

1996.

The common stock, without par value, of SDG&E is registered pursuant to Section 12(b) of the Securities Exchange Act of 1934, as amended (the "1934 Act"). In addition, certain classes of SDG&E's preference stock (cumulative), without par value, and cumulative preferred stock, \$20 par value, are registered pursuant to Section 12(b) of the 1934 Act (and will remain so registered despite the Merger). As a result of the Merger, the registrant will become the successor registrant to SDG&E's registration of SDG&E common stock, without par value. The Merger will cause shares of SDG&E's common stock, without par value, to be converted, on a share-for-share basis, into shares of the registrant's common stock, without par value. Issued and outstanding shares of SDG&E's preference stock (cumulative), without par value, and cumulative preferred stock, \$20 par value, will remain outstanding and be unaffected by the Merger.

Item 3. Securities to be Registered

The registrant is authorized to issue 300,000,000 shares of the registrant's common stock, without par value. Upon the

Merger, approximately 116,583,358 shares of the registrant's common stock, without par value, will be issued and outstanding, none of which will be held by or for the account of the registrant.

Item 4. Description of Registrant's Securities to be Registered

The registrant's common stock, without par value, is described in the proxy statement and prospectus of SDG&E and the registrant which is included as part of the Form S-4 (No. 33-57007) and which is an exhibit hereto. The section entitled "Item No. 2 - Formation of a Holding Company -- Articles of Incorporation and Bylaws of ParentCo" is incorporated herein by reference.

Item 5. Financial Statements and Exhibits

Financial Statements. With reference to holders of the registrant's common stock, without par value, the capital structure and balance sheet of the registrant immediately after the Merger will be substantially the same as those of SDG&E immediately prior to the Merger. Accordingly, no financial statements are filed with this registration statement.

Exhibits.

2.1 The proxy statement and prospectus portion of the Registration Statement on Form S-4 of the registrant (Registration No. 33-57007). The proxy statement and prospectus portion of such Registration Statement is incorporated by reference.

2.2 The Agreement of Merger which will establish the registrant as the holding company for SDG&E.

3.1 The Restated Articles of Incorporation of the registrant.

- For remaining exhibits, please refer to the Exhibit Index.

SIGNATURE

Pursuant to the requirements of Section 12 of the Securities Exchange Act of 1934, the registrant has duly caused this amended registration statement to be signed on its behalf by the undersigned, thereunto duly authorized.

ENOVA CORPORATION

Dated: December 18, 1995

By: /s/ Frank H. Ault

Frank H. Ault
Vice President, Controller

EXHIBIT INDEX

These Exhibits are numbered in accordance with the Exhibit Table of Item 601 of Regulation S-K.

Exhibit No.	Description	Sequential Page No. in manually Signed Original
2.1	The proxy statement and prospectus portion of the Registration Statement on Form S-4 of the registrant (Registration No. 33-57007). The proxy statement and prospectus portion of such Registration Statement is incorporated herein by reference.	-
2.2	The Agreement of Merger which will establish the registrant as the holding company for SDG&E.	-
3.1	Restated Articles of Incorporation of the Registrant.	-
3.2	Bylaws of the Registrant.	-
4.1	Restated Articles of Incorporation of SDG&E. (Incorporated by reference from SDG&E's March 31, 1994 Form 10-Q - Exhibit 3.1.)	-
4.2	Mortgage and Deed of Trust dated July 1, 1940. (Incorporated by reference from Registration No. 2-49810 - Exhibit 2A.)	-
4.3	Second Supplemental Indenture dated as of March 1, 1948. (Incorporated by reference from Registration No. 2-49810 - Exhibit 2C.)	-
4.4	Ninth Supplemental Indenture dated as of August 1, 1968. (Incorporated by reference from Registration No. 2-68420 - Exhibit 2D.)	-
4.5	Tenth Supplemental Indenture dated as of December 1, 1968. (Incorporated by reference from Registration No. 2-36042 - Exhibit 2K.)	-
4.6	Sixteenth Supplemental Indenture dated August 28, 1975. (Incorporated by reference from Registration No. 2-68420 - Exhibit 2E.)	-
4.7	Thirtieth Supplemental Indenture dated September 28, 1983. (Incorporated by reference from Registration No. 33-34017 - Exhibit 4.3.)	-
10.1	Form of San Diego Gas & Electric Company Deferred Compensation Agreement for Officers #3 (1995 compensation, 1996 bonus). (Incorporated by reference from SDG&E's 1994 Form 10-K - Exhibit 10.1)	-
10.2	Form of San Diego Gas & Electric Company Deferred Compensation Agreement for Officers #1 (1995 compensation, 1996 bonus). (Incorporated by reference from SDG&E's 1994 Form 10-K - Exhibit 10.2)	-
10.3	Form of San Diego Gas & Electric Company Deferred Compensation Agreement for Nonemployee Directors (1995 compensation). (Incorporated by reference from SDG&E's 1994 Form 10-K - Exhibit 10.3.)	-

- 10.4 Form of San Diego Gas & Electric Company 1986 Long-Term Incentive Plan 1994 restricted stock award agreement. (Incorporated by reference from SDG&E's 1994 Form 10-K - Exhibit 10.4.) -
- 10.5 San Diego Gas & Electric Company Retirement Plan for Directors, restated as of October 24, 1994. (Incorporated by reference from SDG&E's 1994 Form 10-K - Exhibit 10.5.) -
- 10.6 Form of San Diego Gas & Electric Company Deferred Compensation Agreement for Officers #3 (1994 compensation). (Incorporated by reference from SDG&E's 1993 Form 10-K - Exhibit 10.1.) -
- 10.7 Form of San Diego Gas & Electric Company Deferred Compensation Agreement for Officers #1 (1994 compensation, 1995 incentive). (Incorporated by reference from SDG&E's 1993 Form 10-K - Exhibit 10.2.) -
- 10.8 Form of San Diego Gas & Electric Company Deferred Compensation Agreement for Nonemployee Directors (1994 compensation). (Incorporated by reference from SDG&E's 1993 Form 10-K - Exhibit 10.3.) -
- 10.9 Form of San Diego Gas & Electric Company 1986 Long-Term Incentive Plan 1993 restricted stock award agreement. (Incorporated by reference from SDG&E's 1993 Form 10-K - Exhibit 10.4.) -
- 10.10 Supplemental Executive Retirement Plan restated as of July 1, 1994. (Incorporated by reference from SDG&E's 1994 Form 10-K - Exhibit 10.14.) -
- 10.11 Amended 1986 Long-Term Incentive Plan, Restatement as of October 25, 1993. (Incorporated by reference from SDG&E's 1993 Form 10-K - Exhibit 10.6.) -
- 10.12 Loan agreement with CIBC Inc. dated as of December 1, 1993. (Incorporated by reference from SDG&E's 1993 Form 10-K - Exhibit 10.7.) -
- 10.13 Amendment to San Diego Gas & Electric Company and Southern California Gas Company Restated Long-Term Wholesale Natural Gas Service Contract dated March 26, 1993. (Incorporated by reference from SDG&E's 1993 Form 10-K - Exhibit 10.8.) -
- 10.14 Loan agreement with Mellon Bank, N.A. dated as of January 3, 1995. (Incorporated by reference from SDG&E's 1994 Form 10-K - Exhibit 10.9.) -
- 10.15 Loan agreement with First Interstate Bank of California dated as of January 3, 1995. (Incorporated by reference from SDG&E's 1994 Form 10-K - Exhibit 10.10). -
- 10.16 Loan agreement with the California Pollution Control Financing Authority in connection with the issuance of \$60 million of Pollution Control Bonds dated as of June 1, 1993. (Incorporated by reference from SDG&E's June 30, 1993 Form 10-Q - Exhibit 10.1.) -

