190<br>4/13/2020 | File/Page<br>20200313674<br>4/13/2020       |
| Seventieth Supplemental Indenture    | Book<br>Page<br>Date | File/Page<br>20200930-<br>0002895<br>9/30/2020 | File/Page<br>2020-<br>0585299<br>9/30/2020 | File/Page<br>202000053<br>5597<br>9/30/2020 | File/Page<br>2020-<br>0464141<br>9/29/2020 | Book/Page<br>2020018059<br>10/6/2020 | Docket<br>2020-<br>29556<br>9/29/2020 | File/Page<br>2020 -<br>0950240<br>10/6/2020 |
| Seventy-First Supplemental Indenture | Book<br>Page<br>Date | File/Page<br>20210813-<br>0002066<br>8/13/2021 | File/Page<br>2021-<br>0595081<br>8/20/2021 | File/Page<br>202100054<br>1053<br>8/27/2021 | File/Page<br>2021-<br>0532084<br>9/7/2021  | Book/Page<br>2021021459<br>8/18/2021 | Docket<br>2021-<br>30813<br>8/13/2021 | File/Page<br>20210879215<br>8/13/2021       |

WHEREAS, the Board of Directors of the Company has duly authorized the creation of an additional series of bonds to be designated "First Mortgage Bonds, Series XXX, due 2032," as hereinafter set forth in this Seventy-Second Supplemental Indenture, and, contemporaneously with the execution and delivery of this Seventy-Second Supplemental Indenture, the Company is executing and delivering to the Trustee a Seventy-Third Supplemental Indenture dated as of March 11, 2022 (the "Seventy-Third Supplemental Indenture") whereby, among other things, the Company has set forth certain of the particulars of the bonds of another additional series, which are designated "First Mortgage Bonds, Series YYY, due 2052" and are to be issued on the date hereof contemporaneously with the issuance, pursuant to this Seventy-Second Supplemental Indenture, of First Mortgage Bonds, Series XXX, due 2032; and

WHEREAS, the execution and delivery of this Seventy-Second Supplemental Indenture has been duly authorized by resolution of the Board of Directors of the Company; and

WHEREAS, all the conditions and requirements necessary to make this Seventy-Second Supplemental Indenture a valid, binding and legal instrument in accordance with its terms and for the purposes herein expressed have been performed and fulfilled and the execution and delivery hereof have been in all respects duly authorized.

NOW, THEREFORE, in order further to secure the payment of the principal of and premium, if any, and interest on all of the bonds of the Company at any time outstanding under the Original Indenture, as heretofore amended and supplemented, as amended and supplemented by this Seventy-Second Supplemental Indenture and the Seventy-Third Supplemental Indenture and as the same may from time to time be further amended and supplemented (the "Indenture") and to secure the performance and observance of each and every of the covenants, conditions and agreements of the Indenture, as from time to time amended and supplemented, and for and in consideration of the premises, and of the sum of One Dollar (\$1.00) to the Company duly paid by the Trustee (the receipt whereof is hereby acknowledged), the Company has executed and delivered this Seventy-Second Supplemental Indenture and has

granted, bargained, sold, warranted, released, conveyed, assigned, transferred, mortgaged, pledged, hypothecated, granted a security interest in, set over and confirmed, and by these presents does grant, bargain, sell, warrant, release, convey, assign, transfer, mortgage, pledge, hypothecate, grant a security interest in, set over and confirm unto U.S. Bank National Association, as Trustee, and to its respective successors in said trust forever, with power of sale, all property, real, personal and mixed, now owned or hereafter acquired or to be acquired by the Company, and wheresoever situated (except such property as is expressly excepted or excluded from the lien and security interest of the Indenture, and property of a successor corporation or corporations excluded from the lien and security interest thereof by the provisions of Section 3 of Article XIV thereof) subject to the rights reserved by the Company in and by other provisions of the Indenture, including in the property subject and to be subject to the lien and security interest thereof and hereof (without in any manner limiting or impairing by the enumeration of the same the scope and intent of the foregoing or of any general description contained in the Original Indenture or in this or any other supplemental indenture) all lands, rights-of-way, other land rights, flowage and other water rights, power houses, dams, reservoirs, docks, roads, and buildings, structures and other land improvements; steam, and other electric generating plants, including buildings and other structures, turbines, generators, exciters, boilers and other boiler plant equipment, condensing equipment, and all auxiliary equipment; stations and substations; electric transmission and distribution systems, including structures, poles, towers, fixtures, conduits, insulators, wires, cables, transformers, services and meters; steam heating plants and systems, including mains and equipment; gas plants, transmission and distribution systems, including pipe lines, structures, tanks, mains, compressor stations, purifier stations, pressure holders, governors, services and meters; communication systems, office, shop and other buildings and structures, and equipment; apparatus and equipment and materials and supplies of all other kinds and descriptions; and all municipal and other franchises, leaseholds, licenses, permits, and privileges;

TOGETHER WITH all and singular the tenements, hereditaments and appurtenances belonging or in any wise appertaining to the aforesaid property or any part thereof with the reversion and reversions, remainder and remainders, tolls, rents and revenues, issues, income, proceeds, product and profits thereof, and all the estate, right, title and interest and claim whatsoever, at law as well as in equity, which the Company now has or may hereafter acquire in and to the aforesaid property and franchises and every part and parcel thereof (except such property as is expressly excepted or excluded from the lien and security interest of the Indenture, and property of a successor corporation or corporations excluded from the lien and security thereof by the provisions of Section 3 of Article XIV thereof), subject to the rights reserved by the Company in and by other provisions of the Indenture;

It is hereby agreed by the Company that, except as aforesaid, all the property, rights, and franchises acquired by the Company after the date hereof shall be as fully embraced within the lien and security interest hereof as if such property were now owned by the Company and were specifically described herein and conveyed and a security interest therein granted hereby;

SAVING AND EXCEPTING, HOWEVER, anything to the contrary notwithstanding contained herein or in the granting clauses of the Original Indenture and said Supplemental Indentures (a) such property described or referred to in any of such granting clauses as has been from time to time, released or sold free from the lien and security interest of the Original Indenture (or the Original Indenture, as supplemented) in accordance and compliance with the provisions thereof (or of the Original Indenture, as supplemented, as the case may be), and (b) all of the following property (whether now owned by the Company or hereafter acquired by it): (1) all gas, electric energy and steam produced, purchased or otherwise acquired; (2) all contracts, choses in action, shares of stock, bonds, notes, evidences of indebtedness, and other securities, other than any of the foregoing which may be required to be deposited from time to time with the Trustee in accordance with the provisions of the Indenture or are required by some express provision thereof to be deposited with the Trustee; (3) merchandise and appliances at any time acquired for the purpose of sale or lease to customers and others and contracts for the sale of merchandise and appliances; (4) motor vehicles; (5) timber on land owned by the Company; (6) minerals or mineral rights in lands owned by the Company; (7) oil, coal or gas, or oil, coal or gas rights in land owned by the Company or gas wells or oil wells or equipment therefor or coal mines or equipment therefor; (8) fuel and other personal property which are consumable in their use in the operation of the properties of the Company; (9) bills and accounts receivable; (10) cash on hand and in banks other than such cash as may be deposited from time to time with the Trustee in accordance with the provisions of the Indenture or as is required by some express provision thereof to be deposited with the Trustee; and (11) the last day of the term of each leasehold estate now or hereafter enjoyed by the Company. The Company may, however, expressly subject to the lien and security interest and operation of the Original Indenture and all indentures supplemental thereto all or any part of the property of the character described in clause (b) of this paragraph;

TO HAVE AND TO HOLD all said properties, real, personal and mixed, mortgaged, pledged, or conveyed and in which a security interest has been granted by the Company as aforesaid, or intended so to be, unto the Trustee and its successors and assigns forever, subject, however, to Permitted Liens as defined in the Indenture;

IN TRUST NEVERTHELESS, for the equal pro rata benefit and security as provided in the Original Indenture and all indentures supplemental thereto of all and every of the bonds issued and to be issued in accordance with the provisions of the Original Indenture and all indentures supplemental thereto, without preference, priority or distinction as to lien or security interest of any over the others by reason of priority in time of the issue, negotiation or maturity thereof, subject, however, to the provisions of the Original Indenture and all indentures supplemental thereto relating to any sinking fund or similar fund for the benefit of the bonds of any particular series;

The Company does further covenant and agree with the Trustee as follows:

### ARTICLE I SERIES XXX BONDS

Section 1: There is hereby created, for issuance under the Original Indenture as supplemented by the said Supplemental Indentures (including this Seventy-Second Supplemental Indenture), a series of bonds designated Series XXX, due 2032, each of which shall bear the descriptive title "First Mortgage Bonds, Series XXX, due 2032" (herein sometimes referred to as "Series XXX Bonds"), and the form thereof shall contain suitable provisions with respect to the matters hereinafter in this Section specified. The Series XXX Bonds shall mature on March 15, 2032 and shall be issued in denominations of \$1,000 and integral multiples thereof as the Company may from time to time execute and deliver. The Series XXX Bonds shall bear interest at the rate and from the date, shall mature as to principal, and shall be payable as to principal and premium, if any, and interest at such place or places and in such money, all as provided in the form of Series XXX Bond set forth on Exhibit A hereto (the "Form of Bond") and by the applicable provisions of the Indenture. In addition, March 11, 2022 shall be an interest payment date for the Series XXX Bonds for purposes of Section 9 of Article II of the Indenture, provided that no interest shall be payable on such date. The principal and premium, if any, and interest on the Series XXX Bonds shall be payable at the office or agency maintained by the Company for such purpose (initially the corporate trust office of the Trustee) in the City and County of Los Angeles, State of California and, if Series XXX Bonds are issued in definitive certificated form under the circumstances set forth in clause (2) of Section 4 of this Article I, at the office or agency maintained by the Company for such purpose in the Borough of Manhattan, City and County of New York, State of New York. The Series XXX Bonds shall be dated as in Section 9 of Article II of the Indenture provided with respect to registered bonds without coupons.

The Series XXX Bonds shall further be redeemable, exchangeable, transferable and otherwise have the terms set forth in the Form of Bond.

The Series XXX Bonds shall otherwise be of such terms, provisions, tenor and form as provided in this Seventy-Second Supplemental Indenture.

**Section 2:** The Series XXX Bonds shall be executed, authenticated and delivered in accordance with the provisions and shall be entitled to the protection and security of the Original Indenture, as supplemented by this Seventy-Second Supplemental Indenture and the other supplemental indentures, and shall be subject to all of the terms, conditions and covenants and limitations thereof. The aggregate principal amount of the Series XXX Bonds, which may be executed by the Company and authenticated and delivered by the Trustee and secured by the Indenture as from time to time in effect, is limited only to the extent provided in Section 1 of Article II of the Original Indenture. The Company has authorized the issuance and sale on the date hereof of \$500,000,000 aggregate principal amount of Series XXX Bonds. The Company may, from time to time, without notice to or the consent of the registered holders of the Series XXX Bonds but upon and subject to the terms and provisions of the Indenture, increase the principal amount of the Series XXX Bonds under the Indenture and issue such increased principal amount, or any portion thereof. Any additional Series XXX Bonds so issued shall have the same form and terms (other than offering price, the date of original issuance and, under certain circumstances, the date from which interest thereon shall begin to accrue and the first Interest Payment Date (as defined below)) as the Series XXX Bonds previously issued and shall form a single series of bonds under the Indenture with the previously issued Series XXX Bonds.

**Section 3:** The Series XXX Bonds shall be issued only as fully registered bonds without coupons. The fully registered bonds without coupons and the certificate of authentication to be endorsed on all Series XXX Bonds shall be substantially in the form set forth on the Form of Bond. In addition, the Series XXX Bonds may be issuable in whole or in part in the form of one or more securities that evidence all or part of the bonds of such series and are registered in the name of a depositary (as defined below) or a nominee thereof for such series (each, a "Global Security") and, in such case, the Board of Directors of the Company (or an authorized officer designated by the Board of Directors of the Company) shall appoint a clearing agency registered under the Securities Exchange Act of 1934, as amended (the "Exchange Act"), designated to act as depositary (a "depositary") for such Global Securities; the initial depositary so appointed is The Depository Trust Company. The definitive Series XXX Bonds shall be numbered in such manner as the Company shall at any time or from time to time determine.

**Section 4:** In the event Series XXX Bonds are issued as Global Securities the following provisions, in addition to the provisions of the Indenture, shall apply:

- (1) Each Global Security authenticated under the Indenture shall be registered in the name of the depositary designated for such Global Security or a nominee thereof and delivered to such depositary or a nominee thereof or custodian therefor, and each such Global Security shall constitute a single Series XXX Bond for all purposes of this Supplemental Indenture.
- (2) Notwithstanding any other provision in this Supplemental Indenture, no Global Security may be exchanged in whole or in part for Series XXX Bonds registered, and no transfer of a Global Security in whole or in part may be registered, in the name of any person other than the depositary for such Global Security or a nominee thereof unless (A) such depositary has notified the Company that it is unwilling or unable to continue as depositary for the Global Security or Global Securities, as the case may be, representing the Series XXX Bonds and a successor depositary has not been appointed by the Company within 90 days of receipt by the Company of such notification, (B) if at any time the depositary ceases to be a clearing agency registered under the Exchange Act at a time when the depositary is required to be so registered to act as such depositary and no successor depositary shall have been appointed by the Company within 90 days after it became aware of the depositary's ceasing to be so registered, (C) the Company, in its sole discretion, executes and delivers to the Trustee a written order signed in the name of the Company by its Chairman of the Board, its President or a Vice President, and by its Treasurer, an Assistant Treasurer, its Secretary or an Assistant Secretary to the effect that the Global Securities of such series shall be exchangeable as described below, or (D) a "completed default" (as defined in the Indenture) has occurred and is continuing with respect to the Series XXX Bonds. If any of the events described in clauses (A) through (D) of the preceding sentence occur, the beneficial owners of interests in such Global Securities will be entitled to exchange those interests for definitive Series XXX Bonds and, without unnecessary delay but in any event not later than the earliest date on which those interests may be so exchanged, the Company will prepare and deliver to the Trustee definitive Series XXX Bonds in such form and denominations as are required by or pursuant to the Indenture, and in an aggregate principal amount equal to the aggregate principal amount of such Global Securities, such bonds to be duly executed by the Company. On or after the earliest date on which such beneficial interests may be so exchanged, such Global Securities shall be surrendered from time to time by the depositary as shall be specified in the order from the Company with respect thereto (which the Company agrees to deliver) to the Trustee, as the Company's agent for such purpose, and in accordance with any instructions given to the Trustee and the depositary by the Company (which instructions shall be in writing but need not be contained in or accompanied by an officers' certificate or be accompanied by an opinion of counsel), to be exchanged, in whole or in part, for definitive Series XXX Bonds as described above without charge. The Trustee shall authenticate and make available for delivery, in exchange for each portion of each surrendered Global Security, a like aggregate principal amount of definitive Series XXX Bonds of authorized denominations as the portion of such Global Security to be exchanged. Promptly following any such exchange in part, such Global Security shall be returned by the Trustee to such depositary or its custodian. If a definitive Series XXX Bond is issued in exchange for any portion of a Global Security after the close of business at the place where such exchange occurs on or after (i) any regular record date for a regularly scheduled interest payment date (an "Interest Payment Date") for such bond and before the opening of business at that place of exchange on such Interest Payment Date, or (ii) any special record date for the payment of interest for such bond which was not punctually paid or duly provided for on any Interest Payment Date ("Defaulted Interest") and before the opening of business at such place of exchange on the related proposed date for the payment of such Defaulted Interest, as the case may be, interest shall not be payable on such Interest Payment Date or proposed date for payment, as the case may be, in respect of such definitive bond, but shall be payable on the Interest Payment Date or proposed date for payment, as the case may be, only to the person to whom interest in respect of such portion of such Global Security shall be payable in accordance with the provisions of the Indenture and the Series XXX Bonds.

- (3) Subject to Clause (2) above, any exchange or transfer of a Global Security for other Series XXX Bonds may be made in whole or in part, and all definitive Series XXX Bonds issued in exchange for or upon transfer of a Global Security or any portion thereof shall be registered in such names as the depositary for such Global Security shall direct.
- (4) Every Series XXX Bond authenticated and delivered upon registration of transfer of, or in exchange for or in lieu of, a Global Security or any portion thereof, shall be authenticated and delivered in the form of, and shall be, a Global Security, unless such bond is registered in the name of a person other than the depositary for such Global Security or a nominee thereof.
  - (5) Every Global Security authenticated and delivered hereunder shall bear a legend in substantially the following form:

THIS SECURITY IS A GLOBAL SECURITY WITHIN THE MEANING OF THE INDENTURE HEREINAFTER REFERRED TO AND IS REGISTERED IN THE NAME OF A DEPOSITARY OR A NOMINEE THEREOF. THIS SECURITY MAY NOT BE EXCHANGED IN WHOLE OR IN PART FOR A SECURITY REGISTERED, AND NO TRANSFER OF THIS SECURITY IN WHOLE OR IN PART MAY BE REGISTERED, IN THE NAME OF ANY PERSON OTHER THAN SUCH DEPOSITARY OR A NOMINEE THEREOF, EXCEPT IN THE LIMITED CIRCUMSTANCES DESCRIBED IN THE INDENTURE. ANY TRANSFER, PLEDGE, OR OTHER USE HEREOF FOR VALUE OR OTHERWISE BY OR TO ANY OTHER PERSON IS WRONGFUL, INASMUCH AS THE REGISTERED OWNER HEREOF HAS AN INTEREST HEREIN.

