

**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): April 7, 2020

Commission File Number	Exact Name of Registrants as Specified in their Charters, Address and Telephone Number	State of Incorporation	I.R.S. Employer Identification Nos.	Former name or former address, if changed since last report
1-14201	SEMPRA ENERGY 488 8th Avenue San Diego, California 92101 (619) 696-2000	California	33-0732627	No change
1-03779	SAN DIEGO GAS & ELECTRIC COMPANY 8326 Century Park Court San Diego, California 92123 (619) 696-2000	California	95-1184800	No change

Check the appropriate box below if the Form 8-K filing is intended to simultaneously satisfy the filing obligation of the registrants under any of the following provisions:

- Written communications pursuant to Rule 425 under the Securities Act (17 CFR 230.425)
- Soliciting material pursuant to Rule 14a-12 under the Exchange Act (17 CFR 240.14a-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))

SECURITIES REGISTERED PURSUANT TO SECTION 12(b) OF THE ACT:

Title of Each Class	Trading Symbol	Name of Each Exchange on Which Registered
Sempra Energy:		
Sempra Energy Common Stock, without par value	SRE	NYSE
Sempra Energy 6% Mandatory Convertible Preferred Stock, Series A, \$100 liquidation preference	SREPREA	NYSE
Sempra Energy 6.75% Mandatory Convertible Preferred Stock, Series B, \$100 liquidation preference	SREPRB	NYSE
Sempra Energy 5.75% Junior Subordinated Notes Due 2029, \$25 par value	SREA	NYSE
San Diego Gas & Electric Company:		
None		

Indicate by check mark whether the registrant is an emerging growth company as defined in Rule 405 of the Securities Act of 1933 (17 CFR 230.405) or Rule 12b-2 of the Securities Exchange Act of 1934 (17 CFR 240.12b-2).

Sempra Energy	Emerging growth company
San Diego Gas & Electric Company	<input type="checkbox"/>
	<input type="checkbox"/>

If an emerging growth company, indicate by check mark if the registrant has elected not to use the extended transition period for complying with any new or revised financial accounting standards provided pursuant to Section 13(a) of the Exchange Act.

Sempra Energy	<input type="checkbox"/>
San Diego Gas & Electric Company	<input type="checkbox"/>

Item 8.01 Other Events.

On April 7, 2020, San Diego Gas & Electric Company (the “Company”), an indirect subsidiary of Sempra Energy, closed its previously announced public offering and sale of \$400,000,000 aggregate principal amount of its 3.320% First Mortgage Bonds, Series UUU, due 2050 (the “Bonds”) with proceeds to the Company (after deducting the underwriting discount but before other expenses estimated at approximately \$1,000,000) of 98.992% of the aggregate principal amount of the Bonds. The sale of the Bonds was registered under the Company’s Registration Statement on Form S-3 (File No. 333-222650).

The Bonds were issued pursuant to the Sixty-Ninth Supplemental Indenture, dated as of April 7, 2020, which is attached hereto as Exhibit 4.1. The Bonds will mature on April 15, 2050. The Bonds will bear interest at the rate of 3.320% per annum. Interest on the Bonds will accrue from April 7, 2020 and is payable semiannually in arrears on April 15 and October 15 of each year, beginning on October 15, 2020. The Bonds will be redeemable prior to maturity, at the Company’s option, at the redemption prices and under the circumstances described in the form of Bond, which form is included in Exhibit 4.1 hereto.

The foregoing description of some of the terms of the Bonds is not complete and is qualified in its entirety by the form of Bond and the Sixty-Ninth Supplemental Indenture, which are attached as exhibits hereto and are incorporated herein by reference. Further information regarding the sale of the Bonds is contained in the underwriting agreement, dated March 31, 2020, which is attached as Exhibit 1.1 to the Company’s Current Report on Form 8-K filed with the U.S. Securities and Exchange Commission on April 3, 2020.

Item 9.01 Financial Statements and Exhibits.