- 10.17 Loan agreement with the City of San Diego in connection with the issuance of \$92.7 million of Industrial Development Bonds 1993 Series C dated as of July 1, 1993. (Incorporated by reference from SDG&E's June 30, 1993 Form 10-Q - Exhibit 10.2.) -
- 10.18 Loan agreement with Mellon Bank, N.A dated as of April 15, 1993. (Incorporated by reference from SDG&E's March 31, 1993 Form 10-Q - Exhibit 10.1.) -
- 10.19 Loan agreement with First Interstate Bank dated as of April 15, 1993. (Incorporated by reference from SDG&E's March 31, 1993 Form 10-Q - Exhibit 10.2.) -
- 10.20 Loan agreement with the City of San Diego in connection with the issuance of Industrial Development Bonds 1993 Series A dated as of April 1, 1993. (Incorporated by reference from SDG&E's March 31, 1993 Form 10-Q - Exhibit 10.3.) -
- 10.21 Loan agreement with the City of San Diego in connection with the issuance of Industrial Development Bonds 1993 Series B dated as of April 1, 1993. (Incorporated by reference from SDG&E's March 31, 1993 Form 10-Q - Exhibit 10.4.) -
- 10.22 Form of San Diego Gas & Electric Company Deferred Compensation Agreement for Officers #3 (1993 compensation). (Incorporated by reference from SDG&E's 1992 Form 10-K - Exhibit 10.1.) -
- 10.23 Form of San Diego Gas & Electric Company Deferred Compensation Agreement for Officers #1 (1993 compensation, 1994 incentive). (Incorporated by reference from SDG&E's 1992 Form 10-K - Exhibit 10.2.) -
- 10.24 Form of San Diego Gas & Electric Company Deferred Compensation Agreement for Nonemployee Directors (1993 compensation). (Incorporated by reference from SDG&E's 1992 Form 10-K - Exhibit 10.3.) -
- 10.25 Form of San Diego Gas & Electric Company 1986 Long-Term Incentive Plan 1992 restricted stock award agreement. (Incorporated by reference from SDG&E's 1992 Form 10-K - Exhibit 10.4.) -
- 10.26 Loan agreement with the City of Chula Vista in connection with the issuance of \$250 million of Industrial Development Revenue Bonds, dated as of December 1, 1992. (Incorporated by reference from SDG&E's 1992 Form 10-K - Exhibit 10.5.) -
- 10.27 Loan agreement with the City of San Diego in connection with the issuance of \$25 million of Industrial Development Revenue Bonds, dated as of September 1, 1987. (Incorporated by reference from SDG&E's 1992 Form 10-K - Exhibit 10.6.) -
- 10.28 Nuclear Facilities Qualified CPUC Decommissioning Master Trust Agreement for San Onofre Nuclear Generating Station, approved November 25, 1987. (Incorporated by reference from SDG&E's 1992 Form 10-K - Exhibit 10.7.) -

- 10.29 Amendment No. 1 to the Qualified CPUC Decommissioning Master Trust Agreement dated September 22, 1994. (Incorporated by reference from SDG&E's 1994 10-K - Exhibit 10.56).
- 10.30 Second Amendment to the San Diego Gas & Electric Company Nuclear Facilities Qualified CPUC Decommissioning Master Trust Agreement for San Onofre Nuclear Generating Stations. (Incorporated by reference from SDG&E's 1994 10-K - Exhibit 10.70).
- 10.31 Nuclear Facilities Non-Qualified CPUC Decommissioning Master Trust Agreement for San Onofre Nuclear Generating Station, approved November 25, 1987. (Incorporated by reference from SDG&E's 1992 Form 10-K - Exhibit 10.8.)
- 10.32 Loan agreement between Mellon Bank, N.A. and San Diego Gas & Electric Company dated December 15, 1992, as amended. (Incorporated by reference from SDG&E's 1992 Form 10-K - Exhibit 10.10.)
- 10.33 Fuel Lease dated as of September 8, 1983 between SONGS Fuel Company, as Lessor and San Diego Gas & Electric Company, as Lessee, and Amendment No. 1 to Fuel Lease, dated September 14, 1984 and Amendment No. 2 to Fuel Lease, dated March 2, 1987. (Incorporated by reference from SDG&E's 1992 Form 10-K - Exhibit 10.11.)
- 10.34 Loan Agreement with the City of San Diego in connection with the issuance of \$118.6 million of Industrial Development Revenue Bonds dated as of September 1, 1992. (Incorporated by reference from SDG&E's September 30, 1992 Form 10-Q - Exhibit 10.1.)
- 10.35 Gas Purchase Agreement, dated March 12, 1991 between Husky Oil Operations Limited and San Diego Gas & Electric Company. (Incorporated by reference from SDG&E's 1991 Form 10-K - Exhibit 10.1.)
- 10.36 Gas Purchase Agreement, dated March 12, 1991 between Canadian Hunter Marketing Limited and San Diego Gas & Electric Company. (Incorporated by reference from SDG&E's 1991 Form 10-K - Exhibit 10.2.)
- 10.37 Gas Purchase Agreement, dated March 12, 1991 between Bow Valley Industries Limited and San Diego Gas & Electric Company. (Incorporated by reference from SDG&E's 1991 Form 10-K - Exhibit 10.3.)
- 10.38 Gas Purchase Agreement, dated March 12, 1991 between Summit Resources Limited and San Diego Gas & Electric Company. (Incorporated by reference from SDG&E's 1991 Form 10-K - Exhibit 10.4.)
- 10.39 Service Agreement Applicable to Firm Transportation Service under Rate Schedule FS-1, dated May 31, 1991 between Alberta Natural Gas Company Ltd. and San Diego Gas & Electric Company. (Incorporated by reference from SDG&E's 1991 Form 10-K - Exhibit 10.5.)

- 10.40 Firm Transportation Service Agreement, dated December 31, 1991 -
between Pacific Gas and Electric Company and San Diego Gas & Electric
Company. (Incorporated by reference from SDG&E's 1991 Form 10-K -
Exhibit 10.7.)
- 10.41 Uranium enrichment services contract between the U. S. -
Department of Energy and Southern California Edison Company, as agent
for SDG&E and others; Contract DE-SC05-84UE07541, dated November 5, 1984,
effective June 1, 1984, as amended by modifications dated September 13,
1985, January 8, April 10, June 17 and August 8, 1986, March 26, 1987,
February 20 and July 25, 1990, and October 7, 1991. (Incorporated by
reference from SDG&E's 1991 Form 10-K - Exhibit 10.9.)
- 10.42 Loan agreement with California Pollution Control Financing -
Authority, dated as of December 1, 1985, in connection with the issuance
of \$35 million of pollution control bonds. (Incorporated by reference
from SDG&E's 1991 Form 10-K - Exhibit 10.10.)
- 10.43 Loan agreement with California Pollution Control Financing -
Authority, dated as of December 1, 1991, in connection with the issuance
of \$14.4 million of pollution control bonds. (Incorporated by reference
from SDG&E's 1991 Form 10-K - Exhibit 10.11.)
- 10.44 Loan agreement with the City of San Diego in connection with -
the issuance of \$44.25 million of Industrial Development Revenue Bonds,
dated as of July 1, 1986. (Incorporated by reference from SDG&E's 1991
Form 10-K - Exhibit 10.36.)
- 10.45 Loan agreement with the City of San Diego in connection with -
the issuance of \$81.35 million of Industrial Development Revenue Bonds,
dated as of December 1, 1986. (Incorporated by reference from SDG&E's
1991 Form 10-K - Exhibit 10.37.)
- 10.46 Loan agreement with the City of San Diego in connection with -
the issuance of \$100 million of Industrial Development Revenue Bonds,
dated as of September 1, 1985. (Incorporated by reference from SDG&E's
1991 Form 10-K - Exhibit 10.38.)
- 10.47 Executive Incentive Plan dated April 23, 1985. (Incorporated by -
reference from SDG&E's 1991 Form 10-K - Exhibit 10.39.)
- 10.48 Loan agreement with California Pollution Control Financing -
Authority dated as of December 1, 1984, in connection with the issuance
of \$27 million of pollution control bonds. (Incorporated by reference
from SDG&E's 1991 Form 10-K - Exhibit 10.40.)
- 10.49 Loan agreement with California Pollution Control Financing -
Authority dated as of May 1, 1984, in connection with the issuance of
\$53 million of pollution control bonds. (Incorporated by reference from
SDG&E's 1991 Form 10-K - Exhibit 10.41.)
- 10.50 Lease agreement dated as of July 14, 1975 with New England Mutual -
Life Insurance Company, as lessor. (Incorporated by reference from SDG&E's
1991 Form 10-K - Exhibit 10.42.)