**Section 5:** The Series XXX Bonds may contain or have imprinted thereon such provisions or specifications not inconsistent with the Indenture as may be required to comply with the rules of any stock exchange or any federal or state authority or commission, or to comply with usage with respect thereto, and may bear such other appropriate endorsements or notations as are authorized or permitted by the Indenture.

**Section 6:** In the manner and subject to certain conditions and limitations specified herein and in the Indenture, Series XXX Bonds may be exchanged without a service charge for a like aggregate principal amount of such Series XXX Bonds of other authorized denomination or denominations; provided that the Company may require payment of a sum or sums sufficient to reimburse it for any stamp tax or other governmental charge payable in connection therewith.

Section 7: The Company shall maintain in the City and County of Los Angeles, State of California, and in such other place or places as the Company may designate at any time or from time to time, an office or agency where Series XXX Bonds, including Series XXX Bonds issued in definitive certificated form, may be presented for payment, registration, transfer and exchange as provided therein or in the Indenture. Without limitation to the foregoing, if Series XXX Bonds are issued in definitive certificated form under the circumstances set forth in clause (2) of Section 4 of this Article I, the Company shall also maintain in the Borough of Manhattan, City and County of New York, State of New York, an office or agency where Series XXX Bonds, including Series XXX Bonds issued in definitive certificated form, may be presented for payment, registration, transfer and exchange as provided therein or in the Indenture. Such office or agency in the City and County of Los Angeles, State of California, and any such office or agency in the Borough of Manhattan, City and County of New York, State of New York, shall be a corporate trust office of the Trustee unless and until the Company shall designate another office or agency by notice in writing delivered to the Trustee.

**Section 8:** No transfer or exchange of any Series XXX Bonds pursuant to any of the provisions of this Article I shall be made except upon and in accordance with all of the applicable terms, provisions and conditions of said bonds and of the Indenture.

### ARTICLE II MISCELLANEOUS PROVISIONS

**Section 1:** This instrument is executed and shall be construed as an indenture supplemental to the Original Indenture and shall form a part thereof and, as supplemented by this Seventy-Second Supplemental Indenture, the Original Indenture as heretofore supplemented and amended is hereby confirmed.

**Section 2:** All terms used in this Seventy-Second Supplemental Indenture shall be taken to have meaning as in the Original Indenture, as heretofore supplemented and amended, except terms which may be otherwise expressly defined herein and in cases where the context clearly indicates otherwise.

**Section 3:** In order to facilitate the filing of this Seventy-Second Supplemental Indenture, the same may be executed in several counterparts, each of which, when so executed, shall be deemed to be an original, but such counterparts shall constitute but one and the same instrument.

**Section 4:** All of the covenants, stipulations, promises and agreements in this Seventy-Second Supplemental Indenture by or on behalf of the Company shall bind its successors and assigns, whether so expressed or not.

**Section 5:** To the extent any provision in this Seventy-Second Supplemental Indenture conflicts with any provision in the Indenture, the provisions of this Seventy-Second Supplemental Indenture shall govern; *provided*, *however*, that in the event such conflict would require bondholder consent, the terms and provisions of the Indenture shall govern.

**Section 6:** The Original Indenture, as heretofore amended and supplemented, insofar as it applies to the Series XXX Bonds, this Seventy-Second Supplemental Indenture and the Series XXX Bonds shall be governed by and construed in accordance with the laws of the State of California, without regard (to the extent permitted by applicable law) to conflicts of laws principles thereof; *provided*, that, notwithstanding the foregoing, the creation, perfection and enforcement of any mortgage or lien on real property or improvements thereon or fixtures attached thereto under the Original Indenture, as heretofore amended and supplemented, insofar as it applies to the Series XXX Bonds, or this Seventy-Second Supplemental Indenture shall be governed by and construed in accordance with the laws of the State where such real property or improvements thereon or fixtures attached thereto, as the case may be, are located, without regard (to the extent permitted by applicable law) to conflicts of laws principles thereof.

Section 7: The words "execution," "signed," "signature," and words of like import in this Seventy-Second Supplemental Indenture or in any instruments, agreements, certificates, legal opinions, negative assurance letters or other documents entered into or delivered pursuant to or in connection with this Seventy-Second Supplemental Indenture shall include (subject to the provisions set forth in the last sentence of this Section 7) images of manually executed signatures transmitted by facsimile, email or other electronic format (including, without limitation, "pdf," "tif" or "jpg") and electronic signatures (including, without limitation, DocuSign and AdobeSign). The use of electronic signatures and electronic records (including, without limitation, any contract or other record created, generated, sent, communicated, received, or stored by electronic means) shall be of the same legal effect, validity and enforceability as a manually executed signature or use of a paper-based record-keeping system to the fullest extent permitted by applicable law, including the Federal Electronic Signatures in Global and National Commerce Act, the New York State Electronic Signatures and Records Act and any other applicable law, including, without limitation, any state law based on the Uniform Electronic Transactions Act or the Uniform Commercial Code. Without limitation to the foregoing, and anything in this Seventy-Second Supplemental Indenture to the contrary notwithstanding, except as set forth in the proviso to this sentence, (a) this Seventy-Second Supplemental Indenture and any other instruments, agreements, certificates, legal opinions, negative assurance letters or other documents entered into or delivered pursuant to or in connection with this Seventy-Second Supplemental Indenture may be executed, attested and transmitted by any of the foregoing electronic means and formats and (b) all references in this Seventy-Second Supplemental Indenture to the execution, attestation or authentication of any bond of this series (including any Global Security) or any certificate of authentication appearing on or attached to any such bond by means of a manual or facsimile signature shall be deemed to include signatures that are made or transmitted by any of the foregoing electronic means or formats; provided that, notwithstanding the foregoing, this Seventy-Second Supplemental Indenture may not be executed or attested by the parties hereto by DocuSign, AdobeSign or other electronic signature, and no Series XXX Bond (including, without limitation, any Global Security) and no certificate of authentication on any Series XXX Bond (including, without limitation, any Global Security) may be executed by DocuSign, AdobeSign or other electronic signature and each certificate of authentication must be executed by the Trustee by manual signature of an authorized signatory.

{Signature Page Follows}

IN WITNESS WHEREOF, SAN DIEGO GAS & ELECTRIC COMPANY has caused this Seventy-Second Supplemental Indenture to be signed in its name and behalf by its duly authorized officer and its corporate seal to be hereunto affixed duly attested by its Secretary or one of its Assistant Secretaries, and U.S. BANK NATIONAL ASSOCIATION, to evidence its acceptance of the trusts hereby created, has caused this Seventy-Second Supplemental Indenture to be signed in its name and behalf by its duly authorized officer as of the day and year first above written.

### SAN DIEGO GAS & ELECTRIC COMPANY

By: /s/ Valerie A. Bille

Name: Valerie A. Bille

Title: Vice President, Chief Accounting Officer, Controller

and Treasurer

(CORPORATE SEAL)

Attest:

By: /s/ Jennifer F. Jett

Name: Jennifer F. Jett Title: Assistant Secretary

U.S. BANK NATIONAL ASSOCIATION, AS TRUSTEE

By: /s/ Fonda Hall Name: Fonda Hall Title: Vice President

| A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate | ite |
|---|-----|
| is attached, and not the truthfulness, accuracy, or validity of that document.  |     |

| STATE OF CALIFORNIA | ) |    |
|---------------------|---|----|
|                     | ) | SS |
| COUNTY OF SAN DIEGO | ) |    |

On March 9, 2022, before me, Leslie C. French, a Notary Public, personally appeared VALERIE A. BILLE and JENNIFER F. JETT, who proved to me on the basis of satisfactory evidence to be the persons whose names are subscribed to the within instrument and acknowledged to me that they executed the same in their authorized capacities, and that by their signatures on the instrument the persons, or the entity upon behalf of which the persons acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

/s/ Leslie C. French
SIGNATURE OF NOTARY PUBLIC

| A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate |
|---|
| is attached, and not the truthfulness, accuracy, or validity of that document.  |

| STATE OF CALIFORNIA   | ) |    |
|-----------------------|---|----|
|                       | ) | SS |
| COUNTY OF LOS ANGELES | ) |    |

On March 10, 2022, before me, C. M. Barberena, a Notary Public, personally appeared FONDA HALL, of U.S. BANK NATIONAL ASSOCIATION, who proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument and acknowledged to me that he/she executed the same in his/her authorized capacity, and that by his/her signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

/s/ C. M. Barberena SIGNATURE OF NOTARY PUBLIC **EXHIBIT A** 

FORM OF BOND

(Attached)

[If this bond is issued as a global security, insert the following legend: THIS SECURITY IS A GLOBAL SECURITY WITHIN THE MEANING OF THE INDENTURE HEREINAFTER REFERRED TO AND IS REGISTERED IN THE NAME OF A DEPOSITARY OR A NOMINEE THEREOF. THIS SECURITY MAY NOT BE EXCHANGED IN WHOLE OR IN PART FOR A SECURITY REGISTERED, AND NO TRANSFER OF THIS SECURITY IN WHOLE OR IN PART MAY BE REGISTERED, IN THE NAME OF ANY PERSON OTHER THAN SUCH DEPOSITARY OR A NOMINEE THEREOF, EXCEPT IN THE LIMITED CIRCUMSTANCES DESCRIBED IN THE INDENTURE. ANY TRANSFER, PLEDGE, OR OTHER USE HEREOF FOR VALUE OR OTHERWISE BY OR TO ANY OTHER PERSON IS WRONGFUL, INASMUCH AS THE REGISTERED OWNER HEREOF HAS AN INTEREST HEREIN.]

### SAN DIEGO GAS & ELECTRIC COMPANY

(INCORPORATED UNDER THE LAWS OF THE STATE OF CALIFORNIA)

### 3.000% FIRST MORTGAGE BOND, SERIES XXX, DUE 2032

| No  | \$  |
|---|---|
|   | CUSIP No. 797440 CB                       |
|   | ISIN No. US797440CB8                      |
| SAN DIEGO GAS & ELECTRIC COMPANY, a corporation organized and existing under the laws of the State of               | · ·                                       |
| "Company", which term shall include any successor corporation, as defined in the Indenture referred to on the re    |   |
| hereby promises to pay to, or registered assigns, the principal sum of  |   |
| lawful money of the United States of America, on March 15, 2032, and to pay interest thereon from March 11, 20      | 022, or from the most recent date to      |
| which interest has been paid or duly provided for on the Series XXX Bonds (as defined on the reverse hereof), at    | the rate of 3.000% per annum in like      |
| lawful money, payable semi-annually in arrears, on March 15 and September 15 (each, an "Interest Payment Date       | e") in each year, commencing              |
| September 15, 2022, to the person in whose name this bond (as defined on the reverse hereof) is registered at the   | close of business on the immediately      |
| preceding March 1 and September 1, respectively, until the Company's obligation with respect to the payment of      | such principal (and premium, if any)      |
| shall be discharged as provided in the Indenture hereinafter mentioned. The principal of (and premium, if any) are  | d interest on this bond will be paid at   |
| the office or agency maintained by the Company for that purpose (initially the corporate trust office of the Truste | e (as defined on the reverse hereof)) in  |
| the City and County of Los Angeles, State of California and, if Series XXX Bonds are issued in definitive certific  | cated form under the circumstances set    |
| forth in clause (2) of Section 4 of Article I of the Seventy-Second Supplemental Indenture (as defined on the revo  | erse hereof), at the office or agency     |
| maintained by the Company for such purpose in the Borough of Manhattan, City and County of New York, State          | of New York. Notwithstanding the          |
| foregoing, so long as the registered holder of this bond is a depositary (as defined in the Seventy-Second Suppler  | nental Indenture) or its nominee,         |
| payment of the principal of and premium, if any, and interest on this bond will be made by wire transfer of imme    | diately available funds; and, if the      |
| Series XXX Bonds are issued in definitive certificated form under the circumstances set forth in clause (2) of Sec  | ction 4 of Article I of the Seventy-      |
| Second Supplemental Indenture, the Company may at its option pay interest on the Series XXX Bonds in definiti       | ve certificated form by check mailed to   |
| the addresses of the persons entitled to payment or by wire transfer to bank accounts in the United States designa  | ted in writing to the Trustee at least 15 |
| days before the applicable Interest Payment Date by the persons entitled to such payment.                           | -   |

The provisions of this bond are continued on the reverse hereof and such continued provisions shall for all purposes have the same effect as though fully set forth at this place.

This bond shall not be valid or become obligatory for any purpose unless and until U.S. BANK NATIONAL ASSOCIATION, as Trustee under the Indenture, or its successor thereunder, shall have signed the certificate of authentication endorsed hereon.

| Dated:           | SAN DIEGO GAS & ELECTRIC COMPANY |
|------------------|----------------------------------|
|                  | By:<br>Name:<br>Title:           |
| (CORPORATE SEAL) |                                  |
| Attest:          |                                  |
| Name:<br>Title:  |                                  |
|                  | Δ_2                              |

IN WITNESS WHEREOF, SAN DIEGO GAS & ELECTRIC COMPANY has caused this instrument to be executed in its name by the signature or facsimile signature of its President or any Vice President and its corporate seal or a facsimile thereof to be hereto affixed and attested by the signature

or facsimile signature of its Secretary or any Assistant Secretary.

#### [REVERSE SIDE OF 3.000% FIRST MORTGAGE BOND, SERIES XXX, DUE 2032]

This bond is one of a duly authorized issue of bonds of the Company, known as its First Mortgage Bonds, of the series and designation indicated on the face hereof (the "Series XXX Bonds"), all issued and to be issued under and equally secured by a Mortgage and Deed of Trust dated July 1, 1940, and indentures supplemental thereto, including the Seventy-Second Supplemental Indenture (the "Seventy-Second Supplemental Indenture") dated as of March 11, 2022 (which Mortgage and Deed of Trust, as so amended and supplemented and as the same may be further amended or supplemented from time to time, is herein called the "Indenture"), executed by the Company to U.S. Bank National Association, as successor trustee (herein called, together with its successors in such capacity, the "Trustee"), to which Indenture reference is hereby made for a description of the property mortgaged, pledged, hypothecated and in which a security interest was granted, the nature and extent of the security, the rights of the holders of the Series XXX Bonds as to such security, and the terms and conditions upon which the Series XXX Bonds may be issued under the Indenture and are secured. The principal hereof may be declared or may become due on the conditions, in the manner and at the time set forth in the Indenture, upon the happening of a completed default (as defined in the Indenture) as in the Indenture provided. This Series XXX Bond is one of a series of Series XXX Bonds and is sometimes referred to as "this bond."

Interest on the Series XXX Bonds will be calculated on the basis of a 360-day year consisting of twelve 30-day months.

With the consent of the Company and to the extent permitted by and as provided in the Indenture, the rights and obligations of the Company or of the holders of the Series XXX Bonds, or the terms and provisions of the Indenture or of any indentures supplemental thereto, may be modified or altered by the affirmative vote of the holders of the percentage of principal amount of bonds required by the Indenture; *provided*, *however*, that without the consent of the holder hereof no such modification or alteration shall permit, among other things, the reduction of the principal or premium, if any, or the extension of the maturity of the principal of this bond, or the reduction of the rate of interest hereon, or any other modification of the terms of payment of such principal or premium, if any, or interest.

The Company, the Trustee, any paying agent, any registrar, and any depositary may deem and treat the person in whose name this bond is registered as the absolute owner hereof for the purpose of receiving payment of or on account of the principal hereof and premium, if any, and interest hereon and for all other purposes and shall not be affected by any notice to the contrary.

Prior to December 15, 2031 (the "Par Call Date"), the Company may redeem the Series XXX Bonds at the Company's option, in whole or in part, at any time and from time to time, at a redemption price (expressed as a percentage of principal amount and rounded to three decimal places) equal to the greater of:

(1)(a) the sum of the present values of the remaining scheduled payments of principal and interest thereon discounted to the redemption date (assuming the Series XXX Bonds matured on the Par Call Date) on a semi-annual basis (assuming a 360-day year consisting of twelve 30-day months) at the Treasury Rate plus 20 basis points less (b) interest accrued to the date of redemption, and

(2) 100% of the principal amount of the Series XXX Bonds to be redeemed,

plus, in either case, accrued and unpaid interest thereon to the redemption date.

On and after the Par Call Date, the Company may redeem the Series XXX Bonds at the Company's option, in whole or in part, at any time and from time to time, at a redemption price equal to 100% of the principal amount of the Series XXX Bonds being redeemed plus accrued and unpaid interest thereon to the redemption date.

Notwithstanding the foregoing, installments of interest on Series XXX Bonds that are due and payable on any Interest Payment Date falling on or prior to a redemption date will be payable on that Interest Payment Date to the registered holders thereof as of the close of business on the relevant record date according to the terms of the Series XXX Bonds and the Indenture.

Notice of any redemption will be mailed at least 30 days, but not more than 60 days, before the redemption date to each registered holder of the Series XXX Bonds to be redeemed. Once notice of redemption is mailed, the Series XXX Bonds called for redemption will become due and payable on the redemption date and at the applicable redemption price, plus accrued and unpaid interest to the redemption date, provided that the Company may rescind any notice of redemption by notice given not less than five days prior to the proposed redemption date. Redemption will not be conditional upon receipt by the Trustee of monies sufficient to pay the redemption price.