(d) Exhibits

<u>Exhibit Number</u>	<u>Description of Exhibit</u>
4.1	<u>Sixty-Ninth Supplemental Indenture, dated as of April 7, 2020.</u>
4.2	<u>Form of Series UUU Bond (Included in Exhibit 4.1 hereto).</u>
5.1	<u>Opinion of Latham & Watkins LLP.</u>
23.1	<u>Consent of Latham & Watkins LLP (contained in the opinion filed as Exhibit 5.1 hereto).</u>
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: April 7, 2020

SEMPRA ENERGY

By: /s/ Peter R. Wall
Peter R. Wall
Senior Vice President, Controller and Chief Accounting
Officer

Date: April 7, 2020

SAN DIEGO GAS & ELECTRIC COMPANY

By: /s/ Bruce A. Folkmann
Bruce A. Folkmann
Senior Vice President, Controller, Chief Financial
Officer, Chief Accounting Officer 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**

SIXTY-NINTH SUPPLEMENTAL INDENTURE

FROM

SAN DIEGO GAS & ELECTRIC COMPANY

TO

U.S. BANK NATIONAL ASSOCIATION, as Trustee

Dated as of April 7, 2020

**THIS SIXTY-NINTH SUPPLEMENTAL INDENTURE IS A SECURITY
AGREEMENT AND A MORTGAGE OF CHATTELS AS WELL AS
A MORTGAGE OF REAL ESTATE AND OTHER PROPERTY**

THIS SIXTY-NINTH SUPPLEMENTAL INDENTURE, dated as of April 7, 2020, 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 and a Sixty-Eighth Supplemental Indenture dated as of May 31, 2019, 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 Bonds, 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 and "First Mortgage Bonds, Series TTT due 2049" issued in the aggregate principal amount of \$400,000,000, respectively, all of which First Mortgage Bonds have heretofore been retired or redeemed, except the Series VV due 2034, the Series WW due 2034, the Series XX due 2034, the Series YY due 2034, the Series ZZ due 2034, the Series AAA due 2039, 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 JJJ due 2021, the Series LLL due 2041, the Series MMM due 2042, the Series NNN due 2023, the Series PPP due 2022, the Series QQQ due 2026, the Series RRR due 2047, the Series SSS due 2048 and the Series TTT due 2049, 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:

Document	Official Records	Counties of			
		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

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

Document	Official Records	Counties of			
		San Diego	Orange	Riverside	Imperial
Twentieth Supplemental Indenture	Book Page Date	File/Page No. 80-082569 Mar. 11, 1980	13530 722 Mar. 11, 1980	Instrument No. 47195 Mar. 11, 1980	1448 1221 Mar. 11, 1980
Twenty-First Supplemental Indenture	Book Page Date	File/Page No. 80-245100 Aug. 1, 1980	13687 349 Aug. 1, 1980	Instrument No. 139349 Aug. 1, 1980	1455 1660 Aug. 1, 1980
Twenty-Second Supplemental Indenture	Book Page Date	File/Page No. 81-22576 July 17, 1981	Instrument No. 24605 July 17, 1981	Instrument No. 135815 July 17, 1981	1472 508 July 17, 1981
Twenty-Third Supplemental Indenture	Book Page Date	File/Page No. 82-02387 Jan. 27, 1982	Instrument No. 82-031423 Jan. 27, 1982	Instrument No. 16093 Jan. 27, 1982	1479 1714 Jan. 27, 1982
Twenty-Fourth Supplemental Indenture	Book Page Date	File/Page No. 82-257258 Aug. 19, 1982	File/Page No. 82-291894 Aug. 19, 1982	File/Page No. 82/143370212 Aug. 19, 1982	1489 Aug. 19, 1982
Twenty-Fifth Supplemental Indenture	Book Page Date	File/Page No. 82-257259 Aug. 19, 1982	File/Page No. 82-291895 Aug. 19, 1982	File/Page No. 82-143371 Aug. 19, 1982	1489 236 Aug. 19, 1982
Twenty-Sixth Supplemental Indenture	Book Page Date	File/Page No. 82-257260 Aug. 19, 1982	File/Page No. 82-291896 Aug. 19, 1982	File/Page No. 82/143372260 Aug. 19, 1982	1489 Aug. 19, 1982
Twenty-Seventh Supplemental Indenture	Book Page Date	File/Page No. 83-200545 June 15, 1983	File/Page No. 83-253901 June 15, 1983	File/Page No. 118670 June 15, 1983	1503 743 June 15, 1983
Twenty-Eighth Supplemental Indenture	Book Page Date	File/Page No. 83-252396 July 22, 1983	File/Page No. 83-316224 July 22, 1983	File/Page No. 147671 July 22, 1983	1505 583 July 22, 1983
Twenty-Ninth Supplemental Indenture	Book Page Date	File/Page No. 83-339007 Sept. 22, 1983	File/Page No. 83-417956 Sept. 22, 1983	File/Page 194083 Sept. 22, 1983	1508 1425 Sept. 22, 1983