- 10.51 Assignment of Lease agreement dated as of November 19, 1993 -
to Shapery Developers as lessor by New England Mutual Life Insurance
Company. (Incorporated by reference from SDG&E's 1994 10-K - Exhibit 10.74).
- 10.52 Firm Transportation Service Agreement, dated April 25, 1991 -
between Pacific Gas Transmission Company and San Diego Gas & Electric
Company. (Incorporated by reference from SDG&E's
March 31, 1991 Form 10-Q -Exhibit 28.2.)
- 10.53 Agreement dated March 19, 1987, for the Purchase and Sale of -
Uranium Concentrates between SDG&E and Saarberg-Interplan Uran GmbH
(assigned to Pathfinder Mines Corporation in June 1993). (Incorporated
by reference from SDG&E's 1990 Form 10-K - Exhibit 10.5.)
- 10.54 Second Amended San Onofre Agreement among Southern California -
Edison Company, SDG&E, the City of Anaheim and the City of Riverside, dated
February 26, 1987. (Incorporated by reference from SDG&E's 1990 Form 10-K -
Exhibit 10.6.)
- 10.55 San Diego Gas & Electric Company Executive Severance Allowance -
Plan, as Amended and Restated, December 17, 1990. (Incorporated by reference
from SDG&E's 1990 Form 10-K - Exhibit 10.8.)
- 10.56 San Diego Gas & Electric Company and Southern California Gas -
Company Restated Long-Term Wholesale Natural Gas Service Contract,
dated September 1, 1990. (Incorporated by reference from SDG&E's 1990
Form 10-K - Exhibit 10.9.)
- 10.57 Long-Term Natural Gas Storage Service Agreement dated -
January 12, 1994 between Southern California Gas Company and SDG&E.
(Incorporated by reference from SDG&E's 1994 10-K - Exhibit 10.42).
- 10.58 Loan agreement between Union Bank and SDG&E dated November 1, 1988 -
as amended. (Incorporated by reference from SDG&E's 1989 Form 10-K -
Exhibit 10I.)
- 10.59 Loan agreement between Bank of America National Trust & Savings -
Association and SDG&E dated November 1, 1988 as amended. (Incorporated by
reference from SDG&E's 1989 Form 10-K - Exhibit 10J.)
- 10.60 Loan agreement between First Interstate Bank of California and -
SDG&E dated November 1, 1988 as amended. (Incorporated by reference from
SDG&E's 1989 Form 10-K - Exhibit 10K.)
- 10.61 U. S. Navy contract for electric service, Contract -
N62474-70-C-1200-P00414, dated September 29, 1988. (Incorporated by
reference from SDG&E's 1988 Form 10-K - Exhibit 10C.)
- 10.62 Employment agreement between San Diego Gas & Electric Company and -
Thomas A. Page, dated June 15, 1988. (Incorporated by reference from
SDG&E's 1988 Form 10-K - Exhibit 10E.)

- 10.63 Public Service Company of New Mexico and San Diego Gas & Electric Company 1988-2001 100 MW System Power Agreement dated November 4, 1985 and Letter of Agreement dated April 28, 1986, June 4, 1986 and June 18, 1986. (Incorporated by reference from SDG&E's 1988 Form 10-K - Exhibit 10H.) -
- 10.64 San Diego Gas & Electric Company and Portland General Electric Company Long-Term Power Sale and Transmission Service agreements dated November 5, 1985. (Incorporated by reference from SDG&E's 1988 Form 10-K - Exhibit 10I.) -
- 10.65 Comision Federal de Electricidad and San Diego Gas & Electric Company Contract for the Purchase and Sale of Electric Capacity and Energy dated November 20, 1980 and additional Agreement to the contract dated March 22, 1985. (Incorporated by reference from SDG&E's 1988 Form 10-K - Exhibit 10J.) -
- 10.66 U. S. Department of Energy contract for disposal of spent nuclear fuel and/or high-level radioactive waste, entered into between the DOE and Southern California Edison Company, as agent for SDG&E and others; Contract DE-CR01-83NE44418, dated June 10, 1983. (Incorporated by reference from SDG&E's 1988 Form 10-K - Exhibit 10N.) -
- 10.67 Agreement with Arizona Public Service Company for Arizona transmission system participation agreement - contract 790116. (Incorporated by reference from SDG&E's 1988 Form 10-K - Exhibit 10P.) -
- 10.68 City of San Diego Electric Franchise (Ordinance No.10466). (Incorporated by reference from SDG&E's 1988 Form 10-K - Exhibit 10Q.) -
- 10.69 City of San Diego Gas Franchise (Ordinance No.10465). (Incorporated by reference from SDG&E's 1988 Form 10-K - Exhibit 10R.) -
- 10.70 County of San Diego Electric Franchise (Ordinance No.3207). (Incorporated by reference from SDG&E's 1988 Form 10-K - Exhibit 10S.) -
- 10.71 County of San Diego Gas Franchise (Ordinance No.5669). (Incorporated by reference from SDG&E's 1988 Form 10-K - Exhibit 10T.) -
- 10.72 Supplemental Pension Agreement with Thomas A. Page, dated as of April 3, 1978. (Incorporated by reference from SDG&E's 1988 Form 10-K - Exhibit 10V.) -
- 10.73 Lease Agreement dated as of March 25, 1992 with American National Insurance Company as lessor of an office complex at Century Park. (Incorporated by reference from SDG&E's 1994 10-K - Exhibit 10.70). -

10.74 Lease agreement dated as of June 15, 1978 with Lloyds Bank -
California, as owner-trustee and lessor - Exhibit B to financing agreement
of SDG&E's Encina Unit 5 equipment trust. (Incorporated by reference from
SDG&E's 1988 Form 10-K - Exhibit 10W.)

10.75 Amendment to Lease Agreement dated as of July 1, 1993 with Sanwa -
Bank California, as owner-trustee and lessor - Exhibit B to secured loan
agreement of SDG&E's Encina Unit 5 equipment trust. (Incorporated by
reference from SDG&E's 1994 10-K - Exhibit 10.72).

23 Consent of Deloitte & Touche LLP

The SDG&E Forms 10-K and 10-Q referred to above were filed under Commission
File Number 1-3779.

EXHIBIT 2.2

AGREEMENT OF MERGER

THIS AGREEMENT OF MERGER ("Agreement") is made as of December 12, 1995, by and among SAN DIEGO GAS & ELECTRIC COMPANY, a California corporation ("SDG&E"), SAN DIEGO MERGER COMPANY, a California corporation ("MergeCo"), and ENOVA CORPORATION, a California corporation ("ParentCo"), with reference to the following facts:

A. SDG&E has authorized capital consisting of (i) 255 million shares of Common Stock, without par value ("SDG&E Common Stock"), of which approximately 116,525,418 shares are issued and outstanding; (ii) 1,375,000 shares of Cumulative Preferred Stock, \$20 par value ("Cumulative Preferred Stock"), of which 1,373,770 shares (consisting of four separate series) are issued and outstanding; and (iii) 10 million shares of Preference Stock (Cumulative), without par value ("Preference Stock"), of which 3,190,000 shares (consisting of four separate series) are issued and outstanding.

B. MergeCo has authorized capital consisting of 1000 shares of Common Stock ("MergeCo Common Stock"), of which 100 shares are issued and outstanding and owned beneficially and of record by ParentCo.

C. ParentCo has authorized capital consisting of 300 million shares of Common Stock ("ParentCo Common Stock"), of which 100 shares are issued and outstanding and owned beneficially and of record by SDG&E, and 30 million shares of Preferred Stock, none of which have been issued.

D. The Boards of Directors of the respective parties hereto deem it advisable to merge MergeCo with and into SDG&E (the "Merger") in accordance with the California General Corporation Law ("California GCL") and this Agreement for the purpose of establishing ParentCo as the parent corporation for SDG&E in a transaction intended to qualify for tax-free treatment.

NOW, THEREFORE, in consideration of the premises and agreements contained herein, the parties agree that (i) MergeCo shall be merged with and into SDG&E (the "Merger"), (ii) SDG&E shall be the corporation surviving the Merger, and (iii) the terms and conditions of the Merger, the mode of carrying it into effect, and the manner of converting and exchanging shares of capital stock shall be as follows:

ARTICLE 1

The Merger

1.1 Officers' Certificates. Subject to and in accordance with the provisions of this Agreement, officers' certificates of SDG&E and MergeCo (the "Officers' Certificates") shall be signed and verified and thereafter delivered, together with a copy of this Agreement, to the office of the Secretary of State of California for filing, all as provided in Section 1103 of the California GCL.