Unless the Company defaults in payment of the redemption price, on and after the redemption date interest will cease to accrue on the Series XXX Bonds or portions thereof called for redemption. The Company will pay the redemption price and any accrued interest once the Series XXX Bonds are surrendered for redemption. If only a portion of any Series XXX Bond is redeemed, the Trustee will deliver one or more new Series XXX Bonds for the remaining portion without charge.

"Treasury Rate" means, with respect to any redemption date, the yield determined by the Company in accordance with the following two paragraphs.

The Treasury Rate shall be determined by the Company after 4:15 p.m., New York City time (or after such time as yields on U.S. government securities are posted daily by the Board of Governors of the Federal Reserve System), on the third business day (as defined below) preceding the redemption date based upon the yield or yields for the most recent day that appear after such time on such day in the most recent statistical release published by the Board of Governors of the Federal Reserve System designated as "Selected Interest Rates (Daily)—H.15" (or any successor designation or publication) ("H.15") under the caption "U.S. government securities—Treasury constant maturities—Nominal" (or any successor caption or heading). In determining the Treasury Rate, the Company shall select, as applicable: (1) the yield for the Treasury constant maturity on H.15 exactly equal to the period from the redemption date to the Par Call Date (the "Remaining Life"); or (2) if there is no such Treasury constant maturity on H.15 exactly equal to the Remaining Life, the two yields — one yield corresponding to the Treasury constant maturity on H.15 immediately longer than the Remaining Life — and shall interpolate to the Par Call Date on a straight-line basis (using the actual number of days) using such yields and rounding the result to three decimal places; or (3) if there is no such Treasury constant maturity on H.15 shorter than or longer than the Remaining Life, the yield for the single Treasury constant maturity on H.15 closest to the Remaining Life. For purposes of this paragraph, the applicable Treasury constant maturity or maturities on H.15 shall be deemed to have a maturity date equal to the relevant number of months or years, as applicable, of such Treasury constant maturity from the redemption date. As used in this paragraph and the immediately succeeding paragraph, the term "business day" means any day (other than a Saturday or Sunday) on which banking institutions in The City of New York are not authorized or obligated by

If on the third business day preceding the redemption date H.15 or any successor designation or publication is no longer published, the Company shall calculate the Treasury Rate based on the rate per annum equal to the semi-annual equivalent yield to maturity at 11:00 a.m., New York City time, on the second business day preceding such redemption date of the United States Treasury security maturing on, or with a maturity that is closest to, the Par Call Date, as applicable. If there is no United States Treasury security maturing on the Par Call Date but there are two or more United States Treasury securities with a maturity date equally distant from the Par Call Date, one with a maturity date preceding the Par Call Date and one with a maturity date following the Par Call Date, the Company shall select the United States Treasury security with a maturity date preceding the Par Call Date. If there are two or more United States Treasury securities maturing on the Par Call Date or two or more United States Treasury securities meeting the criteria of the preceding sentence, the Company shall select from among these two or more United States Treasury securities the United States Treasury security that is trading closest to par based upon the average of the bid and asked prices for such United States Treasury securities at 11:00 a.m., New York City time. In determining the Treasury Rate in accordance with the terms of this paragraph, the semi-annual yield to maturity of the applicable United States Treasury security shall be based upon the average of the bid and asked prices (expressed as a percentage of principal amount) at 11:00 a.m., New York City time, of such United States Treasury security, and rounded to three decimal places.

The Company's actions and determinations in determining the redemption price shall be conclusive and binding for all purposes, absent manifest error. The Company will notify the Trustee of the redemption price promptly after the calculation thereof and the Trustee shall have no duty or obligation with respect to calculation of the redemption price.

In the event that the Company elects to redeem only a portion of the outstanding Series XXX Bonds, (a) the Series XXX Bonds to be redeemed shall be selected as provided in the Indenture and, in the case of Series XXX Bonds represented by a Global Security (as defined in the Seventy-Second Supplemental Indenture), in accordance with the procedures of The Depository Trust Company (or its successor as depositary) and (b) in the case of any Series XXX Bond being redeemed in part, the principal amount redeemed must be \$1,000 or an integral multiple of \$1,000 and the remaining principal amount must be an authorized denomination.

As more fully provided in and subject to the provisions of the Indenture, the Company will redeem the Series XXX Bonds in the event of the sale, release, taking by eminent domain or purchase by public authority of property constituting or including all or substantially all of the electric distribution system of the Company in the City of San Diego, all as more fully provided in the second paragraph of Section 13 of Article XI of the Indenture, in which event the Company will redeem Series XXX Bonds (in the principal amount determined pursuant to the second paragraph of Section 13 of Article XI of the Indenture) at a redemption price equal to 100% of the principal amount of the Series XXX Bonds being redeemed, plus accrued and unpaid interest on the Series XXX Bonds being redeemed to the applicable redemption date.

This bond is transferable as prescribed in the Indenture by the registered owner hereof in person, or by his duly authorized attorney, at the office or agency maintained by the Company for that purpose (initially the corporate trust office of the Trustee) in the City and County of Los Angeles, State of California, and, if Series XXX Bonds are issued in definitive certificated form under the circumstances set forth in clause (2) of Section 4 of Article I of the Seventy-Second Supplemental Indenture, at the office or agency maintained by the Company for such purpose in the Borough of Manhattan, City and County of New York, State of New York, upon surrender and cancellation of this bond and thereupon a new registered bond or bonds of the same series of authorized denominations and of a like aggregate principal amount, will be issued to the transferee in exchange herefor as provided in the Indenture, upon payment of any tax or taxes or other governmental charges required to be paid by the Company by reason of such transfer.

The registered owner of any Series XXX Bond, at the option of such holder, may surrender the same, accompanied by a written instrument of transfer in form approved by the Company duly executed by the registered owner, at the office or agency maintained by the Company for that purpose (initially the corporate trust office of the Trustee) in the City and County of Los Angeles, State of California and, if Series XXX Bonds are issued in definitive certificated form under the circumstances set forth in clause (2) of Section 4 of Article I of the Seventy-Second Supplemental Indenture, at the office or agency maintained by the Company for such purpose in the Borough of Manhattan, City and County of New York, State of New York, for cancellation in exchange for another or other registered bonds of the said series of higher or lower authorized denominations of an aggregate principal amount equal to the aggregate principal amount of the bond or bonds so surrendered and bearing interest as provided in Section 9 of Article II of the Indenture, and upon payment of any tax or taxes or other governmental charges required to be paid by the Company by reason of such exchange and subject to the terms and conditions specified in the Indenture, and thereupon the Company shall execute and deliver to the Trustee and the Trustee shall authenticate and deliver such other bonds to such registered owner at its office or at such office or agency of the Company, at the option of such registered owner.

No recourse shall be had for the payment of the principal of (or premium, if any) or the interest on this bond, or any part thereof, or of any claim based hereon or in respect hereof or of said Indenture, against any incorporator, or any past or future stockholder, officer or director, as such, of the Company or of any predecessor or successor corporation, either directly or through the Company, or through any such predecessor or successor corporation, or through any receiver or a trustee in bankruptcy, whether by virtue of any constitution, statute or rule of law or by the enforcement of any assessment or penalty or otherwise, all such liability being, by the acceptance hereof and as part of the consideration for the issue hereof, expressly waived and released, as more fully provided in the Indenture.

In any case where any Interest Payment Date, any redemption date or the final maturity date of the Series XXX Bonds shall not be a Business Day at any Place of Payment (as those terms are defined in the next sentence), then payment of the principal, premium, if any, and interest due on such Interest Payment Date, redemption date or final maturity date, as the case may be, need not be made at such Place of Payment on such date, but may be made on the next succeeding Business Day at such Place of Payment with the same force and effect as if made on such Interest Payment Date, redemption date or final maturity date, as the case may be, and, in that case, no interest will accrue on the amount payable for the period from and after such Interest Payment Date, redemption date or final maturity date, as the case may be. As used in the immediately preceding sentence, "Place of Payment" means the City and County of Los Angeles, State of California and any other place or places where the Company may from time to time maintain an office or agency where Series XXX Bonds may be presented for payment, and "Business Day," when used with respect to any Place of Payment, means a day other than (i) a Saturday or a Sunday or (ii) a day on which banking institutions in that Place of Payment are authorized or obligated by law or executive order to remain closed.

This Series XXX Bond shall be governed by and construed in accordance with the laws of the State of California, without regard (to the extent permitted by applicable law) to conflicts of laws principles thereof.

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This bond is one of the bonds of the series designated therein, described in the within-mentioned Indenture.

| U.S. BANK NATIONAL ASSOCIATION, |
|---------------------------------|
| As Trustee                      |
| By:                             |
| Authorized Officer              |
| Date of Authentication:         |

RECORDING REQUESTED BY
AND WHEN RECORDED MAIL TO:
U.S. BANK NATIONAL ASSOCIATION
633 W. FIFTH STREET, 24th FLOOR
LOS ANGELES, CA 90071
ATTN: GLOBAL CORPORATE TRUST

Index as a UCC Filing and an Indenture
This is a Security Agreement and a Mortgage of Chattels
as well as a Mortgage of Real Estate and Other Property

### SEVENTY-THIRD SUPPLEMENTAL INDENTURE

**FROM** 

SAN DIEGO GAS & ELECTRIC COMPANY

TO

U.S. BANK NATIONAL ASSOCIATION, as Trustee

\*\*\*\*\*\*

Dated as of March 11, 2022

# THIS SEVENTY-THIRD SUPPLEMENTAL INDENTURE IS A SECURITY AGREEMENT AND A MORTGAGE OF CHATTELS AS WELL AS A MORTGAGE OF REAL ESTATE AND OTHER PROPERTY

THIS SEVENTY-THIRD SUPPLEMENTAL INDENTURE, dated as of March 11, 2022, by and between SAN DIEGO GAS & ELECTRIC COMPANY, a corporation duly organized and existing under and by virtue of the laws of the State of California, having its principal office in that State in the City of San Diego (the "Company"), and U.S. BANK NATIONAL ASSOCIATION, a banking association duly organized under an act known as the "National Bank Act," of the United States of America, having a corporate trust office in the City of Los Angeles, State of California, as Trustee (the "Trustee").

WHEREAS, the Company executed and delivered a Mortgage and Deed of Trust (the "Original Indenture"), dated July 1, 1940, to The Bank of California, National Association, as predecessor trustee to Bankers Trust Company of California, National Association, as predecessor trustee to First Trust of California, National Association, (subsequently renamed U.S. Bank Trust National Association) as predecessor trustee to the Trustee, to secure payment of the principal of and the interest on all bonds of the Company at any time outstanding thereunder according to their tenor and effect, and to provide the terms and provisions with respect to its First Mortgage Bonds, 3 3/8% Series due July 1, 1970, issued in the aggregate principal amount of \$16,000,000 and heretofore retired; and

WHEREAS, the Company executed and delivered to the then current trustee, a First Supplemental Indenture dated as of December 1, 1946, a Second Supplemental Indenture dated as of March 1, 1948, a Third Supplemental Indenture dated as of April 1, 1952, a Fourth Supplemental Indenture dated as of April 1, 1954, a Fifth Supplemental Indenture dated as of October 1, 1955, a Sixth Supplemental Indenture dated as of October 1, 1957, a Seventh Supplemental Indenture dated as of October 1, 1960, an Eighth Supplemental Indenture dated as of March 1, 1967, a Tenth Supplemental Indenture dated as of December 1, 1968, an Eleventh Supplemental Indenture dated as of February 1, 1970, a Twelfth Supplemental Indenture dated as of September 1, 1971, a Thirteenth Supplemental Indenture dated as of January 15, 1974, a Fourteenth Supplemental Indenture dated as of December 15, 1974, a Fifteenth Supplemental Indenture dated as of May 1, 1975, a Seventeenth Supplemental Indenture dated as of July 15, 1976, an Eighteenth Supplemental Indenture dated as of March 15, 1977, a Nineteenth Supplemental Indenture dated as of May 1, 1978, a Twentieth Supplemental Indenture dated as of March 15, 1980, a Twenty-First Supplemental Indenture dated as of August 1, 1980, a Twenty-Second Supplemental Indenture dated as of July 15, 1981, a Twenty-Third Supplemental Indenture dated as of January 15, 1982, a Twenty-Fourth Supplemental Indenture dated as of August 16, 1982, a Twenty-Fifth Supplemental Indenture dated as of August 16, 1982, a Twenty-Sixth Supplemental Indenture dated as of August 16, 1982, a Twenty-Seventh Supplemental Indenture dated as of June 1, 1983, a Twenty-Eighth Supplemental Indenture dated as of July 15, 1983, a Twenty-Ninth Supplemental Indenture dated as of September 1, 1983, a Thirty-First Supplemental Indenture dated as of May 1, 1984, a Thirty-Second Supplemental Indenture dated as of December 1, 1984, a Thirty-Third Supplemental Indenture dated as of September 1, 1985, a Thirty-Fourth Supplemental Indenture dated as of December 1, 1985, a Thirty-Fifth Supplemental Indenture dated as of July 1, 1986, a Thirty-Sixth Supplemental Indenture dated as of December 1, 1986, a Thirty-Seventh Supplemental Indenture dated as of September 1, 1987, a Thirty-Eighth Supplemental Indenture dated as of April 15, 1990, a Thirty-Ninth Supplemental Indenture dated as of December 1, 1991, a Fortieth Supplemental Indenture dated as of April 1, 1992, a Forty-First Supplemental Indenture dated as of June 15, 1992, a Forty-Second Supplemental Indenture dated as of September 1, 1992, a Forty-Third Supplemental Indenture dated as of December 1, 1992, a Forty-Fourth Supplemental Indenture dated as of April 1, 1993, a Forty-Fifth Supplemental Indenture dated as of June 1, 1993, a Forty-Sixth Supplemental Indenture dated as of July 1, 1993, a Forty-Seventh Supplemental Indenture dated as of June 1, 1995, a Forty-Eighth Supplemental Indenture dated as of June 1, 1995, a Forty-Ninth Supplemental Indenture dated as of June 1, 2004, a Fiftieth Supplemental Indenture dated as of May 19, 2005, a Fifty-First Supplemental Indenture dated as of November 17, 2005, a Fifty-Second Supplemental Indenture dated as of June 8, 2006, a Fifty-Third Supplemental Indenture dated as of September 1, 2006, a Fifty-Fourth Supplemental Indenture dated as of September 20, 2007, a Fifty-Fifth Supplemental Indenture dated as of May 14, 2009, a Fifty-Sixth Supplemental Indenture dated as of May 13, 2010, a Fifty-Seventh Supplemental Indenture dated as of August 26, 2010, a Fifty-Eighth Supplemental Indenture dated as of August 18, 2011, a Fifty-Ninth Supplemental Indenture dated as of October 6, 2011, a Sixtieth Supplemental Indenture dated as of November 17, 2011, a Sixty-First Supplemental Indenture dated as of March 22, 2012, a Sixty-Second Supplemental Indenture dated as of September 9, 2013, a Sixty-Third Supplemental Indenture dated as of March 12, 2015, a Sixty-Fourth Supplemental Indenture dated as of March 12,