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

Document	Official Records	Counties of					
		San Diego	Orange	Riverside	Imperial	Yuma	Maricopa
Thirty-First Supplemental Indenture	Book Page Date	File/Page 84-161897 5/2/84	File/Page 84-180870 5/2/84 4/30/84	File/Page 92011 5/2/84	1520 1552 4/30/84	Docket 1382 743-761	File No. 84-186813 5/2/84

Document	Official Records	Counties of					
		San Diego	Orange	Riverside	Imperial	Yuma	Maricopa
Thirty-Second Supplemental Indenture	Book Page Date	File/Page 84-466428 12/14/84	File/Page 84-517843 12/14/84	File/Page 267452 12/14/84	1533 753 12/14/84	Docket 1413 216-235 12/14/84	File No. 84-537706 12/14/84
Thirty-Third Supplemental Indenture	Book Page Date	File/Page 85-323210 9/4/85	File/Page 85-333505 9/4/85	File/Page 198810 9/4/85	1546 708 9/4/85	Docket 1450 816 9/4/85	File No. 85-418309 9/4/85
Thirty-Fourth Supplemental Indenture	Book Page Date	File/Page 85-42465 12/2/85	File/Page 85-481794 12/2/85	File/Page 270136 12/2/85	1550 1573 12/3/85	Docket 1463 215 12/3/85	File No. 85-568874 12/2/85
Thirty-Fifth Supplemental Indenture	Book Page Date	File/Page 86-279922 7/8/86	File/Page 86-290957 7/8/86	File/Page 158161 7/8/86	1562 549 7/8/86	Docket 1491 639-657 7/8/86	File No. 86-347412 7/8/86
Thirty-Sixth Supplemental Indenture	Book Page Date	File/Page 86-576027 12/10/86	File/Page 86-606666 12/10/86	File/Page 314771 12/10/86	1571 240 12/10/86	Docket 1512 5-24 12/10/86	File/Page 86-680502 12/10/86
Thirty-Seventh Supplemental Indenture	Book Page Date	File/Page 87-532270 9/21/87	File/Page 87-530266 9/21/87	File/Page 273181 9/21/87	1588 844 9/21/87	Docket 1555 844 9/21/87	File/Page 87-585903 9/21/87
Thirty-Eighth Supplemental Indenture	Book Page Date	File/Page 90-217585 4/23/90	File/Page 90-212277 4/23/90	File/Page 146794 4/23/90	1646 1280 4/23/90	Docket 1686 92-120 4/23/90	File/Page 90-176460 4/23/90
Thirty-Ninth Supplemental Indenture	Book Page Date	File/Page 91-632073 12/09/91	File/Page 91-674397 12/09/91	File/Page 425578 12/09/91	1687 743 12/09/91	Docket 1771 711-728 12/09/91	File/Page 91-0574751 12/09/91
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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 UUU, due 2050," as hereinafter set forth in this Sixty-Ninth Supplemental Indenture; and

WHEREAS, the execution and delivery of this Sixty-Ninth 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 Sixty-Ninth 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 Sixty-Ninth 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 Sixty-Ninth 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 UUU BONDS

Section 1: There is hereby created, for issuance under the Original Indenture as supplemented by the said Supplemental Indentures (including this Sixty-Ninth Supplemental Indenture), a series of bonds designated Series UUU, due 2050, each of which shall bear the descriptive title “First Mortgage Bonds, Series UUU, due 2050” (herein sometimes referred to as “Series UUU Bonds”), and the form thereof shall contain suitable provisions with respect to the matters hereinafter in this Section specified. The Series UUU Bonds shall mature on April 15, 2050 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 UUU 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 UUU Bond set forth on Exhibit A hereto (the “Form of Bond”) and by the applicable provisions of the Indenture. In addition, April 7, 2020 shall be an interest payment date for the Series UUU 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 UUU 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 UUU 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 UUU Bonds shall be dated as in Section 9 of Article II of the Indenture provided with respect to registered bonds without coupons.

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

The Series UUU Bonds shall otherwise be of such terms, provisions, tenor and form as provided in this Sixty-Ninth Supplemental Indenture.