1.2 Effective Time. The Merger shall become effective at 12:01 a.m. on January 1, 1996 (the "Effective Time"). At the Effective Time, the separate existence of MergeCo shall cease and MergeCo shall be merged with and into SDG&E, which shall continue its corporate existence as the surviving corporation (SDG&E and MergeCo being sometimes referred to herein as the "Constituent Corporations" and SDG&E, as the surviving corporation, being sometimes referred to herein as the "Surviving Corporation"). SDG&E shall succeed, without other transfer, to all the rights and property of MergeCo and shall be subject to all the debts and liabilities of MergeCo in the same manner as if SDG&E had itself incurred them. All rights of creditors and all liens upon the property of each of SDG&E and MergeCo shall be preserved unimpaired.

1.3 Appropriate Actions. Prior to and after the Effective Time, ParentCo, SDG&E and MergeCo, respectively, shall take all such actions as may be necessary or appropriate in order to

effectuate the Merger. In this connection, ParentCo shall issue the shares of ParentCo Common Stock into which outstanding shares of SDG&E Common Stock will be converted on a share-for-share basis to the extent provided in Article 2 of this Agreement. In case at any time after the Effective Time any further action is necessary or desirable to carry out the purposes of this Agreement and to vest the Surviving Corporation with full title to all properties, assets, privileges, rights, immunities and franchises of either of the Constituent Corporations, the officers and directors of each of the Constituent Corporations as of the Effective Time shall take all such further action.

ARTICLE 2

Terms of Conversion and Exchange of Shares

At the Effective Time:

2.1 SDG&E Common Stock. Each share of SDG&E Common Stock issued and outstanding immediately prior to the Merger shall be automatically changed and converted into one share of ParentCo Common Stock, which shall thereupon be issued and fully-paid and non-assessable; provided, however, that such conversion shall not affect shares of holders, if any, who perfect their rights as dissenting shareholders under Chapter 13 of the California GCL.

2.2 SDG&E Preferred Stock. Shares of the Cumulative Preferred Stock and Preference Stock of SDG&E issued and outstanding immediately prior to the Merger shall not be converted or otherwise affected by the Merger. Each such share shall continue to be (i) issued and outstanding and (ii) a fully-paid and nonassessable share (of Cumulative Preferred Stock or Preference Stock, as the case may be) of the Surviving Corporation.

2.3 MergeCo Shares. The shares of MergeCo Common Stock issued and outstanding immediately prior to the Merger shall be automatically changed and converted into all of the issued and outstanding shares of Common Stock of the Surviving Corporation, which shall thereupon be issued and fully-paid and nonassessable, with the effect that the number of issued and outstanding shares of Common Stock of the Surviving Corporation shall be the same as the number of issued and outstanding shares of SDG&E Common Stock immediately prior to the Effective Time.

2.4 ParentCo Shares. Each share of ParentCo Common Stock issued and outstanding immediately prior to the Merger shall be canceled.

ARTICLE 3

Articles of Incorporation and Bylaws

3.1 SDG&E's Restated Articles. From and after the Effective Time, and until thereafter amended as provided by law, the Restated Articles of Incorporation, as amended, of SDG&E as in effect immediately prior to the Merger shall be and continue to be the Restated Articles of Incorporation, as amended, of the Surviving Corporation.

3.2 SDG&E's Bylaws. From and after the Effective Time, and until thereafter amended as provided by law, the Bylaws of SDG&E as in effect immediately prior to the Merger shall be and continue to be the Bylaws of the Surviving Corporation.

ARTICLE 4

Directors and Officers

The persons who are directors and officers of SDG&E immediately prior to the Merger shall continue as directors and officers, respectively, of the Surviving Corporation and shall continue to hold office as provided in the Bylaws of the Surviving Corporation. If, at or following the Effective

Time, a vacancy shall exist in the Board of Directors or in the position of any officer of the Surviving Corporation, such vacancy may be filled in the manner provided in the Bylaws of the Surviving Corporation.

ARTICLE 5

Stock Certificates

5.1 Pre-Merger SDG&E Common. Following the Effective Time, each holder of an outstanding certificate or certificates theretofore representing shares of SDG&E Common Stock may, but shall not be required to, surrender the same to ParentCo for cancellation or transfer, and each such holder or transferee will be entitled to receive a certificate or certificates representing the same number of shares of ParentCo Common Stock as the shares of SDG&E Common Stock previously represented by the stock certificate(s) surrendered.

5.2 Outstanding Certificates. Until surrendered or presented for transfer in accordance with Section 5.1 above, each outstanding certificate which, prior to the Effective Time, represented SDG&E Common Stock shall be deemed and treated for all corporate purposes to represent the ownership of the same number of shares of ParentCo Common Stock as though such surrender or transfer and exchange had taken place.

5.3 SDG&E Stock Transfer Books. The stock transfer books for SDG&E Common Stock shall be deemed to be closed at the Effective Time and no transfer of shares of SDG&E Common Stock outstanding prior to the Effective Time shall thereafter be made on such books.

5.4 Post-Merger Rights of Holders. Following the Effective Time, the holders of certificates representing SDG&E Common Stock outstanding immediately prior to the Effective Time shall cease to have any rights with respect to stock of the Surviving Corporation and their sole rights shall be with respect to the ParentCo Common Stock into which their shares of SDG&E Common Stock shall have been converted by the Merger.

ARTICLE 6

Conditions of the Merger

Completion of the Merger is subject to the satisfaction of the following conditions:

6.1 Shareholder Approval. The principal terms of this Agreement shall have been approved by such holders of capital stock of each of the Constituent Corporations as is required by the California GCL.

6.2 SDG&E Preferred Vote. The principal terms of this Agreement shall have been approved by the holders of at least two-thirds of the combined outstanding shares of Cumulative Preferred Stock and Preference Stock.

6.3 ParentCo Common Stock Listed. The ParentCo Common Stock to be issued and to be reserved for issuance pursuant to the Merger shall have been approved for listing, upon official notice of issuance, by the New York Stock Exchange.

ARTICLE 7

Amendment and Termination

7.1 Amendment. The parties to this Agreement, by mutual consent of their respective boards of directors, may amend, modify or supplement this Agreement in such manner as may be agreed upon by them in writing at any time before or after approval of this Agreement by the pre-

Merger shareholders of SDG&E (as provided in Sections 6.1 and 6.2 above); provided, however, that no such amendment, modification or supplement shall, if agreed to after such approval by the pre-Merger shareholders of SDG&E, change any of the principal terms of this Agreement.

7.2 Termination. This Agreement may be terminated and the Merger and other transactions provided for by this Agreement may be abandoned at any time, whether before or after approval of this Agreement by the pre-Merger shareholders of SDG&E, by action of the board of directors of SDG&E if such board of directors determines for any reason that the completion of the transactions provided for herein would for any reason be inadvisable or not in the best interests of SDG&E or its shareholders.

ARTICLE 8

Miscellaneous

8.1 Approval of ParentCo Shares. By its execution and delivery of this Agreement, SDG&E, as the sole pre-Merger shareholder of ParentCo, consents to, approves and adopts this Agreement and approves the Merger, subject to approval of this Agreement by the pre-Merger shareholders of SDG&E (as provided in Sections 6.1 and 6.2 above).

8.2 Approval of MergeCo Shares. By its execution and delivery of this Agreement, ParentCo, as the sole pre-Merger shareholder of MergeCo, consents to, approves and adopts this Agreement and approves the Merger, subject to approval of this Agreement by the pre-Merger shareholders of SDG&E (as provided in Sections 6.1 and 6.2 above).

8.3 No Counterparts. This agreement may not be executed in counterparts.

IN WITNESS WHEREOF, SDG&E, ParentCo and MergeCo, pursuant to approval and authorization duly given by resolutions adopted by their respective boards of directors, have each caused this Agreement to be executed by its chairman of the board or its president or one of its vice presidents and by its secretary or one of its assistant secretaries.