2015, a Sixty-Fifth Supplemental Indenture dated May 19, 2016, a Sixty-Sixth Supplemental Indenture dated as of June 8, 2017, a Sixty-Seventh Supplemental Indenture dated as of May 17, 2018, a Sixty-Eighth Supplemental Indenture dated as of May 31, 2019, a Sixty-Ninth Supplemental Indenture dated as of April 7, 2020, a Seventieth Supplemental Indenture dated as of September 28, 2020 and a Seventy-First Supplemental Indenture dated as of August 13, 2021, whereby, among other things, the Company set forth certain of the particulars of the Bonds of series designated "First Mortgage Bonds, 2 3/4% Series due December 1, 1981" issued in the aggregate principal amount of \$2,800,000, "First Mortgage Bonds, Series C due 1978" issued in the aggregate principal amount of \$10,000,000, "First Mortgage Bonds, Series D due 1982" issued in the aggregate principal amount of \$12,000,000, "First Mortgage Bonds, Series E due 1984" issued in the aggregate principal amount of \$17,000,000, "First Mortgage Bonds, Series F due 1985" issued in the aggregate principal amount of \$18,000,000, "First Mortgage Bonds, Series G due 1987" issued in the aggregate principal amount of \$12,000,000, "First Mortgage Bonds, Series H due 1990" issued in the aggregate principal amount of \$30,000,000, "First Mortgage Bonds, Series I due 1997" issued in the aggregate principal amount of \$25,000,000, "First Mortgage Bonds, Series J due 1998" issued in the aggregate principal amount of \$35,000,000, "First Mortgage Bonds, Series K due 2000" issued in the aggregate principal amount of \$40,000,000, "First Mortgage Boards, Series L due 2001" issued in the aggregate principal amount of \$45,000,000, "First Mortgage Bonds, Series M due 2004" issued in the aggregate principal amount of \$75,000,000, "First Mortgage Bonds, Series N due 1979" issued in the aggregate principal amount of \$50,000,000, "First Mortgage Bonds, Series O due 1982" issued in the aggregate principal amount of \$40,000,000, "First Mortgage Bonds, Series P due 2006" issued in the aggregate principal amount of \$45,000,000, "First Mortgage Bonds, Series Q due 2007" issued in the aggregate principal amount of \$50,000,000, "First Mortgage Bonds, Series R due 2008" issued in the aggregate principal amount of \$50,000,000, "First Mortgage Bonds, Series S due 2010" issued in the aggregate principal amount of \$50,000,000, "First Mortgage Bonds, Series T due 2010" issued in the aggregate principal amount of \$75,000,000, "First Mortgage Bonds, Series U-1 due 1984, and U-2 due 1994" issued in the aggregate principal amount of \$6,567,000 for Series U-1 and \$13,268,000 for Series U-2, "First Mortgage Bonds, Series V due 2011" issued in the aggregate amount of \$50,000,000, "First Mortgage Bonds, Series W due 1988" issued in the aggregate principal amount of \$40,000,000, "First Mortgage Bonds, Series X due 1987" issued in the aggregate principal amount of \$20,000,000, "First Mortgage Bonds, Series Y due 1987" issued in the aggregate principal amount of \$15,000,000, "First Mortgage Bonds, Series Z, due 2013" issued in the aggregate principal amount of \$65,000,000, "First Mortgage Bonds, Series AA, due 2018" issued in the aggregate principal amount of \$150,000,000, "First Mortgage Bonds, Series BB, due 2018" issued in the aggregate principal amount of \$150,000,000, "First Mortgage Bonds, Series CC, due 2008" issued in the aggregate principal amount of \$53,000,000, "First Mortgage Bonds Series DD, due 2008" issued in the aggregate principal amount of \$27,000,000, "First Mortgage Bonds, Series EE, due 2015" issued in the aggregate principal amount of \$100,000,000, "First Mortgage Bonds, Series FF, due 2007" issued in the aggregate principal amount of \$35,000,000, "First Mortgage Bonds, Series GG, due 2021" issued in the aggregate principal amount of \$44,250,000, "First Mortgage Bonds, Series HH, due 2021" issued in the aggregate principal amount of \$81,350,000, "First Mortgage Bonds, Series II due 2023" issued in the aggregate principal amount of \$25,000,000, "First Mortgage Bonds, Series JJ, due 2015" issued in the aggregate principal amount of \$100,000,000, "First Mortgage Bonds, Series KK, due 2015" issued in the aggregate principal amount of \$14,400,000, "First Mortgage Bonds, Series LL, due 2022" issued in the aggregate principal amount of \$60,000,000, "First Mortgage Bonds, Series MM due 2002" issued in the aggregate principal amount of \$80,000,000, "First Mortgage Bonds, Series NN" issued in the aggregate principal amount of \$118,615,000, "First Mortgage Bonds, Series OO due 2027" issued in the aggregate principal amount of \$250,000,000, "First Mortgage Bonds, Series PP, due 2018" issued in the aggregate principal amount of \$70,795,000, "First Mortgage Bonds, Series QQ, due 2018" issued in the aggregate principal amount of \$14,915,000, "First Mortgage Bonds, Series RR, due 2021" issued in the aggregate principal amount of \$60,000,000, "First Mortgage Bonds, Series SS, due 2018" issued in the aggregate principal amount of \$92,945,000, "First Mortgage Bonds, Series TT due 2020" issued in the aggregate principal amount of \$57,650,000, "First Mortgage Bonds, Series UU due 2020" issued in the aggregate principal amount of \$16,700,000, "First Mortgage Bonds, Series VV due 2034" issued in the aggregate principal amount of \$43,615,000, "First Mortgage Bonds, Series WW due 2034" issued in the aggregate principal amount of \$40,000,000, "First Mortgage Bonds, Series XX due 2034" issued in the aggregate principal amount of \$35,000,000, "First Mortgage Bonds, Series YY due 2034" issued in the aggregate principal amount of \$24,000,000, "First Mortgage Bonds, Series ZZ due 2034" issued in the aggregate principal amount of \$33,650,000, "First Mortgage Bonds, Series AAA due 2039" issued in the aggregate principal amount of \$75,000,000, "First Mortgage Bonds, Series BBB due 2035" issued in the aggregate principal amount of \$250,000,000, "First Mortgage Bonds, Series CCC due 2015" issued in the aggregate principal amount of \$250,000,000, "First Mortgage Bonds, Series DDD due 2026" issued in the aggregate principal amount of \$250,000,000, "First Mortgage Bonds, Series EEE due 2018" issued in the aggregate principal amount of \$161,240,000, "First Mortgage Bonds, Series FFF due 2037"

issued in the aggregate principal amount of \$250,000,000, "First Mortgage Bonds, Series GGG due 2039" issued in the aggregate principal amount of \$300,000,000, "First Mortgage Bonds, Series HHH due 2040" issued in the aggregate principal amount of \$250,000,000, "First Mortgage Bonds, Series III due 2040" issued in the aggregate principal amount of \$500,000,000, "First Mortgage Bonds, Series JJJ due 2021" issued in the aggregate principal amount of \$350,000,000, "First Mortgage Bonds, Series LLL due 2041" issued in the aggregate principal amount of \$250,000,000, "First Mortgage Bonds, Series MMM due 2042" issued in the aggregate principal amount of \$250,000,000, "First Mortgage Bonds, Series NNN due 2023" issued in the aggregate principal amount of \$450,000,000, "Floating Rate First Mortgage Bonds, Series OOO due 2017" issued in the aggregate principal amount of \$140,000,000, "Amortizing First Mortgage Bonds, Series PPP due 2022" issued in the aggregate principal amount of \$250,000,000, "First Mortgage Bonds, Series QQQ due 2026" issued in the aggregate principal amount of \$500,000,000, "First Mortgage Bonds, Series RRR due 2047" issued in the aggregate principal amount of \$400,000,000, "First Mortgage Bonds, Series SSS due 2048" issued in the aggregate principal amount of \$400,000,000, "First Mortgage Bonds, Series TTT due 2049" issued in the aggregate principal amount of \$400,000,000, "First Mortgage Bonds, Series UUU due 2050" issued in the aggregate principal amount of \$400,000,000, "First Mortgage Bonds, Series VVV due 2030" issued in the aggregate principal amount of \$800,000,000 and "Green First Mortgage Bonds, Series WWW due 2051" issued in the aggregate principal amount of \$750,000,000, respectively, all of which First Mortgage Bonds have heretofore been retired or redeemed, except the Series BBB due 2035, the Series DDD due 2026, the Series FFF due 2037, the Series GGG due 2039, the Series HHH due 2040, the Series III due 2040, the Series LLL due 2041, the Series MMM due 2042, the Series NNN due 2023, the Series QQQ due 2026, the Series RRR due 2047, the Series SSS due 2048, the Series TTT due 2049, the Series UUU due 2050, the Series VVV due 2030 and the Series WWW due 2051, which are presently issued and outstanding; and

WHEREAS, certain of the provisions of the Original Indenture have been amended by the aforesaid Second and Tenth Supplemental Indentures, a Ninth Supplemental Indenture dated as of August 1, 1968 and a Sixteenth Supplemental Indenture dated August 28, 1975; and

WHEREAS, the Original Indenture and each of said Supplemental Indentures have been recorded in the Official Records of the Recorders of the Counties of San Diego, Orange, Riverside, and Imperial in the State of California, the Counties of Yuma and Maricopa in the State of Arizona and the County of Clark in the State of Nevada, as follows:

|                               |                     | Counties of   |               |               |               |  |  |
|-------------------------------|---------------------|---------------|---------------|---------------|---------------|--|--|
| <u>Document</u>               | Official<br>Records | San Diego     | Orange        | Riverside     | Imperial      |  |  |
| Original Indenture            | Book                | 1087          | 1062          | 1765          | 1369          |  |  |
|                               | Page                | 1             | 300           | 364           | 232           |  |  |
|                               | Date                | Oct. 10, 1940 | Oct. 10, 1940 | July 13, 1955 | Nov. 22, 1974 |  |  |
| First Supplemental Indenture  | Book                | 2321          | 1506          | 1765          | 1369          |  |  |
|                               | Page                | 48            | 472           | 499           | 332           |  |  |
|                               | Date                | Jan. 2, 1947  | Jan. 9, 1947  | July 13, 1955 | Nov. 22, 1974 |  |  |
| Second Supplemental Indenture | Book                | 2537          | 1616          |               |               |  |  |
|                               | Page                | 363           | 190           | 1765 448      | 1369 343      |  |  |
|                               | Date                | Mar. 16, 1948 | Mar. 15, 1948 | July 13, 1955 | Nov. 22, 1974 |  |  |
| Third Supplemental Indenture  | Book                | 4424          | 2311          | -             |               |  |  |
|                               | Page                | 535           | 116           | 1765 475      | 1369 370      |  |  |
|                               | Date                | Apr. 3, 1952  | Apr. 3, 1952  | July 13, 1955 | Nov. 22, 1974 |  |  |
| Fourth Supplemental Indenture | Book                | 5193          | 2701          |               |               |  |  |
|                               | Page                | 217           | 153           | 1765 336      | 1369 409      |  |  |
|                               | Date                | Apr. 2, 1954  | Apr. 2, 1954  | July 13, 1955 | Nov. 22, 1974 |  |  |
| Fifth Supplemental Indenture  | Book                | 5893          | 3304          | 1829          |               |  |  |
|                               | Page                | 291           | 205           | 3             | 2369 456      |  |  |
|                               | Date                | Dec. 5, 1955  | Dec. 5, 1955  | Dec. 5, 1955  | Nov. 22, 1974 |  |  |
|                               | Date                | Dec. 5, 1955  | Dec. 5, 1955  | Dec. 5, 1955  | Nov. 22, 1974 |  |  |

| Document   | Official<br>Records | San Diego       | Orange         | Riverside      | Imperial      |
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| Sixth Supplemental Indenture   | Book                | 6829            | 4099           | 2175           | 1369          |
| The state of the s | Page                | 390             | 109            | 538            | 492           |
|  | Date                | Nov. 12, 1957   | Nov. 12, 1957  | Nov. 12, 1957  | Nov. 22, 1974 |
| Seventh Supplemental Indenture   | Book                | 1960 Series 1   | 5455           | 2780           | 1369          |
|  | Page                | File No. 202061 | 385            | 3              | 541           |
|  | Date                | Oct. 10, 1960   | Oct. 10, 1960  | Oct. 10, 1960  | Nov. 22, 1974 |
| Eighth Supplemental Indenture  | Book                | 1967 Series 8   | 8197           | Endorsement    | 1369          |
| 2.8 oupprement machine   | Page                | File No. 33860  | 129            | No. 20925      | 618           |
|  | Date                | Mar. 13, 1967   | Mar. 13, 1967  | Mar. 13, 1967  | Nov. 22, 1974 |
| Ninth Supplemental Indenture   | Book                | 1/141/ 15, 150/ | 8691           | 1/141/15, 150/ | , ,           |
|  | Page                | 1968 Series 9   | 69             |                | 1369          |
|  | Doc. No.            | 138926          | 9816           | 78781          | 694           |
|  | Date                | Aug. 14, 1968   | Aug. 14, 1968  | Aug. 14, 1968  | Nov. 22, 1974 |
| Tenth Supplemental Indenture   | Book                | <i>y</i>        | ,              | <i>y</i>       | ,             |
|  | Page                | 1968 Series 9   | 8810           | Endorsement    | 1369          |
|  | Doc. No.            | 215131          | 375            | No. 119982     | 706           |
|  | Date                | Dec. 9, 1968    | Dec. 9, 1968   | Dec. 9, 1968   | Nov. 22, 1974 |
| Eleventh Supplemental Indenture  | Book                |                 |                | ,              |               |
| 11   | Page                | 1970            | 9217           | Endorsement    | 1369          |
|  | Doc. No.            | 27782           | 516            | No. 14780      | 725           |
|  | Date                | Feb. 16, 1970   | Feb. 16, 1970  | Feb. 16, 1970  | Nov. 22, 1974 |
| Twelfth Supplemental Indenture   | Book                | File/Page       | 9810           | Endorsement    | 1369          |
|  | Page                | No. 212688      | 539            | No. 106508     | 744           |
|  | Date                | Sept. 20, 1971  | Sept. 20, 1971 | Sept. 20, 1971 | Nov. 22, 1974 |
| Thirteenth Supplemental Indenture  | Book                | File/Page       | 11055          | Endorsement    | 1369          |
|  | Page                | No. 74-006878   | 1              | No. 3853       | 763           |
|  | Date                | Jan. 10, 1974   | Jan. 10, 1974  | Jan. 10, 1974  | Nov. 22, 1974 |
| Fourteenth Supplemental Indenture  | Book                | File/Page       | 11303          | Endorsement    | 1369          |
|  | Page                | No. 74-322156   | 458            | No. 157219     | 1689          |
|  | Date                | Dec. 11, 1974   | Dec. 11, 1974  | Dec. 11, 1974  | Dec. 11, 1974 |
| Fifteenth Supplemental Indenture   | Book                | File/Page       | 11395          | Instrument     | 1374          |
|  | Page                | No. 755-108612  | 1879           | No. 52617      | 809           |
|  | Date                | May 7, 1975     | May 7, 1975    | May 7, 1975    | May 7, 1975   |
| Sixteenth Supplemental Indenture   | Book                | File/Page       | 11500          | Instrument     | 1378          |
|  | Page                | No. 75-235624   | 1620           | No. 107732     | 952           |
|  | Date                | Sept. 2, 1975   | Sept. 2, 1975  | Sept. 3, 1975  | Sept. 2, 1975 |
| Seventeenth Supplemental Indenture   | Book                | File/Page       | 11815          | Instrument     | 1389          |
|  | Page                | No. 76-224493   | 640            | No. 103484     | 687           |
|  | Date                | July 16, 1976   | July 16, 1976  | July 16, 1976  | July 16, 1976 |
| Eighteenth Supplemental Indenture  | Book                | File/Page       | 12110          | Instrument     | 1398          |
|  | Page                | No. 77-100483   | 58             | No. 45619      | 1675          |
|  | Date                | Mar. 18, 1977   | Mar. 18, 1977  | Mar. 18, 1977  | Mar. 18, 1977 |
| Nineteenth Supplemental Indenture  | Book                | File/Page       | 12672          | Instrument     | 1415          |
|  | Page                | No. 78-194210   | 1803-1822      | No. 94450      | 1638          |
|  | Date                | May 12, 1978    | May 12, 1978   | May 12, 1978   | May 12, 1978  |