SDG&E:
San Diego Gas & Electric Company,
a California corporation

By: /s/ Thomas A. Page

Its: Chairman and Chief Executive Officer

By: /s/ David R. Clark

Its: Assistant Secretary

ParentCo:
Enova Corporation,
a California corporation

By: /s/ Thomas A. Page

Its: Chairman and Chief Executive Officer

By: /s/ David R. Clark

Its: Assistant Secretary

MergeCo:
San Diego Merger Company,
a California corporation

By: /s/ Henry P. Morse, Jr.

Its: Chairman and Chief Executive Officer

By: /s/ Henry P. Morse, Jr.

Its: Secretary

RESTATED ARTICLES OF INCORPORATION

FIRST: The name of the Corporation is Enova Corporation.

SECOND: The purpose of the Corporation is to engage in any lawful act or activity for which a corporation may be organized under the General Corporation Law of California other than the banking business, the trust company business or the practice of a profession permitted to be incorporated by the California Corporations Code.

THIRD: Stock.

A. The Corporation is authorized to issue two classes of shares, to be designated respectively Preferred Stock ("Preferred Stock") and Common Stock ("Common Stock"). The total number of shares of capital stock that the Corporation is authorized to issue is 330,000,000, of which 30,000,000 shall be Preferred Stock and 300,000,000 shall be Common Stock.

B. The Preferred Stock may be issued from time to time in one or more series. The Board of Directors of the Corporation (the "Board of Directors") is expressly authorized to provide for the issue of all or any of the shares of the Preferred Stock in one or more series, and to fix the designation and number of shares and to determine or alter for each such series, such voting powers, full or limited, or no voting powers, and such designations, preferences and relative, participating, optional or other rights and such qualifications, limitations or restrictions thereof, as shall be stated and expressed in the resolution or resolutions adopted by the Board of Directors providing for the issue of such shares and as may be permitted by the General Corporation Law of California. The Board of Directors is also expressly authorized to increase or decrease (but not below the number of shares of such series then outstanding) the number of shares of any series subsequent to the issue of shares of that series. If the number of shares of any such series shall be so decreased, the shares constituting such decrease shall resume the status that they had prior to the adoption of the resolution originally fixing the number of shares of such series.

FOURTH: Directors.

A. The authorized number of directors of the Corporation shall not be fewer than nine (9) nor more than thirteen (13). The exact authorized number of directors shall be fixed from time to time, within the limits specified in this Article FOURTH, by resolution of the Board of Directors, or by a bylaw or amendment thereof duly adopted by the Board of Directors or the affirmative vote of the holders of shares representing at least 66-2/3% of the outstanding shares of the Corporation entitled to vote.

B. The Board of Directors shall be divided into three classes, designated Class I, Class II and Class III, as nearly equal in number as possible, and the term of office of directors of one class shall expire at each annual meeting of shareholders, but in all cases continue as to each director until his or her successor shall be elected and shall qualify or until his or her earlier resignation, removal from office, death or incapacity. Additional directorships resulting from an increase in number of directors shall be apportioned among the classes as equally as possible. The initial terms of office shall be determined by resolution duly adopted by the Board of Directors. At each annual meeting of shareholders the number of directors equal to the number of directors of the class whose term expires at the time of such meeting (or, if fewer, the number of directors properly nominated and qualified for election) shall be elected to hold office until the third succeeding annual meeting of shareholders after their election. This Paragraph B of this Article FOURTH shall become effective only when the Corporation shall have become a "listed corporation" within the meaning of section 301.5 of the California Corporations Code.

C. Vacancies in the Board of Directors, including, without limitation, vacancies created by the removal of any director, may be filled by a majority of the directors then in office, whether or not less than a quorum, or by a sole remaining director.

FIFTH: No shareholder may cumulate votes in the election of directors. This Article FIFTH shall become effective only when the Corporation shall have become a "listed corporation" within the meaning of section 301.5 of the California Corporations Code.

SIXTH: Unless the Board of Directors, by a resolution adopted by 66-2/3% of the authorized number of directors, waives the provisions of this Article SIXTH in any particular circumstance, any action required or permitted to be taken by shareholders of the Corporation must be taken either (i) at a duly called annual or special meeting of shareholders of the Corporation or (ii) by the unanimous written consent of all of the shareholders.

SEVENTH: Fair Price.

A. REQUIRED SHAREHOLDER VOTE FOR CERTAIN TRANSACTIONS.

Unless all of the conditions set forth in either Subsection 1 or 2 of Section B of this Article SEVENTH have been fulfilled, any agreement, contract, transaction or other arrangement providing for or resulting in a Business Combination must be approved by the affirmative vote of 66-2/3% of the number of shares of Common Stock outstanding at the time voting as a separate class. Such affirmative vote shall be required notwithstanding the fact that no vote may be required by law or these Articles or that a lesser percentage, different or additional vote may be specified by law, these Articles, or in any agreement with any national securities exchange or otherwise, in which case each vote requirement shall be satisfied individually.

B. EXCEPTIONS.

Section A of this Article SEVENTH shall not apply to any Business Combination if the conditions specified in either Subsection 1 or 2 below are met.

1. The Business Combination shall have been approved by a resolution adopted by 66-2/3% of the authorized number of directors of the Corporation, or

2. All of the following conditions have been met:

a. Any consideration to be received for any stock as a result of the Business Combination shall be in cash or in the same form as a Dominant Shareholder has previously paid for shares of that class. If varying forms of consideration have been used, the form of consideration shall be the form used to acquire the largest number of shares of the class receiving consideration.

b. The aggregate amount of cash and the fair market value of any other form of consideration shall, on a per share basis, be at least equal to the Highest Purchase Price paid by a Dominant Shareholder for shares of the same class.

c. After such Dominant Shareholder has become a Dominant Shareholder and prior to the consummation of such Business Combination:

(1) There shall have been no failure to declare and pay in full at the regular rate any periodic dividends on any outstanding preferred stock unless such failure is approved by 66-2/3% of the authorized number of directors of the Corporation;

(2) There shall have been no reduction in the quarterly rate of dividends, if any, paid on common shares (such rate to be appropriately adjusted to reflect the occurrence of any reclassification, reverse stock split, recapitalization, reorganization or other similar transaction having the effect of changing the number of outstanding common shares) unless such reduction is approved by 66-2/3% of the authorized number of directors of the Corporation; and

(3) Neither a Dominant Shareholder nor an Affiliate thereof shall have acquired Beneficial Ownership of any additional shares of voting stock of the Corporation except as part of a transaction which has been approved by a resolution adopted by 66-2/3% of the authorized number of directors.

3. Definitions.

a. "Affiliate" means: a Person that directly, or indirectly through one or more intermediaries, controls or is controlled by, or is under common control with, a specified Person.

b. "Beneficial Ownership" means: ownership; holding the right to vote pursuant to any agreement, arrangement or understanding; having the right to acquire pursuant to any agreement, arrangement, understanding, option, right, warrant or right of conversion; having the right to dispose of pursuant to any agreement, arrangement or understanding; having the right to receive money (e.g., dividends, redemption proceeds or proceeds from any sale) pursuant to any agreement, arrangement or understanding; and Beneficial Ownership (pursuant to the foregoing provisions of this definition) by an Affiliate or by an officer, director or employee of a Dominant Shareholder or any Affiliate of such an officer, director or employee.

c. "Business Combination" means: (1) a merger or consolidation of the Corporation or any Subsidiary with a Dominant Shareholder or with any other corporation or entity which is, or after such merger or consolidation would be, an Affiliate of a Dominant Shareholder; (2) the sale, lease, exchange, pledge, transfer or other disposition by the Corporation, or a Subsidiary, of assets exceeding ten percent (10%) of the total assets of the Corporation in a transaction or series of transactions in which a Dominant Shareholder is either a party or has an interest; (3) the issuance, sale, exchange, disposition or other transfer by the Corporation or any Subsidiary, in one transaction or a series of transactions, of any securities of the Corporation, or any Subsidiary, to any Dominant Shareholder or any Affiliate of any Dominant Shareholder in exchange for cash, securities or other property having an aggregate fair market value in excess of ten percent (10%) of the fair market value of the issued and outstanding capital stock of the Corporation prior to such transaction; (4) any reclassification of securities, any reverse stock split, or any recapitalization of the Corporation or any other transaction which has the effect, directly or indirectly, of increasing the Beneficial Ownership of the Corporation or any Subsidiary by the Dominant Shareholder or any Affiliate thereof.

d. "Dominant Shareholder" means: any Person (except this Corporation, any Subsidiary of this Corporation, and any Savings, Pension, TRESOP or other benefit plan of this Corporation or any fiduciary, trustee or custodian thereof acting in such a capacity) who is the Beneficial Owner, directly or indirectly, of more than ten percent (10%) but less than 99 percent (99%) of the shares of the Corporation having the power to vote for the Board of Directors. The relevant time for calculating this percentage shall be each date on which any approval (board, shareholder, governmental or any other)

necessary to complete any agreement, contract, transaction or other arrangement providing for or resulting in a Business Combination is obtained.

e. "Highest Purchase Price" shall mean the highest amount of consideration paid by a Dominant Shareholder at any time within two years prior to the date of becoming a Dominant Shareholder and during any time while having the status of Dominant Shareholder; provided, however, that the Highest Purchase Price shall be appropriately adjusted to reflect the occurrence of any reclassification, recapitalization, stock split, reverse stock split or other readjustment to the number of outstanding shares of stock in a class, or the payment of a stock dividend thereon occurring between the last date upon which such Dominant Shareholder paid the Highest Purchase Price and the effective date of the Business Combination.

f. "Person" means: any individual, group, partnership, association, firm, corporation or other entity.

g. "Subsidiary" means: any corporation in which this Corporation has Beneficial Ownership of at least a majority of any class of stock having the right to vote for directors.

4. The Board of Directors by a vote of 66-2/3% of the authorized number of directors shall have the right to make any determinations required under this Article SEVENTH.

EIGHTH: Indemnity.

A. LIMITATION OF DIRECTORS' LIABILITY.

The liability of the directors of the Corporation for monetary damages shall be eliminated to the fullest extent permissible under California law.

B. DEMNIFICATION OF CORPORATE AGENTS.

The Corporation is authorized to provide indemnification of agents (as defined in Section 317 of the California Corporations Code) through bylaw provisions, agreements with agents, vote of shareholders or disinterested directors, or otherwise, in excess of the indemnification otherwise permitted by Section 317 of the California Corporations Code, subject only to the applicable limits set forth in Section 204 of the California Corporations Code.

NINTH: The Board of Directors is expressly authorized to make, amend or repeal the bylaws of the Corporation, without any action on the part of the shareholders, solely by the affirmative vote of at least 66-2/3% of the authorized number of directors. The bylaws may also be amended or repealed by the shareholders, but only by the affirmative vote of the holders of shares representing at least 66-2/3% of the outstanding shares of the Corporation entitled to vote.

TENTH: The amendment or repeal of Articles FOURTH, FIFTH, SIXTH, SEVENTH, EIGHTH, NINTH and TENTH shall require the approval of the holders of shares representing at least 66- 2/3% of the outstanding shares of the Corporation entitled to vote.

EXHIBIT 3.2

BYLAWS OF ENOVA CORPORATION

ARTICLE ONE

Corporate Management

The business and affairs of the Corporation shall be managed, and all corporate powers shall be exercised, by or under the direction of the Board of Directors ("the Board"), subject to the Articles of Incorporation and the California Corporations Code.

ARTICLE TWO

Officers

Section 1. Designation. The officers of the Corporation shall consist of a Chairman of the Board (the "Chairman") or a President, or both, one or more Vice Presidents, a Secretary, one or more Assistant Secretaries, a Treasurer, one or more Assistant Treasurers, a Controller, one or more Assistant Controllers, and such other officers as the Board may from time to time elect. Any two or more of such offices may be held by the same person.

Section 2. Term. The officers shall be elected by the Board as soon as possible after the annual meeting of the Shareholders, and shall hold office for one year or until their successors are duly elected. Any officers may be removed from office at any time, with or without cause, by the vote of a majority of the authorized number of Directors. The Board may fill vacancies or elect new officers at any time.

Section 3 Chairman. The Chairman shall preside over meetings of the Shareholders and of the Board, make a full report to each Shareholders' annual meeting covering the next preceding fiscal year, and perform all other duties designated by the Board.

Section 4 The President. The President shall have the general management and direction of the affairs of the Corporation, subject to the control of the Board. In the absence or disability of the Chairman, the President shall perform the duties and exercise the powers of the Chairman.

Section 5 Vice Presidents. The Vice Presidents, one of whom shall be the chief financial officer, shall have such duties as the President or the Board shall designate.

Section 6 Chief Financial Officer. The Chief Financial Officer shall be responsible for the issuance of securities and the management of the Corporation's cash, receivables and temporary investments.

Section 7 Secretary and Assistant Secretary. The Secretary shall attend all meetings of the Shareholders and the Board, keep a true and accurate record of the proceedings of all such meetings and attest the same by his or her signature, have charge of all books, documents and papers which appertain to the office, have custody of the corporate seal and affix it to all papers and documents requiring sealing, give all notices of meetings, have the custody of the books of stock certificates and transfers, issue all stock certificates, and perform all other duties usually appertaining to the office and all duties designated by the bylaws, the President or the Board. In the absence of the Secretary, any Assistant

Secretary may perform the duties and shall have the powers of the Secretary.

Section 8 Treasurer and Assistant Treasurer.
The Treasurer shall perform all duties usually appertaining to the office and all duties designated by the President or the Board. In the absence of

the Treasurer, any Assistant Treasurer may perform the duties and shall have all the powers of the Treasurer.

Section 9 Controller and Assistant Controller.

The Controller shall be responsible for establishing financial control policies for the Corporation, shall be its principal accounting officer, and shall perform all duties usually appertaining to the office and all duties designated by the President or the Board. In the absence of the Controller, any Assistant Controller may perform the duties and shall have all the powers of the Controller.

Section 10 Chief Executive Officer. Either the Chairman or the President shall be the chief executive officer.

Section 11 Chief Operating Officer. Either the President or any Vice President shall be the chief operating officer.

ARTICLE THREE
Directors

Section 1 Number. The authorized number of Directors shall be determined as set forth in the Articles of Incorporation.

Section 2 Election. A Board shall be elected as set forth in the Articles of Incorporation. Any candidate nominated by management for election to the Board shall be so nominated without regard to his or her sex, race, color or creed.

Section 3 Vacancies. Vacancies in the Board may be filled as set forth in the Articles of Incorporation.

Section 4 Compensation. Members of the Board shall receive such compensation as the Board may from time to time determine.

Section 5 Regular Meetings. The regular meetings of the Board shall be held immediately after each annual meeting of the Shareholders in April, and on the fourth Monday of each other month, at 1:00 p.m. at the principal office of the Corporation in San Diego, California. If any such date is a legal holiday, the meeting shall be held on the next day which is not a holiday. The Board may cancel, or designate a different date, time or place for any regular meeting.

Section 6 Special Meetings. Special meetings of the Board may be called at any time by the Chairman, the President or any two Directors.

Section 7 Notice of Meetings. Written notice shall be given to each Director of the date, time and place of each regular meeting and each special meeting of the Board. If given by mail, such notice shall be mailed to each Director at least four days before the date of such meeting, or such notice may be given to each Director personally or by telegram at least 48 hours before the time of such meeting. Every notice of special meeting shall state the purpose for which such meeting is called. Notice of a meeting need not be given to any Director who signs a waiver of notice, whether before or after the meeting, or who attends the meeting without protesting, prior thereto or at its commencement, the lack of notice to such Director.

Section 8 Quorum. A majority of the

authorized number of Directors shall be necessary to constitute a quorum for the transaction of business, and every act or decision of a majority of the Directors present at a meeting at which a quorum is present shall be valid as the act of the Board, provided that a meeting at which a quorum is initially present may continue to transact business, notwithstanding the withdrawal of Directors, if any action taken is approved by at least a majority of the required quorum for such meeting. A majority of Directors present at any meeting, in the absence of a quorum, may adjourn to another time.

Section 9 Action Upon Consent. Any action required or permitted to be taken by the Board may be taken without a meeting, if all members of the Board shall individually or collectively consent in writing to such action.

Section 10 Telephonic Participation. Members of the Board may participate in a meeting through use of conference telephone or similar communications equipment, so long as all members participating in the meeting can hear one another. Such participation constitutes presence in person at the meeting.