Counties of

|  |                     |                            |                            | Counties of                |                                       |
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| Document                               | Official<br>Records | San Diego                  | Orange                     | Riverside                  | Imperial                              |
| Twentieth Supplemental Indenture       | Book                | -<br>File/Page             |                            | Instrument                 | 1448                                  |
| ••                                     | Page                | No. 80-082569              | 13530                      | No. 47195                  | 1221                                  |
|  | Date                | Mar. 11, 1980              | 722 Mar. 11,1980           | Mar. 11, 1980              | Mar. 11, 1980                         |
| Twenty-First Supplemental Indenture    | Book                | File/Page                  |                            | Instrument                 | 1455                                  |
|  | Page                | No. 80-245100              | 13687                      | No. 139349                 | 1660                                  |
|  | Date                | Aug. 1, 1980               | 349 Aug. 1, 1980           | Aug. 1, 1980               | Aug. 1, 1980                          |
| Twenty-Second Supplemental Indenture   | Book                | File/Page                  | Instrument                 | Instrument                 | 1472                                  |
|  | Page                | No. 81-22576               | No. 24605                  | No. 135815                 | 508                                   |
|  | Date                | July 17, 1981              | July 17, 1981              | July 17, 1981              | July 17, 1981                         |
| Twenty-Third Supplemental Indenture    | Book                | File/Page                  | Instrument                 | Instrument                 | 1479                                  |
|  | Page                | No. 82-02387               | No. 82-031423              | No. 16093                  | 1714                                  |
|  | Date                | Jan. 27, 1982              | Jan. 27, 1982              | Jan. 27, 1982              | Jan. 27, 1982                         |
| Twenty-Fourth Supplemental Indenture   | Book                | File/Page                  | File/Page                  | File/Page                  | 1 100                                 |
|  | Page                | No. 82-257258              | No. 82-291894              | No. 82/143370212           | 1489                                  |
|  | Date                | Aug. 19, 1982              | Aug. 19, 1982              | Aug. 19, 1982              | Aug. 19, 1982                         |
| Twenty-Fifth Supplemental Indenture    | Book                | File/Page                  | File/Page                  | File/Page                  | 1489                                  |
|  | Page                | No. 82-257259              | No. 82-291895              | No. 82-143371              | 236                                   |
|  | Date                | Aug. 19, 1982              | Aug. 19, 1982              | Aug. 19, 1982              | Aug. 19, 1982                         |
| Twenty-Sixth Supplemental Indenture    | Book                | File/Page                  | File/Page                  | File/Page                  | 1489                                  |
|  | Page                | No. 82-257260              | No. 82-291896              | No. 82/143372260           | Aug. 19, 1982                         |
| Twenty-Seventh Supplemental Indenture  | Date                | Aug. 19, 1982<br>File/Page | Aug. 19, 1982<br>File/Page | Aug. 19, 1982<br>File/Page | 1503                                  |
| Twenty-Seventii Supplementai indenture | Book<br>Page        | No. 83-200545              | No. 83-253901              | No. 118670                 | 743                                   |
|  | Page<br>Date        | June 15, 1983              | June 15, 1983              | June 15, 1983              | June 15, 1983                         |
| Twenty-Eighth Supplemental Indenture   | Book                | File/Page                  | File/Page                  | File/Page                  | 1505                                  |
| Twenty Digital Supplemental Indentale  | Page                | No. 83-252396              | No. 83-316224              | No. 147671                 | 583                                   |
|  | Date                | July 22, 1983              | July 22, 1983              | July 22, 1983              | July 22, 1983                         |
| Twenty-Ninth Supplemental Indenture    | Book                | File/Page                  | File/Page                  | File/Page                  | 1508                                  |
| Themy Timus Supplemental Indental      | Page                | No. 83-339007              | No. 83-417956              | 194083                     | 1425                                  |
|  | Date                | Sept. 22, 1983             | Sept. 22, 1983             | Sept. 22, 1983             | Sept. 22, 1983                        |
|  | Date                | 3cp.: <b>==</b> , 1333     | 5cpt. <b>22</b> , 1565     | ,                          | , , , , , , , , , , , , , , , , , , , |
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| Supplemental Indenture Consisting of   | Book                | Docket 1352                | тапсора                    |                            |                                       |
| Original and Twenty-Nine Supplemental  | Page                | 272-1002                   |                            |                            |                                       |
| Indentures thereto                     | Book                | Docket 1353                | File No.                   |                            |                                       |
|  | Page                | 1-264                      | 83-399354                  |                            |                                       |
|  | Date                | Sept. 28, 1983             | Oct. 3, 1983               |                            |                                       |
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| <u>Document</u>                        | Official<br>Records  | San Diego                           | Orange                                      | Riverside                       | Imperial                          | Yuma                                  | Maricopa                            |
| Thirty-First Supplemental Indenture    | Book<br>Page<br>Date | File/Page<br>84-161897<br>5/2/84    | File/Page<br>84-180870<br>5/2/84<br>4/30/84 | File/Page<br>92011<br>5/2/84    | 1520<br>1552<br>4/30/84           | Docket<br>1382<br>743-761             | File No.<br>84-186813<br>5/2/84     |
| Thirty- Second Supplemental Indenture  | Book<br>Page<br>Date | File/Page<br>84-466428<br>12/14/84  | File/Page<br>84-517843<br>12/14/84          | File/Page<br>267452<br>12/14/84 | 1533 753<br>12/14/84              | Docket<br>1413<br>216-235<br>12/14/84 | File No.<br>84-537706<br>12/14/84   |
| Thirty-Third Supplemental Indenture    | Book<br>Page<br>Date | File/Page<br>85-323210<br>9/4/85    | File/Page<br>85-333505<br>9/4/85            | File/Page<br>198810<br>9/4/85   | 1546 708<br>9/4/85                | Docket<br>1450<br>816<br>9/4/85       | File No.<br>85-418309<br>9/4/85     |
| Thirty-Fourth Supplemental Indenture   | Book<br>Page<br>Date | File/Page<br>85-42465<br>12/2/85    | File/Page<br>85-481794<br>12/2/85           | File/Page<br>270136<br>12/2/85  | 1550 1573<br>12/3/85              | Docket<br>1463<br>215<br>12/3/85      | File No.<br>85-568874<br>12/2/85    |
| Thirty-Fifth Supplemental Indenture    | Book<br>Page<br>Date | File/Page<br>86-279922<br>7/8/86    | File/Page<br>86-290957<br>7/8/86            | File/Page<br>158161<br>7/8/86   | 1562 549<br>7/8/86                | Docket<br>1491<br>639-657<br>7/8/86   | File No.<br>86-347412<br>7/8/86     |
| Thirty-Sixth Supplemental Indenture    | Book<br>Page<br>Date | File/Page<br>86-576027<br>12/10/86  | File/Page<br>86-606666<br>12/10/86          | File/Page<br>314771<br>12/10/86 | 1571 240<br>12/10/86              | Docket<br>1512<br>5-24<br>12/10/86    | File/Page<br>86-680502<br>12/10/86  |
| Thirty- Seventh Supplemental Indenture | Book<br>Page<br>Date | File/Page<br>87-532270<br>9/21/87   | File/Page<br>87-530266<br>9/21/87           | File/Page<br>273181<br>9/21/87  | 1588 844<br>9/21/87               | Docket<br>1555<br>844<br>9/21/87      | File/Page<br>87-585903<br>9/21/87   |
| Thirty-Eighth Supplemental Indenture   | Book<br>Page<br>Date | File/Page<br>90-217585<br>4/23/90   | File/Page<br>90-212277<br>4/23/90           | File/Page<br>146794<br>4/23/90  | 1646 1280<br>4/23/90              | Docket<br>1686<br>92-120<br>4/23/90   | File/Page<br>90-176460<br>4/23/90   |
| Thirty-Ninth Supplemental Indenture    | Book<br>Page<br>Date | File/Page<br>91-632073<br>12/09/91  | File/Page<br>91-674397<br>12/09/91          | File/Page<br>425578<br>12/09/91 | 1687 743<br>12/09/91              | Docket<br>1771<br>711-728<br>12/09/91 | File/Page<br>91-0574751<br>12/09/91 |
| Fortieth Supplemental Indenture        | Book<br>Page<br>Date | File/Page<br>92-185636<br>4/1/92    | File/Page<br>92-202372<br>4/1/92            | File/Page<br>115201<br>4/1/92   | Book/Page<br>92-06577<br>4/1/92   | Docket<br>1790<br>954-970<br>4/1/92   | File/Page<br>92-0169646<br>4/1/92   |
| Forty-First Supplemental Indenture     | Book<br>Page<br>Date | File/Page<br>92-0363471<br>6/11/92  | File/Page<br>92-393790<br>6/11/92           | File/Page<br>214904<br>6/11/92  | Book/Page<br>92-011833<br>6/11/92 | Docket<br>1804<br>73-88<br>6/11/92    | File/Page<br>92-0317072<br>6/11/92  |
| orty-Second Supplemental Indenture     | Book<br>Page<br>Date | File/Page<br>92-0650893<br>10/13/92 | File/Page<br>92-692066<br>10/13/92          | File/Page<br>384167<br>10/13/92 | Book/Page<br>92-21988<br>10/13/92 | Docket<br>1824<br>670-689<br>10/13/92 | File/Page<br>92-0575062<br>10/13/92 |
| Forty-Third Supplemental Indenture     | Book<br>Page<br>Date | File/Page<br>92-0788665<br>12/9/92  | File/Page<br>92-845626<br>12/10/92          | File/Page<br>471625<br>12/10/92 | Book/Page<br>92-27082<br>12/9/92  | Docket<br>1834<br>187-206<br>12/9/92  | File/Page<br>92-0700568<br>12/9/92  |

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| Document                        | Official<br>Records | San Diego              | Orange                     | Riverside                | Imperial            | Yuma                | Maricopa                 |
| Forty-Fourth Supplemental       | Book                | File/Page              | File/Page                  | File/Page                | Book/Page           | Docket              | File/Page                |
| Indenture                       | Page                | 93-0257065             | 93-0277892                 | 153382                   | 93-009487           | 1859 Fee 09300      | 93-0246725               |
|                                 | Date                | 4/27/93                | 4/27/93                    | 4/27/93                  | 4/27/93             | 4/27/93             | 4/26/93                  |
| Forty-Fifth Supplemental        | Book                | File/Page              | File/Page                  | File/Page                | Book/Page           |                     | File/Page                |
| Indenture                       | Page                | 93-0395609             | 93-0420127                 | 239922                   | 93-14224            | Docket Fee          | 93-0403060               |
|                                 | Date                | 6/23/93                | 6/23/93                    | 6/23/93                  | 6/23/93             | 14413 6/23/93       | 6/23/93                  |
| Forty-Sixth Supplemental        | Book                | File/Page              | File/Page                  | File/Page                | Book/Page           |                     | File/Page                |
| Indenture                       | Page                | 93-0474705             | 93-0496100                 | 288868                   | 93-17399            | Docket Fee          | 93-0487598               |
|                                 | Date                | 7/26/93                | 7/26/93                    | 7/27/93                  | 7/27/93             | 17163 7/27/93       | 7/27/93                  |
| Forty-Seventh Supplemental      | Book                | File/Page              | File/Page                  | File/Page                | Book/Page           | Docket              | File/Page                |
| Indenture                       | Page                | 95-0230457             | 95-0232951                 | 175604                   | 95-11739            | 246-264             | 95-0313576               |
|                                 | Date                | 6/01/95                | 6/01/95                    | 6/01/95                  | 6/01/95             | 6/01/95             | 6/01/95                  |
| Forty-Eighth Supplemental       | Book                | File/Page              | File/Page                  | File/Page                | Book/Page           | Docket              | File/Page                |
| Indenture                       | Page                | 95-0230458             | 95-0232952                 | 175605                   | 95-11740            | 265-284             | 95-0313577               |
|                                 | Date                | 6/01/95                | 6/01/95                    | 6/01/95                  | 6/01/95             | 6/01/95             | 6/01/95                  |
| Forty-Ninth Supplemental        | Book                | File/Page              | File/Page                  | File/Page                | Book/Page           | Docket              | File/Page                |
| Indenture                       | Page                | 05-00384477            | 04-683110                  | 04-0766976               | 04-021901           | 04-29663            | 04-941699                |
| Efficient Consultation and      | Date                | 1/14/05                | 7/28/04                    | 9/28/04                  | 7/15/04             | 8/16/04             | 8/13/04                  |
| Fiftieth Supplemental Indenture | Book                | File/Page              | File/Page<br>2005000405730 | File/Page<br>20050145832 | Book/Page<br>019964 | Docket<br>200522373 | File/Page<br>20050711918 |
| indenture                       | Page                | 20050441722<br>5/25/05 | 5/26/05                    | 5/25/05                  | 5/25/05             | 5/25/05             | 5/27/05                  |
| Fifty-First Supplemental        | Date<br>Book        | File/Page              | File/Page                  | File/Page                | Book/Page           | Docket              | File/Page                |
| Indenture                       | Page                | 20051016267            | 2005000945695              | 20050981667              | 2006005449          | 200553032           | 20051852692              |
| maemare                         | Date                | 11/23/05               | 11/28/05                   | 11/29/05                 | 1/30/06             | 12/2/05             | 12/7/05                  |
| Fifty-Second Supplemental       | Book                | File/Page              | File/Page                  | File/Page                | Book/Page           | 12/2/05             | File/Page                |
| Indenture                       | Page                | 2006-0413693           | 2006000404447              | 2006-0422620             | 2006-032418         | Docket 2006-        | 2006-0802735             |
| - Indentare                     | Date                | 6/12/06                | 6/16/06                    | 6/12/06                  | 7/11/06             | 23999 6/12/06       | 6/14/06                  |
| Fifty-Third Supplemental        | Book                | File/Page              | File/Page                  | File/Page                | Book/Page           |                     | File/Page                |
| Indenture                       | Page                | 2006-0683713           | 2006000643109              | 713252                   | 06-46145            | Docket 2006-        | 20061310143              |
|                                 | Date                | 9/26/06                | 9/27/06                    | 9/27/06                  | 9/28/06             | 39635 9/29/06       | 10/3/06                  |
| Fifty-Fourth Supplemental       | Book                | File/Page              | File/Page                  | File/Page                | Book/Page           |                     | File/Page                |
| Indenture                       | Page                | 2007-0625504           | 2007000581227              | 2007-0600369             | 2007-036497         | Docket 2007-        | 2007-1062404             |
|                                 | Date                | 9/25/07                | 9/25/07                    | 9/25/07                  | 9/25/07             | 33238 9/25/07       | 9/26/07                  |
| Fifty-Fifth Supplemental        | Book                | File/Page              | File/Page                  | File/Page                | Book/Page           |                     | File/Page                |
| Indenture                       | Page                | 2009-0320954           | 2009000305886              | 2009-0311041             | 2009-017587         | Docket 16744        | 20090542104              |
|                                 | Date                | 6/12/09                | 6/12/09                    | 6/18/09                  | 6/12/09             | 6/15/09             | 6/15/09                  |

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| Fifty-Sixth  | Records<br>Book      | File/Page                             | File/Page  |          | File/Page                             | Book/Page                            | Docket                           | File/Page                            |
| Supplemental<br>Indenture  | Page<br>Date         | 2010-0252569<br>5/20/10               | 201000023<br>5/21/10                               | 39342    | 2010-0235807<br>5/21/10               | 2010-012850<br>5/21/10               | 2010-12687<br>5/21/10            | 20100431348<br>5/21/10               |
| Fifty-Seventh<br>Supplemental<br>Indenture   | Book<br>Page<br>Date | File/Page<br>2010-0490784<br>9/16/10  | File/Page<br>201000045<br>9/16/10                  | 58947    | File/Page<br>2010-0443991<br>9/16/10  | Book/Page<br>2010-023359<br>9/16/10  | Docket<br>2010-22669<br>9/16/10  | File/Page<br>20100800415<br>9/16/10  |
| Fifty-Eighth<br>Supplemental<br>Indenture  | Book<br>Page<br>Date | File/Page<br>2011-0503399<br>09/28/11 | File/Page<br>201100047<br>09/28/11                 | 78379    | File/Page<br>2011-0432021<br>09/29/11 | Book/Page<br>2011-023234<br>09/28/11 | Docket<br>2011-21920<br>09/28/11 | File/Page<br>20110802020<br>09/28/11 |
| <u>Document</u> Fifty-Ninth Supplemental Ind Original Indenture and fifty indentures thereto |                      | U                                     | Official<br><u>Records</u><br>Book<br>Page<br>Date | File/Pag | 120001817                             |                                      |                                  |                                      |

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| Document                  | Official<br>Records | Clark      | San<br>Diego | Orange        | Riverside   | Imperial   | Yuma      | Maricopa    |
| Sixtieth Supplemental     |                     | File/Page  | File/Page    |               | File/Page   | Book/Page  | Docket    |             |
| Indenture                 | Book                | 2011120100 | 2011-        | File/Page     | 2011-       | 2011-      | 2011-     | File/Page   |
|                           | Page                | 01775      | 0643662      | 201100061     | 0529988     | 028759     | 26889     | 20110993    |
|                           | Date                | 12/1/2011  | 12/1/11      | 1302 12/1/11  | 12/1/11     | 12/1/11    | 12/1/11   | 917 12/1/11 |
| Sixty-First Supplemental  |                     | File/Page  | File/Page    |               | File/Page   | Book/Page  | Docket    |             |
| Indenture                 | Book                | 20120410   | 2012-        | File/Page     | 2012-       | 2012-      | 2012-     | File/Page   |
|                           | Page                | 000789     | 0207656      | 20120020 0917 | 0163282     | 007887     | 08966     | 20120296804 |
|                           | Date                | 4/10/12    | 4/10/12      | 4/10/12       | 4/10/12     | 4/10/12    | 4/10/12   | 4/10/12     |
| Sixty-Second Supplemental |                     | File/Page  | File/Page    |               |             |            | Docket    |             |
| Indenture                 | Book                | 2013093000 | 2013-        | File/Page     | File/Page   | Book/Page  | 2013-     | File/Page   |
|                           | Page                | 01532      | 0592759      | 201300055     | 0466671     | 2013022171 | 26910     | 20130866    |
|                           | Date                | 9/30/13    | 9/30/13      | 9137 9/30/13  | 9/26/13     | 9/26/13    | 9/30/13   | 250 9/30/13 |
| Sixty-Third Supplemental  |                     | File/Page  | File/Page    |               | File/Page   |            | Docket    | File/Page   |
| Indenture                 | Book                | 20150318-  | 2015-        | File/Page     | 2015-       | Book/Page  | 2015-     | 2015-       |
|                           | Page                | 0000267    | 0125062      | 2015000137709 | 0105656     | 2015005389 | 06017     | 0308470     |
|                           | Date                | 3/18/2015  | 3/18/2015    | 3/18/15       | 3/17/2015   | 3/20/2015  | 3/20/2015 | 5/01/15     |
| Sixty-Fourth Supplemental |                     | File/Page  | File/Page    |               | File/Page   |            | Docket    | File/Page   |
| Indenture                 | Book                | 20150318-  | 2015-        | File/Page     | 2015-       | Book/Page  | 2015-     | 2015-       |
|                           | Page                | 0000268    | 0125063      | 2015000137710 | 0105657     | 2015005397 | 06018     | 0308471     |
|                           | Date                | 3/18/2015  | 3/18/2015    | 3/18/2015     | 3/17/2015   | 3/20/15    | 3/20/2015 | 5/01/15     |
| Sixty-Fifth Supplemental  | D 1                 | File/Page  | File/Page    | T:1 /D        | File/Page   | D 100      | Docket    | File/Page   |
| Indenture                 | Book                | 20160525-  | 2016-        | File/Page     | 2016-       | Book/Page  | 2016-     | 2016-       |
|                           | Page                | 0000179    | 0255036      | 2016000231993 | 0218234     | 2016010377 | 12517     | 0355233     |
|                           | Date                | 5/25/2016  | 5/25/2016    | 5/24/2016     | 5/27/2016   | 6/1/2016   | 5/25/2016 | 5/24/2016   |