Section 11 Directors Emeritus. The Board may from time to time elect one or more Directors Emeritus. Each Director Emeritus shall have the privilege of attending meetings of the Board, upon invitation of the Chairman or the President. No Director Emeritus shall be entitled to vote on any business coming before the Board or be counted as a member of the Board for any purpose whatsoever.

ARTICLE FOUR Committees

Section 1. Executive Committee. The Board shall appoint an Executive Committee. The Chairman shall be ex officio the Chairman thereof, unless the Board shall appoint another member as Chairman. The Executive Committee shall be composed of members of the Board, and shall at all times be subject to its control. The Executive Committee shall have all the authority of the Board, except with respect to:

- (a) The approval of any action which also requires Shareholders' approval.
- (b) The filling of vacancies on the Board or on any committee.
- (c) The fixing of compensation of the Directors for serving on the Board or on any committee.
- (d) The amendment or repeal of bylaws or the adoption of new bylaws.
- (e) The amendment or repeal of any resolution of the Board which by its express terms is not so amendable or repealable.
- (f) A distribution to the Shareholders.
- (g) The appointment of other committees of the Board or the members thereof.

Section 2. Audit Committee. The Board shall appoint an Audit Committee comprised solely of Directors who are neither officers nor employees of the Corporation and who are free from any relationship that, in the opinion of the Board, would interfere with the exercise of independent judgment as committee members. The Audit Committee shall review and make recommendations to the Board with respect to:

- (a) The engagement of an independent accounting firm to audit the Corporation's financial statements and the terms of such engagement.
- (b) The policies and procedures for maintaining the Corporation's books and records and for furnishing appropriate information to the independent auditor.
- (c) The evaluation and implementation of any

recommendations made by the independent auditor.

(d) The adequacy of the Corporation's internal audit controls and related personnel.

(e) Such other matters relating to the Corporation's financial affairs and accounts as the Committee deems desirable.

Section 3. Other Committees. The Board may appoint such other committees of its members as it shall deem desirable, and, within the limitations specified for the Executive Committee, may vest such committees with such powers and authorities as it shall see fit, and all such committees shall at all times be subject to its control.

Section 4. Notice of Meetings. Notice of each meeting of any committee of the Board shall be given to each member of such committee, and the giving of such notice shall be subject to the same requirements as the giving of notice of meetings of the Board, unless the Board shall establish different requirements for the giving of notice of committee meetings.

Section 5. Conduct of Meetings. The provisions of these bylaws with respect to the conduct of meetings of the Board shall govern the conduct of committee meetings. Written minutes shall be kept of all committee meetings.

ARTICLE FIVE Shareholder Meetings

Section 1 Annual Meeting. The annual meeting of the Shareholders shall be held at 11:00 a.m. on the fourth Tuesday in April in each year or on a date and at a time determined to be appropriate by the Board of Directors. If such day is a legal holiday, the meeting shall be held on the next day which is not a holiday.

Section 2 Special Meetings. Special meetings of the Shareholders for any purpose whatsoever may be called at any time by the Chairman, the President, or the Board, or by one or more Shareholders holding not less than one-tenth of the voting power of the Corporation.

Section 3. Place of Meetings. All meetings of the Shareholders shall be held at the principal office of the Corporation in San Diego, California, or at such other locations as may be designated by the Board.

Section 4 Notice of Meetings. Written notice shall be given to each Shareholder entitled to vote of the date, time, place and general purpose of each meeting of Shareholders. Notice may be given personally, or by mail, or by telegram, charges prepaid, to the Shareholder's address appearing on the books of the Corporation. If a Shareholder supplies no address to the Corporation, notice shall be deemed to be given if mailed to the place where the principal office of the Corporation is situated, or published at least once in some newspaper of general circulation in the county of said principal office. Notice of any meeting shall be sent to each Shareholder entitled thereto not less than 10 or more than 60 days before such meeting.

Section 5. Voting. The Board may fix a time in the future not less than 10 or more than 60 days preceding the date of any meeting of Shareholders, or not more than 60 days preceding the date fixed for the payment of any dividend or distribution, or for the allotment of rights, or when any change or conversion or exchange of shares shall go into effect, as a

record date for the determination of the Shareholders entitled to notice of and to vote at any such meeting or entitled to receive any such dividend or distribution, or any such allotment of rights, or to exercise the rights in respect to any such change, conversion, or exchange of shares. In such case only Shareholders of record at the close of business on the date so fixed shall be entitled to notice of and to vote at such meeting or to receive such dividend, distribution or allotment of rights, or to exercise such rights, as the case may be, notwithstanding any transfer of any shares on the books of the Corporation after any record date fixed as aforesaid. The Board may close the books of the Corporation against any transfer of shares during the whole or any part of such period.

Section 6. Quorum. At any Shareholders' meeting a majority of the shares entitled to vote must be represented in order to constitute a quorum for the transaction of business, but a majority of the shares present, or represented by proxy, though less than a quorum, may adjourn the meeting to some other date, and from day to day or from time to time thereafter until a quorum is present.

ARTICLE SIX
Certificate of Shares

Section 1 Form. Certificates for shares of the Corporation shall state the name of the registered holder of the shares represented thereby, and shall be signed by the Chairman or the President or a Vice President, and by the Secretary or an Assistant Secretary. Any such signature may be by facsimile thereof.

Section 2 Surrender. Upon a surrender to the Secretary, or to a transfer agent or transfer clerk of the Corporation, of a certificate for shares duly endorsed or accompanied by proper evidence of succession, assignment or authority to transfer, the Corporation shall issue a new certificate to the party entitled thereto, cancel the old certificate and record the transaction upon its books.

Section 3 Right of Transfer. When a transfer of shares on the books is requested, and there is a reasonable doubt as to the rights of the persons seeking such transfer, the Corporation, or its transfer agent or transfer clerk, before entering the transfer of the shares on its books or issuing any certificate therefor, may require from such person reasonable proof of his or her rights, and, if there remains a reasonable doubt in respect thereto, may refuse a transfer unless such person shall give adequate security or a bond of indemnity executed by a corporate surety, or by two individual sureties, satisfactory to the Corporation as to form, amount and responsibility of sureties.

Section 4 Conflicting Claims. The Corporation shall be entitled to treat the holder of record of any shares as the holder in fact thereof and shall not be bound to recognize any equitable or other claim to or interest in such shares on the part of any other person, whether or not it shall have express or other notice thereof, save as expressly provided by the laws of the State of California.

Section 5 Loss Theft and Destruction. In the case of the alleged loss, theft or destruction of any certificate of shares, another may be issued in its place as follows: (1) the owner of the lost, stolen or destroyed certificate shall file with the transfer agent of the Corporation a duly executed Affidavit or Loss and Indemnity Agreement and Certificate of Coverage, accompanied by a check representing the cost of the bond as outlined in any blanket lost securities and avoid administration bond previously approved by the Directors of the Corporation and executed by a surety company satisfactory to them, which bond shall indemnify the Corporation, its transfer agents and registrars; or (2) the Board may, in its discretion, authorize the issuance of a new certificate to replace a lost, stolen or destroyed certificate on such other terms and conditions as it may determine to be reasonable.

ARTICLE SEVEN
Indemnification of Agents of the Corporation

Section 1 Definitions. For the purposes of this Article Seven, "agent" means any person who (i) is or was a Director, officer, employee or other agent of the Corporation, (ii) is or was serving at the request of the Corporation as a director, officer, employee or agent of another foreign or domestic corporation, partnership, joint venture, trust or other enterprise or (iii) was a director, officer, employee or agent of a foreign or domestic corporation which was a predecessor corporation of the Corporation or of another enterprise at the request of such predecessor corporation; "proceeding" means any threatened, pending or completed action or proceeding, whether civil, criminal, administrative or investigative; and "expenses" includes, without limitation, attorneys' fees

and any expenses of establishing a right to indemnification under Sections 4 or 5(c) of this Article Seven.