|   |                      | Counties of                                    |  |   |  |                                      |                                       |  |
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| <u>Document</u>                         | Official<br>Records  | Clark  | San<br>Diego                               | Orange                                      | Riverside                                  | Imperial                             | Yuma                                  | Maricopa                                   |
| Sixty-Sixth Supplemental<br>Indenture   | Book<br>Page<br>Date | File/Page<br>20170612-<br>0000678<br>6/12/2017 | File/Page<br>2017-<br>0261951<br>6/12/2017 | File/Page<br>201700023<br>8610<br>6/12/2017 | File/Page<br>2017-<br>0233575<br>6/12/2017 | Book/Page<br>2017013517<br>6/15/2017 | Docket<br>2017-<br>15226<br>6/14/2017 | File/Page<br>2017-<br>0429520<br>6/13/2017 |
| Sixty-Seventh Supplemental Indenture    | Book<br>Page<br>Date | File/Page<br>20180522-<br>0000994<br>5/22/2018 | File/Page<br>2018-<br>0206641<br>5/22/2018 | File/Page<br>201800018<br>8655<br>5/23/2018 | File/Page<br>2018-<br>0203756<br>5/22/2018 | Book/Page<br>2018009579<br>5/29/2018 | Docket<br>2018-<br>15182<br>6/12/2018 | File/Page<br>2018-<br>0390726<br>5/22/2018 |
| Sixty-Eighth Supplemental<br>Indenture  | Book<br>Page<br>Date | File/Page<br>20190604-<br>0001990<br>6/4/2019  | File/Page<br>2019-<br>0213646<br>6/4/2019  | File/Page<br>201900019<br>2899<br>6/5/2019  | File/Page<br>2019-<br>0212524<br>6/13/2019 | Book/Page<br>2019009987<br>6/7/2019  | Docket<br>2019-<br>14196<br>6/4/2019  | File/Page<br>2019-<br>0414851<br>6/4/2019  |
| Sixty-Ninth Supplemental<br>Indenture   | Book<br>Page<br>Date | File/Page<br>20200416-<br>0001114<br>4/16/2020 | File/Page<br>2020-<br>0180371<br>4/8/2020  | File/Page<br>202000016<br>0646<br>4/9/2020  | File/Page<br>2020-<br>0218763<br>5/22/2020 | Book/Page<br>2020006709<br>4/9/2020  | Docket<br>2020-<br>11190<br>4/13/2020 | File/Page<br>20200313674<br>4/13/2020      |
| Seventieth Supplemental<br>Indenture    | Book<br>Page<br>Date | File/Page<br>20200930-<br>0002895<br>9/30/2020 | File/Page<br>2020-<br>0585299<br>9/30/2020 | File/Page<br>202000053<br>5597<br>9/30/2020 | File/Page<br>2020-<br>0464141<br>9/29/2020 | Book/Page<br>2020018059<br>10/6/2020 | Docket<br>2020-<br>29556<br>9/29/2020 | File/Page<br>2020-<br>0950240<br>10/6/2020 |
| Seventy-First Supplemental<br>Indenture | Book<br>Page<br>Date | File/Page<br>20210813-<br>0002066<br>8/13/2021 | File/Page<br>2021-<br>0595081<br>8/20/2021 | File/Page<br>202100054<br>1053<br>8/27/2021 | File/Page<br>2021-<br>0532084<br>9/7/2021  | Book/Page<br>2021021459<br>8/18/2021 | Docket<br>2021-<br>30813<br>8/13/2021 | File/Page<br>20210879215<br>8/13/2021      |

WHEREAS, the Board of Directors of the Company has duly authorized the creation of an additional series of bonds to be designated "First Mortgage Bonds, Series YYY, due 2052," as hereinafter set forth in this Seventy-Third Supplemental Indenture, and, contemporaneously with the execution and delivery of this Seventy-Third Supplemental Indenture, the Company is executing and delivering to the Trustee a Seventy-Second Supplemental Indenture dated as of March 11, 2022 (the "Seventy-Second Supplemental Indenture") whereby, among other things, the Company has set forth certain of the particulars of the bonds of another additional series, which are designated "First Mortgage Bonds, Series XXX, due 2032" and are to be issued on the date hereof contemporaneously with the issuance, pursuant to this Seventy-Third Supplemental Indenture, of First Mortgage Bonds, Series YYY, due 2052; and

WHEREAS, the execution and delivery of this Seventy-Third Supplemental Indenture has been duly authorized by resolution of the Board of Directors of the Company; and

WHEREAS, all the conditions and requirements necessary to make this Seventy-Third Supplemental Indenture a valid, binding and legal instrument in accordance with its terms and for the purposes herein expressed have been performed and fulfilled and the execution and delivery hereof have been in all respects duly authorized.

NOW, THEREFORE, in order further to secure the payment of the principal of and premium, if any, and interest on all of the bonds of the Company at any time outstanding under the Original Indenture, as heretofore amended and supplemented, as amended and supplemented by this Seventy-Third Supplemental Indenture and the Seventy-Second Supplemental Indenture and as the same may from time to time be further amended and supplemented (the "Indenture") and to secure the performance and observance of each and every of the covenants, conditions and agreements of the Indenture, as from time to time amended and supplemented, and for and in consideration of the premises, and of the sum of One Dollar (\$1.00) to the Company duly paid by the Trustee (the receipt whereof is hereby

acknowledged), the Company has executed and delivered this Seventy-Third Supplemental Indenture and has granted, bargained, sold, warranted, released, conveyed, assigned, transferred, mortgaged, pledged, hypothecated, granted a security interest in, set over and confirmed, and by these presents does grant, bargain, sell, warrant, release, convey, assign, transfer, mortgage, pledge, hypothecate, grant a security interest in, set over and confirm unto U.S. Bank National Association, as Trustee, and to its respective successors in said trust forever, with power of sale, all property, real, personal and mixed, now owned or hereafter acquired or to be acquired by the Company, and wheresoever situated (except such property as is expressly excepted or excluded from the lien and security interest of the Indenture, and property of a successor corporation or corporations excluded from the lien and security interest thereof by the provisions of Section 3 of Article XIV thereof) subject to the rights reserved by the Company in and by other provisions of the Indenture, including in the property subject and to be subject to the lien and security interest thereof and hereof (without in any manner limiting or impairing by the enumeration of the same the scope and intent of the foregoing or of any general description contained in the Original Indenture or in this or any other supplemental indenture) all lands, rights-of-way, other land rights, flowage and other water rights, power houses, dams, reservoirs, docks, roads, and buildings, structures and other land improvements; steam, and other electric generating plants, including buildings and other structures, turbines, generators, exciters, boilers and other boiler plant equipment, condensing equipment, and all auxiliary equipment; stations and substations; electric transmission and distribution systems, including structures, poles, towers, fixtures, conduits, insulators, wires, cables, transformers, services and meters; steam heating plants and systems, including mains and equipment; gas plants, transmission and distribution systems, including pipe lines, structures, tanks, mains, compressor stations, purifier stations, pressure holders, governors, services and meters; communication systems, office, shop and other buildings and structures, and equipment; apparatus and equipment and materials and supplies of all other kinds and descriptions; and all municipal and other franchises, leaseholds, licenses, permits, and privileges;

TOGETHER WITH all and singular the tenements, hereditaments and appurtenances belonging or in any wise appertaining to the aforesaid property or any part thereof with the reversion and reversions, remainder and remainders, tolls, rents and revenues, issues, income, proceeds, product and profits thereof, and all the estate, right, title and interest and claim whatsoever, at law as well as in equity, which the Company now has or may hereafter acquire in and to the aforesaid property and franchises and every part and parcel thereof (except such property as is expressly excepted or excluded from the lien and security interest of the Indenture, and property of a successor corporation or corporations excluded from the lien and security thereof by the provisions of Section 3 of Article XIV thereof), subject to the rights reserved by the Company in and by other provisions of the Indenture;

It is hereby agreed by the Company that, except as aforesaid, all the property, rights, and franchises acquired by the Company after the date hereof shall be as fully embraced within the lien and security interest hereof as if such property were now owned by the Company and were specifically described herein and conveyed and a security interest therein granted hereby;

SAVING AND EXCEPTING, HOWEVER, anything to the contrary notwithstanding contained herein or in the granting clauses of the Original Indenture and said Supplemental Indentures (a) such property described or referred to in any of such granting clauses as has been from time to time, released or sold free from the lien and security interest of the Original Indenture (or the Original Indenture, as supplemented) in accordance and compliance with the provisions thereof (or of the Original Indenture, as supplemented, as the case may be), and (b) all of the following property (whether now owned by the Company or hereafter acquired by it): (1) all gas, electric energy and steam produced, purchased or otherwise acquired; (2) all contracts, choses in action, shares of stock, bonds, notes, evidences of indebtedness, and other securities, other than any of the foregoing which may be required to be deposited from time to time with the Trustee in accordance with the provisions of the Indenture or are required by some express provision thereof to be deposited with the Trustee; (3) merchandise and appliances at any time acquired for the purpose of sale or lease to customers and others and contracts for the sale of merchandise and appliances; (4) motor vehicles; (5) timber on land owned by the Company; (6) minerals or mineral rights in lands owned by the Company; (7) oil, coal or gas, or oil, coal or gas rights in land owned by the Company or gas wells or oil wells or equipment therefor or coal mines or equipment therefor; (8) fuel and other personal property which are consumable in their use in the operation of the properties of the Company; (9) bills and accounts receivable; (10) cash on hand and in banks other than such cash as may be deposited from time to time with the Trustee in accordance with the provisions of the Indenture or as is required by some express provision thereof to be deposited with the Trustee; and (11) the last day of the term of each leasehold estate now or hereafter enjoyed by the Company. The Company may, however, expressly subject to the lien and security interest and operation of the Original Indenture and all indentures supplemental thereto all or any part of the property of the character described in clause (b) of this paragraph;

TO HAVE AND TO HOLD all said properties, real, personal and mixed, mortgaged, pledged, or conveyed and in which a security interest has been granted by the Company as aforesaid, or intended so to be, unto the Trustee and its successors and assigns forever, subject, however, to Permitted Liens as defined in the Indenture;

IN TRUST NEVERTHELESS, for the equal pro rata benefit and security as provided in the Original Indenture and all indentures supplemental thereto of all and every of the bonds issued and to be issued in accordance with the provisions of the Original Indenture and all indentures supplemental thereto, without preference, priority or distinction as to lien or security interest of any over the others by reason of priority in time of the issue, negotiation or maturity thereof, subject, however, to the provisions of the Original Indenture and all indentures supplemental thereto relating to any sinking fund or similar fund for the benefit of the bonds of any particular series;

The Company does further covenant and agree with the Trustee as follows:

## ARTICLE I SERIES YYY BONDS

Section 1: There is hereby created, for issuance under the Original Indenture as supplemented by the said Supplemental Indentures (including this Seventy-Third Supplemental Indenture), a series of bonds designated Series YYY, due 2052, each of which shall bear the descriptive title "First Mortgage Bonds, Series YYY, due 2052" (herein sometimes referred to as "Series YYY Bonds"), and the form thereof shall contain suitable provisions with respect to the matters hereinafter in this Section specified. The Series YYY Bonds shall mature on March 15, 2052 and shall be issued in denominations of \$1,000 and integral multiples thereof as the Company may from time to time execute and deliver. The Series YYY Bonds shall bear interest at the rate and from the date, shall mature as to principal, and shall be payable as to principal and premium, if any, and interest at such place or places and in such money, all as provided in the form of Series YYY Bond set forth on Exhibit A hereto (the "Form of Bond") and by the applicable provisions of the Indenture. In addition, March 11, 2022 shall be an interest payment date for the Series YYY Bonds for purposes of Section 9 of Article II of the Indenture, provided that no interest shall be payable on such date. The principal and premium, if any, and interest on the Series YYY Bonds shall be payable at the office or agency maintained by the Company for such purpose (initially the corporate trust office of the Trustee) in the City and County of Los Angeles, State of California and, if Series YYY Bonds are issued in definitive certificated form under the circumstances set forth in clause (2) of Section 4 of this Article I, at the office or agency maintained by the Company for such purpose in the Borough of Manhattan, City and County of New York, State of New York. The Series YYY Bonds shall be dated as in Section 9 of Article II of the Indenture provided with respect to registered bonds without coupons.

The Series YYY Bonds shall further be redeemable, exchangeable, transferable and otherwise have the terms set forth in the Form of Bond.

The Series YYY Bonds shall otherwise be of such terms, provisions, tenor and form as provided in this Seventy-Third Supplemental Indenture.

Section 2: The Series YYY Bonds shall be executed, authenticated and delivered in accordance with the provisions and shall be entitled to the protection and security of the Original Indenture, as supplemented by this Seventy-Third Supplemental Indenture and the other supplemental indentures, and shall be subject to all of the terms, conditions and covenants and limitations thereof. The aggregate principal amount of the Series YYY Bonds, which may be executed by the Company and authenticated and delivered by the Trustee and secured by the Indenture as from time to time in effect, is limited only to the extent provided in Section 1 of Article II of the Original Indenture. The Company has authorized the issuance and sale on the date hereof of \$500,000,000 aggregate principal amount of Series YYY Bonds. The Company may, from time to time, without notice to or the consent of the registered holders of the Series YYY Bonds but upon and subject to the terms and provisions of the Indenture, increase the principal amount of the Series YYY Bonds under the Indenture and issue such increased principal amount, or any portion thereof. Any additional Series YYY Bonds so issued shall have the same form and terms (other than offering price, the date of original issuance and, under certain circumstances, the date from which interest thereon shall begin to accrue and the first Interest Payment Date (as defined below)) as the Series YYY Bonds previously issued and shall form a single series of bonds under the Indenture with the previously issued Series YYY Bonds.

**Section 3:** The Series YYY Bonds shall be issued only as fully registered bonds without coupons. The fully registered bonds without coupons and the certificate of authentication to be endorsed on all Series YYY Bonds shall be substantially in the form set forth on the Form of Bond. In addition, the Series YYY Bonds may be issuable in whole or in part in the form of one or more securities that evidence all or part of the bonds of such series and are registered in the name of a depositary (as defined below) or a nominee thereof for such series (each, a "Global Security") and, in such case, the Board of Directors of the Company (or an authorized officer designated by the Board of Directors of the Company) shall appoint a clearing agency registered under the Securities Exchange Act of 1934, as amended (the "Exchange Act"), designated to act as depositary (a "depositary") for such Global Securities; the initial depositary so appointed is The Depository Trust Company. The definitive Series YYY Bonds shall be numbered in such manner as the Company shall at any time or from time to time determine.

**Section 4:** In the event Series YYY Bonds are issued as Global Securities the following provisions, in addition to the provisions of the Indenture, shall apply:

- (1) Each Global Security authenticated under the Indenture shall be registered in the name of the depositary designated for such Global Security or a nominee thereof and delivered to such depositary or a nominee thereof or custodian therefor, and each such Global Security shall constitute a single Series YYY Bond for all purposes of this Supplemental Indenture.
- (2) Notwithstanding any other provision in this Supplemental Indenture, no Global Security may be exchanged in whole or in part for Series YYY Bonds registered, and no transfer of a Global Security in whole or in part may be registered, in the name of any person other than the depositary for such Global Security or a nominee thereof unless (A) such depositary has notified the Company that it is unwilling or unable to continue as depositary for the Global Security or Global Securities, as the case may be, representing the Series YYY Bonds and a successor depositary has not been appointed by the Company within 90 days of receipt by the Company of such notification, (B) if at any time the depositary ceases to be a clearing agency registered under the Exchange Act at a time when the depositary is required to be so registered to act as such depositary and no successor depositary shall have been appointed by the Company within 90 days after it became aware of the depositary's ceasing to be so registered, (C) the Company, in its sole discretion, executes and delivers to the Trustee a written order signed in the name of the Company by its Chairman of the Board, its President or a Vice President, and by its Treasurer, an Assistant Treasurer, its Secretary or an Assistant Secretary to the effect that the Global Securities of such series shall be exchangeable as described below, or (D) a "completed default" (as defined in the Indenture) has occurred and is continuing with respect to the Series YYY Bonds. If any of the events described in clauses (A) through (D) of the preceding sentence occur, the beneficial owners of interests in such Global Securities will be entitled to exchange those interests for definitive Series YYY Bonds and, without unnecessary delay but in any event not later than the earliest date on which those interests may be so exchanged, the Company will prepare and deliver to the Trustee definitive Series YYY Bonds in such form and denominations as are required by or pursuant to the Indenture, and in an aggregate principal amount equal to the aggregate principal amount of such Global Securities, such bonds to be duly executed by the Company. On or after the earliest date on which such beneficial interests may be so exchanged, such Global Securities shall be surrendered from time to time by the depositary as shall be specified in the order from the Company with respect thereto (which the Company agrees to deliver) to the Trustee, as the Company's agent for such purpose, and in accordance with any instructions given to the Trustee and the depositary by the Company (which instructions shall be in writing but need not be contained in or accompanied by an officers' certificate or be accompanied by an opinion of counsel), to be exchanged, in whole or in part, for definitive Series YYY Bonds as described above without charge. The Trustee shall authenticate and make available for delivery, in exchange for each portion of each surrendered Global Security, a like aggregate principal amount of definitive Series YYY Bonds of authorized denominations as the portion of such Global Security to be exchanged. Promptly following any such exchange in part, such Global Security shall be returned by the Trustee to such depositary or its custodian. If a definitive Series YYY Bond is issued in exchange for any portion of a Global Security after the close of business at the place where such exchange occurs on or after (i) any regular record date for a regularly scheduled interest payment date (an "Interest Payment Date") for such bond and before the opening of business at that place of exchange on such Interest Payment Date, or (ii) any special record date for the payment of interest for such bond which was not punctually paid or duly provided for on any Interest Payment Date ("Defaulted Interest") and before the opening of business at such place of exchange on the

related proposed date for the payment of such Defaulted Interest, as the case may be, interest shall not be payable on such Interest Payment Date or proposed date for payment, as the case may be, in respect of such definitive bond, but shall be payable on the Interest Payment Date or proposed date for payment, as the case may be, only to the person to whom interest in respect of such portion of such Global Security shall be payable in accordance with the provisions of the Indenture and the Series YYY Bonds.

- (3) Subject to Clause (2) above, any exchange or transfer of a Global Security for other Series YYY Bonds may be made in whole or in part, and all definitive Series YYY Bonds issued in exchange for or upon transfer of a Global Security or any portion thereof shall be registered in such names as the depositary for such Global Security shall direct.
- **(4)** Every Series YYY Bond authenticated and delivered upon registration of transfer of, or in exchange for or in lieu of, a Global Security or any portion thereof, shall be authenticated and delivered in the form of, and shall be, a Global Security, unless such bond is registered in the name of a person other than the depositary for such Global Security or a nominee thereof.
  - (5) Every Global Security authenticated and delivered hereunder shall bear a legend in substantially the following form:

THIS SECURITY IS A GLOBAL SECURITY WITHIN THE MEANING OF THE INDENTURE HEREINAFTER REFERRED TO AND IS REGISTERED IN THE NAME OF A DEPOSITARY OR A NOMINEE THEREOF. THIS SECURITY MAY NOT BE EXCHANGED IN WHOLE OR IN PART FOR A SECURITY REGISTERED, AND NO TRANSFER OF THIS SECURITY IN WHOLE OR IN PART MAY BE REGISTERED, IN THE NAME OF ANY PERSON OTHER THAN SUCH DEPOSITARY OR A NOMINEE THEREOF, EXCEPT IN THE LIMITED CIRCUMSTANCES DESCRIBED IN THE INDENTURE. ANY TRANSFER, PLEDGE, OR OTHER USE HEREOF FOR VALUE OR OTHERWISE BY OR TO ANY OTHER PERSON IS WRONGFUL, INASMUCH AS THE REGISTERED OWNER HEREOF HAS AN INTEREST HEREIN.

**Section 5:** The Series YYY Bonds may contain or have imprinted thereon such provisions or specifications not inconsistent with the Indenture as may be required to comply with the rules of any stock exchange or any federal or state authority or commission, or to comply with usage with respect thereto, and may bear such other appropriate endorsements or notations as are authorized or permitted by the Indenture.

**Section 6:** In the manner and subject to certain conditions and limitations specified herein and in the Indenture, Series YYY Bonds may be exchanged without a service charge for a like aggregate principal amount of such Series YYY Bonds of other authorized denomination or denominations; provided that the Company may require payment of a sum or sums sufficient to reimburse it for any stamp tax or other governmental charge payable in connection therewith.

Section 7: The Company shall maintain in the City and County of Los Angeles, State of California, and in such other place or places as the Company may designate at any time or from time to time, an office or agency where Series YYY Bonds, including Series YYY Bonds issued in definitive certificated form, may be presented for payment, registration, transfer and exchange as provided therein or in the Indenture. Without limitation to the foregoing, if Series YYY Bonds are issued in definitive certificated form under the circumstances set forth in clause (2) of Section 4 of this Article I, the Company shall also maintain in the Borough of Manhattan, City and County of New York, State of New York, an office or agency where Series YYY Bonds, including Series YYY Bonds issued in definitive certificated form, may be presented for payment, registration, transfer and exchange as provided therein or in the Indenture. Such office or agency in the City and County of Los Angeles, State of California, and any such office or agency in the Borough of Manhattan, City and County of New York, State of New York, shall be a corporate trust office of the Trustee unless and until the Company shall designate another office or agency by notice in writing delivered to the Trustee.

**Section 8:** No transfer or exchange of any Series YYY Bonds pursuant to any of the provisions of this Article I shall be made except upon and in accordance with all of the applicable terms, provisions and conditions of said bonds and of the Indenture.

# ARTICLE II MISCELLANEOUS PROVISIONS

**Section 1:** This instrument is executed and shall be construed as an indenture supplemental to the Original Indenture and shall form a part thereof and, as supplemented by this Seventy-Third Supplemental Indenture, the Original Indenture as heretofore supplemented and amended is hereby confirmed.

- **Section 2:** All terms used in this Seventy-Third Supplemental Indenture shall be taken to have meaning as in the Original Indenture, as heretofore supplemented and amended, except terms which may be otherwise expressly defined herein and in cases where the context clearly indicates otherwise.
- **Section 3:** In order to facilitate the filing of this Seventy-Third Supplemental Indenture, the same may be executed in several counterparts, each of which, when so executed, shall be deemed to be an original, but such counterparts shall constitute but one and the same instrument.
- **Section 4:** All of the covenants, stipulations, promises and agreements in this Seventy-Third Supplemental Indenture by or on behalf of the Company shall bind its successors and assigns, whether so expressed or not.
- **Section 5:** To the extent any provision in this Seventy-Third Supplemental Indenture conflicts with any provision in the Indenture, the provisions of this Seventy-Third Supplemental Indenture shall govern; *provided*, *however*, that in the event such conflict would require bondholder consent, the terms and provisions of the Indenture shall govern.

**Section 6:** The Original Indenture, as heretofore amended and supplemented, insofar as it applies to the Series YYY Bonds, this Seventy-Third Supplemental Indenture and the Series YYY Bonds shall be governed by and construed in accordance with the laws of the State of California, without regard (to the extent permitted by applicable law) to conflicts of laws principles thereof; *provided*, that, notwithstanding the foregoing, the creation, perfection and enforcement of any mortgage or lien on real property or improvements thereon or fixtures attached thereto under the Original Indenture, as heretofore amended and supplemented, insofar as it applies to the Series YYY Bonds, or this Seventy-Third Supplemental Indenture shall be governed by and construed in accordance with the laws of the State where such real property or improvements thereon or fixtures attached thereto, as the case may be, are located, without regard (to the extent permitted by applicable law) to conflicts of laws principles thereof.

Section 7: The words "execution," "signed," "signature," and words of like import in this Seventy-Third Supplemental Indenture or in any instruments, agreements, certificates, legal opinions, negative assurance letters or other documents entered into or delivered pursuant to or in connection with this Seventy-Third Supplemental Indenture shall include (subject to the provisions set forth in the last sentence of this Section 7) images of manually executed signatures transmitted by facsimile, email or other electronic format (including, without limitation, "pdf," "tif" or "jpg") and electronic signatures (including, without limitation, DocuSign and AdobeSign). The use of electronic signatures and electronic records (including, without limitation, any contract or other record created, generated, sent, communicated, received, or stored by electronic means) shall be of the same legal effect, validity and enforceability as a manually executed signature or use of a paper-based record-keeping system to the fullest extent permitted by applicable law, including the Federal Electronic Signatures in Global and National Commerce Act, the New York State Electronic Signatures and Records Act and any other applicable law, including, without limitation, any state law based on the Uniform Electronic Transactions Act or the Uniform Commercial Code. Without limitation to the foregoing, and anything in this Seventy-Third Supplemental Indenture to the contrary notwithstanding, except as set forth in the proviso to this sentence, (a) this Seventy-Third Supplemental Indenture and any other instruments, agreements, certificates, legal opinions, negative assurance letters or other documents entered into or delivered pursuant to or in connection with this Seventy-Third Supplemental Indenture may be executed, attested and transmitted by any of the foregoing electronic means and formats and (b) all references in this Seventy-Third Supplemental Indenture to the execution, attestation or authentication of any bond of this series (including any Global Security) or any certificate of authentication appearing on or attached to any such bond by means of a manual or facsimile signature shall be deemed to include signatures that are made or transmitted by any of the foregoing electronic means or formats; provided that, notwithstanding the foregoing, this Seventy-Third Supplemental Indenture may not be executed or attested by the parties hereto by DocuSign, AdobeSign or other electronic signature, and no Series YYY Bond (including, without limitation, any Global Security) and no certificate of authentication on any

Series YYY Bond (including, without limitation, any Global Security) may be executed by DocuSign, AdobeSign or other electronic signature and each certificate of authentication must be executed by the Trustee by manual signature of an authorized signatory.

{Signature Page Follows}

IN WITNESS WHEREOF, SAN DIEGO GAS & ELECTRIC COMPANY has caused this Seventy-Third Supplemental Indenture to be signed in its name and behalf by its duly authorized officer and its corporate seal to be hereunto affixed duly attested by its Secretary or one of its Assistant Secretaries, and U.S. BANK NATIONAL ASSOCIATION, to evidence its acceptance of the trusts hereby created, has caused this Seventy-Third Supplemental Indenture to be signed in its name and behalf by its duly authorized officer as of the day and year first above written.

## SAN DIEGO GAS & ELECTRIC COMPANY

By: /s/ Valerie A. Bille

Name: Valerie A. Bille

Title: Vice President, Chief Accounting Officer,

Controller and Treasurer

(CORPORATE SEAL)

Attest:

By: /s/ Jennifer F. Jett

Name: Jennifer F. Jett Title: Assistant Secretary

U.S. BANK NATIONAL ASSOCIATION, AS TRUSTEE

By: /s/ Fonda Hall Name: Fonda Hall Title: Vice President

| ļ | A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate |
|---|---|
| ŀ | is attached, and not the truthfulness, accuracy, or validity of that document.  |

| STATE OF CALIFORNIA | ) |    |
|---------------------|---|----|
|                     | ) | SS |
| COUNTY OF SAN DIEGO | ) |    |

On March 9, 2022, before me, Leslie C. French, a Notary Public, personally appeared VALERIE A. BILLE and JENNIFER F. JETT, who proved to me on the basis of satisfactory evidence to be the persons whose names are subscribed to the within instrument and acknowledged to me that they executed the same in their authorized capacities, and that by their signatures on the instrument the persons, or the entity upon behalf of which the persons acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

/s/ Leslie C. French

SIGNATURE OF NOTARY PUBLIC

| A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate |
|---|
| is attached, and not the truthfulness, accuracy, or validity of that document.  |

| STATE OF CALIFORNIA   | ) |   |
|-----------------------|---|---|
|                       | ) | S |
| COUNTY OF LOS ANGELES | ) |   |

On March 10, 2022, before me, C. M. Barberena, a Notary Public, personally appeared FONDA HALL, of U.S. BANK NATIONAL ASSOCIATION, who proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument and acknowledged to me that he/she executed the same in his/her authorized capacity, and that by his/her signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

/s/ C. M. Barberena

SIGNATURE OF NOTARY PUBLIC

**EXHIBIT A** 

FORM OF BOND

(Attached)

[If this bond is issued as a global security, insert the following legend: THIS SECURITY IS A GLOBAL SECURITY WITHIN THE MEANING OF THE INDENTURE HEREINAFTER REFERRED TO AND IS REGISTERED IN THE NAME OF A DEPOSITARY OR A NOMINEE THEREOF. THIS SECURITY MAY NOT BE EXCHANGED IN WHOLE OR IN PART FOR A SECURITY REGISTERED, AND NO TRANSFER OF THIS SECURITY IN WHOLE OR IN PART MAY BE REGISTERED, IN THE NAME OF ANY PERSON OTHER THAN SUCH DEPOSITARY OR A NOMINEE THEREOF, EXCEPT IN THE LIMITED CIRCUMSTANCES DESCRIBED IN THE INDENTURE. ANY TRANSFER, PLEDGE, OR OTHER USE HEREOF FOR VALUE OR OTHERWISE BY OR TO ANY OTHER PERSON IS WRONGFUL, INASMUCH AS THE REGISTERED OWNER HEREOF HAS AN INTEREST HEREIN.]

## SAN DIEGO GAS & ELECTRIC COMPANY

(INCORPORATED UNDER THE LAWS OF THE STATE OF CALIFORNIA)

# 3.700% FIRST MORTGAGE BOND, SERIES YYY, DUE 2052

No.

| CUSIP No. 797440 CC  |
|--|
| ISIN No. US797440CC6   |
| SAN DIEGO GAS & ELECTRIC COMPANY, 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 referred to on the reverse hereof), for value received,           |
| hereby promises to pay to, or registered assigns, the principal sum ofdollars in   |
| lawful money of the United States of America, on March 15, 2052, and to pay interest thereon from March 11, 2022, or from the most recent date to            |
| which interest has been paid or duly provided for on the Series YYY Bonds (as defined on the reverse hereof), at the rate of 3.700% per annum in like        |
| lawful money, payable semi-annually in arrears, on March 15 and September 15 (each, an "Interest Payment Date") in each year, commencing                     |
| September 15, 2022, to the person in whose name this bond (as defined on the reverse hereof) is registered at the close of business on the immediately       |
| preceding March 1 and September 1, respectively, until the Company's obligation with respect to the payment of such principal (and premium, if any)          |
| shall be discharged as provided in the Indenture hereinafter mentioned. The principal of (and premium, if any) and interest on this bond will be paid at     |
| the office or agency maintained by the Company for that purpose (initially the corporate trust office of the Trustee (as defined on the reverse hereof)) in  |
| the City and County of Los Angeles, State of California and, if Series YYY Bonds are issued in definitive certificated form under the circumstances set      |
| forth in clause (2) of Section 4 of Article I of the Seventy-Third Supplemental Indenture (as defined on the reverse hereof), at the office or agency        |
| maintained by the Company for such purpose in the Borough of Manhattan, City and County of New York, State of New York. Notwithstanding the                  |
| foregoing, so long as the registered holder of this bond is a depositary (as defined in the Seventy-Third Supplemental Indenture) or its nominee, paymen     |
| of the principal of and premium, if any, and interest on this bond will be made by wire transfer of immediately available funds; and, if the Series YYY      |
| Bonds are issued in definitive certificated form under the circumstances set forth in clause (2) of Section 4 of Article I of the Seventy-Third              |
| Supplemental Indenture, the Company may at its option pay interest on the Series YYY Bonds in definitive certificated form by check mailed to the            |
| addresses of the persons entitled to payment or by wire transfer to bank accounts in the United States designated in writing to the Trustee at least 15 days |
| before the applicable Interest Payment Date by the persons entitled to such payment.   |

The provisions of this bond are continued on the reverse hereof and such continued provisions shall for all purposes have the same effect as though fully set forth at this place.

This bond shall not be valid or become obligatory for any purpose unless and until U.S. BANK NATIONAL ASSOCIATION, as Trustee under the Indenture, or its successor thereunder, shall have signed the certificate of authentication endorsed hereon.

| or facsimile signature of its Secretary or any Assistant Secreta | ry.                              |
|--|----------------------------------|
| Dated:   | SAN DIEGO GAS & ELECTRIC COMPANY |
|  | By:                              |
| (CORPORATE SEAL)   |                                  |
| Attest:  |                                  |
| Name:<br>Title:  |                                  |
|  | A-2                              |

IN WITNESS WHEREOF, SAN DIEGO GAS & ELECTRIC COMPANY has caused this instrument to be executed in its name by the signature or facsimile signature of its President or any Vice President and its corporate seal or a facsimile thereof to be hereto affixed and attested by the signature

## [REVERSE SIDE OF 3.700% FIRST MORTGAGE BOND, SERIES YYY, DUE 2052]

This bond is one of a duly authorized issue of bonds of the Company, known as its First Mortgage Bonds, of the series and designation indicated on the face hereof (the "Series YYY Bonds"), all issued and to be issued under and equally secured by a Mortgage and Deed of Trust dated July 1, 1940, and indentures supplemental thereto, including the Seventy-Third Supplemental Indenture (the "Seventy-Third Supplemental Indenture") dated as of March 11, 2022 (which Mortgage and Deed of Trust, as so amended and supplemented and as the same may be further amended or supplemented from time to time, is herein called the "Indenture"), executed by the Company to U.S. Bank National Association, as successor trustee (herein called, together with its successors in such capacity, the "Trustee"), to which Indenture reference is hereby made for a description of the property mortgaged, pledged, hypothecated and in which a security interest was granted, the nature and extent of the security, the rights of the holders of the Series YYY Bonds as to such security, and the terms and conditions upon which the Series YYY Bonds may be issued under the Indenture and are secured. The principal hereof may be declared or may become due on the conditions, in the manner and at the time set forth in the Indenture, upon the happening of a completed default (as defined in the Indenture) as in the Indenture provided. This Series YYY Bond is one of a series of Series YYY Bonds and is sometimes referred to as "this bond."

Interest on the Series YYY Bonds will be calculated on the basis of a 360-day year consisting of twelve 30-day months.

With the consent of the Company and to the extent permitted by and as provided in the Indenture, the rights and obligations of the Company or of the holders of the Series YYY Bonds, or the terms and provisions of the Indenture or of any indentures supplemental thereto, may be modified or altered by the affirmative vote of the holders of the percentage of principal amount of bonds required by the Indenture; *provided*, *however*, that without the consent of the holder hereof no such modification or alteration shall permit, among other things, the reduction of the principal or premium, if any, or the extension of the maturity of the principal of this bond, or the reduction of the rate of interest hereon, or any other modification of the terms of payment of such principal or premium, if any, or interest.