Section 2 Indemnification for Third Party Actions. The Corporation shall have the power to indemnify any person who is or was a party, or is threatened to be made a party, to any proceeding (other than an action by or in the right of the Corporation to procure a judgment in its favor) by reason of the fact that such person is or was an agent of the Corporation against expenses, judgments, fines, settlements and other amounts actually and reasonably incurred in connection with such proceeding if such person acted in good faith and in a manner such person reasonably believed to be in the best interests of the Corporation and, in the case of a criminal proceeding, had no reasonable cause to believe the conduct of such person was unlawful. The termination of any proceeding by judgment, order, settlement, conviction or upon a plea of nolo contendere or its equivalent shall not, of itself, create a presumption that the person did not act in good faith and in a manner which the person reasonably believed to be in the best interests of the Corporation or that the person had reasonable cause to believe that the person's conduct was unlawful.

Section 3 Indemnification for Derivative Actions. The Corporation shall have the power to indemnify any person who is or was a party, or is threatened to be made a party, to any threatened, pending or completed action by or in the right of the Corporation to procure a judgment in its favor by reason of the fact that such person is or was an agent of the Corporation against expenses actually and reasonably incurred by such person in connection with the defense or settlement of such action if such person acted in good faith and in a manner such person believed to be in the best interests of the Corporation and its Shareholders. No indemnification shall be made under this Section 3:

(a) In respect of any claim, issue or matter as to which such person shall have been adjudged to be liable to the Corporation in the performance of such person's duty to the Corporation and its Shareholders, unless and only to the extent that the court in which such proceeding is or was pending shall determine upon application that, in view of all the circumstances of the case, such person is fairly and reasonably entitled to indemnity for expenses and then only to the extent that the court shall determine; or

(b) Of amounts paid in settling or otherwise disposing of a pending action without court approval; or

(c) Of expenses incurred in defending a pending action which is settled or otherwise disposed of without court approval.

Section 4. Successful Defense. Notwithstanding any other provision of this Article, to the extent that an agent of the Corporation has been successful on the merits or otherwise (including the dismissal of an action without prejudice or the settlement of a proceeding or action without admission of liability) in defense of any proceeding referred to in Sections 2 or 3 of this Article, or in defense of any claim, issue or matter therein, he or she shall be indemnified against expenses (including attorneys' fees) actually and reasonably incurred in connection therewith.

Section 5 Discretionary Indemnification. Except as provided in Section 4 of this Article Seven, any indemnification under Section 3 hereof shall be made by

the Corporation only if authorized in the specific case, upon a determination that indemnification of the agent is proper in the circumstances because the agent has met the applicable standard of conduct set forth in Section 3, by:

(a) A majority vote of a quorum consisting of Directors who are not parties to such proceeding;

(b) If such a quorum of Directors is not obtainable, by independent legal counsel in a written opinion;

(c) Approval by the affirmative vote of a majority of the shares of this Corporation represented and voting at a duly held meeting at which a quorum is present (which shares voting affirmatively also constitute at least a majority of the required quorum) or by the written consent of holders of a majority of the outstanding shares which would be entitled to vote at such meeting and, for such purpose, the shares owned by the person to be indemnified shall not be considered outstanding or entitled to vote; or

(d) The court in which such proceeding is or was pending, upon application made by the Corporation, the agent or the attorney or other person rendering services in connection with the defense, whether or not such application by said agent, attorney or other person is opposed by the Corporation.

Section 6 Advancement of Expenses. Expenses incurred in defending any proceeding may be advanced by the Corporation prior to the final disposition of such proceeding upon receipt of an undertaking by or on behalf of the agent to repay such amount if it shall be determined ultimately that the agent is not entitled to be indemnified as authorized in this Article Seven.

Section 7 Restriction on Indemnification. No indemnification or advance shall be made under this Article Seven, except as provided in Sections 4 and 6 hereof, in any circumstance where it appears:

(a) That it would be inconsistent with a provision of the Articles of Incorporation of the Corporation, its bylaws, a resolution of the Shareholders or an agreement in effect at the time of the accrual of the alleged cause of action asserted in the proceeding in which the expenses were incurred or other amounts were paid which prohibits or otherwise limits indemnification; or

(b) That it would be inconsistent with any condition expressly imposed by a court in approving a settlement.

Section 8 Non-Exclusive. In the absence of any other basis for indemnification of an agent, the Corporation can indemnify such agent pursuant to this Article Seven. The indemnification provided by this Article Seven shall not be deemed exclusive of any other rights to which those seeking indemnification may be entitled under any statute, bylaw, agreement, vote of Shareholders or disinterested Directors or otherwise, both as to action in an official capacity and as to action in another capacity while holding such office. The rights to indemnification under this Article Seven shall continue as to a person who has ceased to be a Director, officer, employee, or agent and shall inure to the benefit of the heirs, executors, and administrators of the person. Nothing contained in this Section 8 shall affect any right to indemnification to which persons other than such Directors and officers may be entitled by contract or otherwise.

Section 9 Expenses as a Witness. To the extent that any agent of the Corporation is by reason of such position, or a position with another entity at the request of the Corporation, a witness in any action, suit or proceeding, he or she shall be indemnified against all costs and expenses actually and reasonably incurred by him or her or on his or her behalf in connection therewith.

Section 10 Insurance. The Board may purchase and maintain directors and officers liability insurance, at its expense, to protect itself and any Director, officer or other named or specified agent of the Corporation or another corporation, partnership,

joint venture, trust or other enterprise against any expense, liability or loss asserted against or incurred by the agent in such capacity or arising out of the agent's status as such, whether or not the Corporation would have the power to indemnify the agent against such expense, liability or loss under the provisions of this Article Seven or under California Law.

Section 11 Separability. Each and every paragraph, sentence, term and provision of this Article Seven is separate and distinct so that if any paragraph, sentence, term or provision hereof shall be held to be invalid or unenforceable for any reason, such invalidity or unenforceability shall not affect the validity or unenforceability of any other paragraph, sentence, term or provision hereof. To the extent required, any paragraph, sentence, term or provision of this Article may be modified by a court of competent jurisdiction to preserve its validity and to provide the claimant with, subject to the limitations set forth in this Article and any agreement between the Corporation and claimant, the broadest possible indemnification permitted under applicable law. If this Article Seven or any portion hereof shall be invalidated on any ground by any court of competent jurisdiction, then the Corporation shall nevertheless have the power to indemnify each Director, officer, employee, or other agent against expenses (including attorneys' fees), judgments, fines and amounts paid in settlement with respect to any action, suit, proceeding or investigation, whether civil, criminal or administrative, and whether internal or external, including a grand jury proceeding and including an action or suit brought by or in the right of the Corporation, to the full extent permitted by any applicable portion of this Article Seven that shall not have been invalidated or by any other applicable law.

Section 12 Agreements. Upon, and in the event of, a determination of the Board to do so, the Corporation is authorized to enter into indemnification agreements with some or all of its Directors, officers, employees and other agents providing for indemnification to the fullest extent permissible under California law and the Corporation's Articles of Incorporation.

Section 13 Retroactive Appeal. In the event this Article Seven is repealed or modified so as to reduce the protection afforded herein, the indemnification provided by this Article shall remain in full force and effect with respect to any act or omission occurring prior to such repeal or modification.

ARTICLE EIGHT Obligations

All obligations of the Corporation, including promissory notes, checks, drafts, bills of exchange, and contracts of every kind, and evidences of indebtedness issued in the name of, or payable to, or executed on behalf of the Corporation, shall be signed or endorsed by such officer or officers, or agent or agents, of the Corporation and in such manner as, from time to time, shall be determined by the Board.

ARTICLE NINE Corporate Seal

The corporate seal shall set forth the name of the Corporation, state, and date of incorporation.

ARTICLE TEN Amendments

These bylaws may be amended or repealed as set forth in the Articles of Incorporation.

ARTICLE ELEVEN
Availability of Bylaws

A current copy of these bylaws shall be mailed or otherwise furnished to any Shareholder of record within five days after receipt of a request therefor.

INDEPENDENT AUDITORS' CONSENT

We consent to the incorporation by reference in this Amendment to Registration Statement No. 001-11439 of Enova Corporation on Form 8-B/A of our reports dated February 27, 1995 (which reports contain an emphasis paragraph referring to the consideration by San Diego Gas & Electric Company of alternative strategies for Wahlco Environmental Systems, Inc.), appearing in and incorporated by reference in the Annual Report on Form 10-K of San Diego Gas & Electric Company for the year ended December 31, 1994.

/s/ DELOITTE & TOUCHE LLP

San Diego, California
December 18, 1995