The Company, the Trustee, any paying agent, any registrar, and any depositary may deem and treat the person in whose name this bond is registered as the absolute owner hereof for the purpose of receiving payment of or on account of the principal hereof and premium, if any, and interest hereon and for all other purposes and shall not be affected by any notice to the contrary.

Prior to September 15, 2051 (the "Par Call Date"), the Company may redeem the Series YYY Bonds at the Company's option, in whole or in part, at any time and from time to time, at a redemption price (expressed as a percentage of principal amount and rounded to three decimal places) equal to the greater of:

- (1)(a) the sum of the present values of the remaining scheduled payments of principal and interest thereon discounted to the redemption date (assuming the Series YYY Bonds matured on the Par Call Date) on a semi-annual basis (assuming a 360-day year consisting of twelve 30-day months) at the Treasury Rate plus 25 basis points less (b) interest accrued to the date of redemption, and
- (2) 100% of the principal amount of the Series YYY Bonds to be redeemed,

plus, in either case, accrued and unpaid interest thereon to the redemption date.

On and after the Par Call Date, the Company may redeem the Series YYY Bonds at the Company's option, in whole or in part, at any time and from time to time, at a redemption price equal to 100% of the principal amount of the Series YYY Bonds being redeemed, plus accrued and unpaid interest thereon to the redemption date.

Notwithstanding the foregoing, installments of interest on Series YYY Bonds that are due and payable on any Interest Payment Date falling on or prior to a redemption date will be payable on that Interest Payment Date to the registered holders thereof as of the close of business on the relevant record date according to the terms of the Series YYY Bonds and the Indenture.

Notice of any redemption will be mailed at least 30 days, but not more than 60 days, before the redemption date to each registered holder of the Series YYY Bonds to be redeemed. Once notice of redemption is mailed, the Series YYY Bonds called for redemption will become due and payable on the redemption date and at the applicable redemption price, plus accrued and unpaid interest to the redemption date, provided that the Company may rescind any notice of redemption by notice given not less than five days prior to the proposed redemption date. Redemption will not be conditional upon receipt by the Trustee of monies sufficient to pay the redemption price.

Unless the Company defaults in payment of the redemption price, on and after the redemption date interest will cease to accrue on the Series YYY Bonds or portions thereof called for redemption. The Company will pay the redemption price and any accrued interest once the Series YYY Bonds are surrendered for redemption. If only a portion of any Series YYY Bond is redeemed, the Trustee will deliver one or more new Series YYY Bonds for the remaining portion without charge.

"Treasury Rate" means, with respect to any redemption date, the yield determined by the Company in accordance with the following two paragraphs.

The Treasury Rate shall be determined by the Company after 4:15 p.m., New York City time (or after such time as yields on U.S. government securities are posted daily by the Board of Governors of the Federal Reserve System), on the third business day (as defined below) preceding the redemption date based upon the yield or yields for the most recent day that appear after such time on such day in the most recent statistical release published by the Board of Governors of the Federal Reserve System designated as "Selected Interest Rates (Daily)—H.15" (or any successor designation or publication) ("H.15") under the caption "U.S. government securities—Treasury constant maturities—Nominal" (or any successor caption or heading). In determining the Treasury Rate, the Company shall select, as applicable: (1) the yield for the Treasury constant maturity on H.15 exactly equal to the period from the redemption date to the Par Call Date (the "Remaining Life"); or (2) if there is no such Treasury constant maturity on H.15 exactly equal to the Remaining Life, the two yields — one yield corresponding to the Treasury constant maturity on H.15 immediately longer than the Remaining Life — and shall interpolate to the Par Call Date on a straight-line basis (using the actual number of days) using such yields and rounding the result to three decimal places; or (3) if there is no such Treasury constant maturity on H.15 shorter than or longer than the Remaining Life, the yield for the single Treasury constant maturity on H.15 closest to the Remaining Life. For purposes of this paragraph, the applicable Treasury constant maturity or maturities on H.15 shall be deemed to have a maturity date equal to the relevant number of months or years, as applicable, of such Treasury constant maturity from the redemption date. As used in this paragraph and the immediately succeeding paragraph, the term "business day" means any day (other than a Saturday or Sunday) on which banking institutions in The City of New York are not authorized or obligated by

If on the third business day preceding the redemption date H.15 or any successor designation or publication is no longer published, the Company shall calculate the Treasury Rate based on the rate per annum equal to the semi-annual equivalent yield to maturity at 11:00 a.m., New York City time, on the second business day preceding such redemption date of the United States Treasury security maturing on, or with a maturity that is closest to, the Par Call Date, as applicable. If there is no United States Treasury security maturing on the Par Call Date but there are two or more United States Treasury securities with a maturity date equally distant from the Par Call Date, one with a maturity date preceding the Par Call Date and one with a maturity date following the Par Call Date, the Company shall select the United States Treasury security with a maturity date preceding the Par Call Date. If there are two or more United States Treasury securities maturing on the Par Call Date or two or more United States Treasury securities meeting the criteria of the preceding sentence, the Company shall select from among these two or more United States Treasury securities the United States Treasury security that is trading closest to par based upon the average of the bid and asked prices for such United States Treasury securities at 11:00 a.m., New York City time. In determining the Treasury Rate in accordance with the terms of this paragraph, the semi-annual yield to maturity of the applicable United States Treasury security shall be based upon the average of the bid and asked prices (expressed as a percentage of principal amount) at 11:00 a.m., New York City time, of such United States Treasury security, and rounded to three decimal places.

The Company's actions and determinations in determining the redemption price shall be conclusive and binding for all purposes, absent manifest error. The Company will notify the Trustee of the redemption price promptly after the calculation thereof and the Trustee shall have no duty or obligation with respect to calculation of the redemption price.

In the event that the Company elects to redeem only a portion of the outstanding Series YYY Bonds, (a) the Series YYY Bonds to be redeemed shall be selected as provided in the Indenture and, in the case of Series YYY Bonds represented by a Global Security (as defined in the Seventy-Third Supplemental Indenture), in accordance with the procedures of The Depository Trust Company (or its successor as depositary) and (b) in the case of any Series YYY Bond being redeemed in part, the principal amount redeemed must be \$1,000 or an integral multiple of \$1,000 and the remaining principal amount must be an authorized denomination.

As more fully provided in and subject to the provisions of the Indenture, the Company will redeem the Series YYY Bonds in the event of the sale, release, taking by eminent domain or purchase by public authority of property constituting or including all or substantially all of the electric distribution system of the Company in the City of San Diego, all as more fully provided in the second paragraph of Section 13 of Article XI of the Indenture, in which event the Company will redeem Series YYY Bonds (in the principal amount determined pursuant to the second paragraph of Section 13 of Article XI of the Indenture) at a redemption price equal to 100% of the principal amount of the Series YYY Bonds being redeemed, plus accrued and unpaid interest on the Series YYY Bonds being redeemed to the applicable redemption date.

This bond is transferable as prescribed in the Indenture by the registered owner hereof in person, or by his duly authorized attorney, at the office or agency maintained by the Company for that purpose (initially the corporate trust office of the Trustee) in the City and County of Los Angeles, State of California, and, if Series YYY Bonds are issued in definitive certificated form under the circumstances set forth in clause (2) of Section 4 of Article I of the Seventy-Third Supplemental Indenture, at the office or agency maintained by the Company for such purpose in the Borough of Manhattan, City and County of New York, State of New York, upon surrender and cancellation of this bond and thereupon a new registered bond or bonds of the same series of authorized denominations and of a like aggregate principal amount, will be issued to the transferee in exchange herefor as provided in the Indenture, upon payment of any tax or taxes or other governmental charges required to be paid by the Company by reason of such transfer.

The registered owner of any Series YYY Bond, at the option of such holder, may surrender the same, accompanied by a written instrument of transfer in form approved by the Company duly executed by the registered owner, at the office or agency maintained by the Company for that purpose (initially the corporate trust office of the Trustee) in the City and County of Los Angeles, State of California and, if Series YYY Bonds are issued in definitive certificated form under the circumstances set forth in clause (2) of Section 4 of Article I of the Seventy-Third Supplemental Indenture, at the office or agency maintained by the Company for such purpose in the Borough of Manhattan, City and County of New York, State of New York, for cancellation in exchange for another or other registered bonds of the said series of higher or lower authorized denominations of an aggregate principal amount equal to the aggregate principal amount of the bond or bonds so surrendered and bearing interest as provided in Section 9 of Article II of the Indenture, and upon payment of any tax or taxes or other governmental charges required to be paid by the Company by reason of such exchange and subject to the terms and conditions specified in the Indenture, and thereupon the Company shall execute and deliver to the Trustee and the Trustee shall authenticate and deliver such other bonds to such registered owner at its office or at such office or agency of the Company, at the option of such registered owner.

No recourse shall be had for the payment of the principal of (or premium, if any) or the interest on this bond, or any part thereof, or of any claim based hereon or in respect hereof or of said Indenture, against any incorporator, or any past or future stockholder, officer or director, as such, of the Company or of any predecessor or successor corporation, either directly or through the Company, or through any such predecessor or successor corporation, or through any receiver or a trustee in bankruptcy, whether by virtue of any constitution, statute or rule of law or by the enforcement of any assessment or penalty or otherwise, all such liability being, by the acceptance hereof and as part of the consideration for the issue hereof, expressly waived and released, as more fully provided in the Indenture.

In any case where any Interest Payment Date, any redemption date or the final maturity date of the Series YYY Bonds shall not be a Business Day at any Place of Payment (as those terms are defined in the next sentence), then payment of the principal, premium, if any, and interest due on such Interest Payment Date, redemption date or

final maturity date, as the case may be, need not be made at such Place of Payment on such date, but may be made on the next succeeding Business Day at such Place of Payment with the same force and effect as if made on such Interest Payment Date, redemption date or final maturity date, as the case may be, and, in that case, no interest will accrue on the amount payable for the period from and after such Interest Payment Date, redemption date or final maturity date, as the case may be. As used in the immediately preceding sentence, "Place of Payment" means the City and County of Los Angeles, State of California and any other place or places where the Company may from time to time maintain an office or agency where Series YYY Bonds may be presented for payment, and "Business Day," when used with respect to any Place of Payment, means a day other than (i) a Saturday or a Sunday or (ii) a day on which banking institutions in that Place of Payment are authorized or obligated by law or executive order to remain closed.

This Series YYY Bond shall be governed by and construed in accordance with the laws of the State of California, without regard (to the extent permitted by applicable law) to conflicts of laws principles thereof.

\*\*\*\*\*

This bond is one of the bonds of the series designated therein, described in the within-mentioned Indenture.

| U.S. BANK NATIONAL ASSOCIATION, As Trustee |     |  |
|--|-----|--|
| By:  |     |  |
| Authorized Officer                         |     |  |
| Date of Authentication:                    |     |  |
|  | A-6 |  |

12670 High Bluff Drive San Diego, California 92130

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# LATHAM & WATKINS LLP

March 11, 2022

## FIRM / AFFILIATE OFFICES

Austin Moscow
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Brussels Orange County
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Riyadh Chicago Dubai San Diego San Francisco Düsseldorf Frankfurt Seoul Hamburg Shanghai Hong Kong Silicon Valley Houston Singapore London Tel Aviv Los Angeles Tokyo

Madrid Washington, D.C.

Milan

San Diego Gas & Electric Company 8326 Century Park Court San Diego, California 92123

Re: Registration Statement No. 333-239178; Issuance of \$500,000,000 Aggregate Principal Amount of 3.000% First Mortgage Bonds, Series XXX, due 2032 and \$500,000,000 Aggregate Principal Amount of 3.700% First Mortgage Bonds, Series YYY, due 2052

#### To the addressees set forth above:

We have acted as special counsel to San Diego Gas & Electric Company, a California corporation (the "Company"), in connection with the Company's issuance of \$500,000,000 aggregate principal amount of 3.000% First Mortgage Bonds, Series XXX, due 2032 (the "Series XXX Bonds") and \$5000,000,000 aggregate principal amount of 3.700% First Mortgage Bonds, Series YYY, due 2052 (the "Series YYY Bonds" and, together with the Series XXX Bonds, the "Bonds") under an indenture, dated as of July 1, 1940, between the Company and U.S. Bank National Association, as successor trustee (the "Trustee"), as amended and supplemented to date (the "Indenture"), including as supplemented by the Seventy-Second Supplemental Indenture, dated March 11, 2022, between the Company and the Trustee, setting forth the terms of the Series XXX Bonds and the Seventy-Third Supplemental Indenture, dated March 11, 2022, between the Company and the Trustee, setting forth the terms of the Series YYY Bonds, and pursuant to a registration statement on Form S-3 under the Securities Act of 1933, as amended (the "Act"), filed with the Securities and Exchange Commission (the "Commission") on June 15, 2020 (Registration No. 333-239178) (the "Registration Statement"), and an underwriting agreement, dated March 7, 2022, between the underwriters named therein and the Company.

March 11, 2022 Page 2

## LATHAM&WATKINS LLP

This opinion is being furnished in connection with the requirements of Item 601(b)(5) of Regulation S-K under the Act, and no opinion is expressed herein as to any matter pertaining to the contents of the Registration Statement or related prospectus, other than as expressly stated herein with respect to the issue of the Bonds.

As such counsel, we have examined such matters of fact and questions of law as we have considered appropriate for purposes of this letter. With your consent, we have relied upon certificates and other assurances of officers of the Company and others as to factual matters without having independently verified such factual matters. We are opining herein as to the internal laws of the State of California and we express no opinion with respect to the applicability thereto, or the effect thereon, of the laws of any other jurisdiction, or as to any matters of municipal law or the laws of any local agencies within any state.

Subject to the foregoing and the other matters set forth herein, it is our opinion that, as of the date hereof, the Bonds have been duly authorized by all necessary corporate action of the Company and are the legally valid and binding obligations of the Company, enforceable against the Company in accordance with their terms.

Our opinion is subject to: (i) the effects of bankruptcy, insolvency, reorganization, preference, fraudulent transfer, moratorium or other similar laws relating to or affecting the rights or remedies of creditors; (ii) the effects of general principles of equity, whether considered in a proceeding in equity or at law (including the possible unavailability of specific performance or injunctive relief), concepts of materiality, reasonableness, good faith, fair dealing and the discretion of the court before which a proceeding is brought; (iii) the invalidity under certain circumstances under law or court decisions of provisions for the indemnification or exculpation of, or contribution to, a party with respect to a liability where such indemnification, exculpation or contribution is contrary to public policy; and (iv) we express no opinion with respect to (a) consents to, or restrictions upon, governing law, jurisdiction, venue, service of process, arbitration, remedies or judicial relief; (b) advance waivers of claims, defenses, rights granted by law, or notice, opportunity for hearing, evidentiary requirements, statutes of limitation, trial by jury or at law, or other procedural rights; (c) waivers of rights or defenses contained in Article XII, Section 12 of the Indenture; and waivers of broadly or vaguely stated rights; (d) provisions for exclusivity, election or cumulation of rights or remedies; (e) provisions authorizing or validating conclusive or discretionary determinations; (f) provisions for the payment of attorneys' fees where such payment is contrary to law or public policy and we call to your attention the provisions of Sections 1717 and 1717.5 of the California Civil Code, which limit and create obligations for the payment of attorneys' fees; (g) provisions prohibiting, restricting, or requiring consent to assignment or transfer of any agreement, right or property, or the effect thereon of California Civil Code Section 711; (h) provisions for liquidated damages, default interest, late charges, monetary penalties, prepayment or make-whole premiums or other economic remedies to the extent such provisions are deemed to constitute a penalty; (i) provisions permitting, upon acceleration of any indebtedness (including the Bonds), collection of that portion of the stated principal amount thereof which might be determined to constitute unearned interest thereon; and (j) the severability, if invalid, of provisions to the foregoing effect. We do not render any opinion herein with respect to the creation, validity, perfection or priority of any security interest.

March 11, 2022 Page 3

## LATHAM&WATKINS LLP

With your consent, except to the extent we have expressly opined as to such matters with respect to the Company herein we have assumed (a) that the Indenture and the Bonds (collectively, the "*Documents*") have been duly authorized, executed and delivered by the parties thereto, (b) that the Documents constitute legally valid and binding obligations of the parties thereto, enforceable against each of them in accordance with their respective terms, and (c) that the status of the Documents as legally valid and binding obligations of the parties is not affected by any (i) breaches of, or defaults under, agreements or instruments, (ii) violations of statutes, rules, regulations or court or governmental orders, or (iii) failures to obtain required consents, approvals or authorizations from, or make required registrations, declarations or filings with, governmental authorities.

This opinion is for your benefit in connection with the Registration Statement and may be relied upon by you and by persons entitled to rely upon it pursuant to the applicable provisions of the Act. We consent to your filing this opinion as an exhibit to the Company's Form 8-K dated March 11, 2022 and to the reference to our firm contained in the prospectus for the offering of the Bonds under the heading "Legal Matters." In giving such consent, we do not thereby admit that we are in the category of persons whose consent is required under Section 7 of the Act or the rules and regulations of the Commission thereunder.

Sincerely,

/s/ Latham & Watkins LLP