Section 2: The Series UUU 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 Sixty-Ninth 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 UUU 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 \$400,000,000 aggregate principal amount of Series UUU Bonds. The Company may, from time to time, without notice to or the consent of the registered holders of the Series UUU Bonds but upon and subject to the terms and provisions of the Indenture, increase the principal amount of the Series UUU Bonds under the Indenture and issue such increased principal amount, or any portion thereof. Any additional Series UUU 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 UUU Bonds previously issued and shall form a single series of bonds under the Indenture with the previously issued Series UUU Bonds.

Section 3: The Series UUU 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 UUU Bonds shall be substantially in the form set forth on the Form of Bond. In addition, the Series UUU 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 depository (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 depository (a “depository”) for such Global Securities; the initial depository so appointed is The Depository Trust Company. The definitive Series UUU 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 UUU 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 depository designated for such Global Security or a nominee thereof and delivered to such depository or a nominee thereof or custodian therefor, and each such Global Security shall constitute a single Series UUU 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 UUU 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 depository for such Global Security or a nominee thereof unless (A) such depository has notified the Company that it is unwilling or unable to continue as depository for the Global Security or Global Securities, as the case may be, representing the Series UUU Bonds and a successor depository has not been appointed by the Company within 90 days of receipt by the Company of such notification, (B) if at any time the depository ceases to be a clearing agency registered under the Exchange Act at a time when the depository is required to be so registered to act as such depository and no successor depository shall have been appointed by the Company within 90 days after it became aware of the depository'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 UUU 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 UUU 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 UUU 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 depository 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 depository 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 UUU 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 UUU 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 depository or its custodian. If a definitive Series UUU 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 UUU Bonds.

(3) Subject to Clause (2) above, any exchange or transfer of a Global Security for other Series UUU Bonds may be made in whole or in part, and all definitive Series UUU Bonds issued in exchange for or upon transfer of a Global Security or any portion thereof shall be registered in such names as the depository for such Global Security shall direct.

(4) Every Series UUU 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 depository 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 UUU 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 UUU Bonds may be exchanged without a service charge for a like aggregate principal amount of such Series UUU 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 UUU Bonds, including Series UUU 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 UUU 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 UUU Bonds, including Series UUU 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 UUU 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 Sixty-Ninth Supplemental Indenture, the Original Indenture as heretofore supplemented and amended is hereby confirmed.

Section 2: All terms used in this Sixty-Ninth 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 Sixty-Ninth 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 Sixty-Ninth 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 Sixty-Ninth Supplemental Indenture conflicts with any provision in the Indenture, the provisions of this Sixty-Ninth 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 UUU Bonds, this Sixty-Ninth Supplemental Indenture and the Series UUU 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 UUU Bonds, or this Sixty-Ninth 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 Sixty-Ninth 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 Sixty-Ninth Supplemental Indenture or the Original Indenture, as amended and supplemented, shall include images of manually executed signatures transmitted by facsimile or other electronic format (including, without limitation, “pdf”, “tif” or “jpg”) and other 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.

{Signature Page Follows}

IN WITNESS WHEREOF, SAN DIEGO GAS & ELECTRIC COMPANY has caused this Sixty-Ninth 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 Sixty-Ninth 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/ Bruce A. Folkmann
Name: Bruce A. Folkmann
Title: Senior Vice President, Controller, Chief Financial Officer, Chief Accounting Officer 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

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)

**3.320 % FIRST MORTGAGE BOND,
SERIES UUU , DUE 2050**

No. _____

\$ _____

CUSIP No. 797440 BY9
ISIN No. US797440BY99

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 of _____ dollars in lawful money of the United States of America, on April 15, 2050, and to pay interest thereon from April 7, 2020, or from the most recent date to which interest has been paid or duly provided for on the Series UUU Bonds (as defined on the reverse hereof), at the rate of 3.320% per annum in like lawful money, payable semi-annually in arrears, on April 15 and October 15 (each, an "Interest Payment Date") in each year, commencing October 15, 2020, 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 April 1 and October 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 UUU Bonds are issued in definitive certificated form under the circumstances set forth in clause (2) of Section 4 of Article I of the Sixty-Ninth 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 depository (as defined in the Sixty-Ninth Supplemental 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 immediately available funds; and, if the Series UUU Bonds are issued in definitive certificated form under the circumstances set forth in clause (2) of Section 4 of Article I of the Sixty-Ninth Supplemental Indenture, the Company may at its option pay interest on the Series UUU 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.

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.

Dated: _____

SAN DIEGO GAS & ELECTRIC COMPANY

By: _____
Name:
Title:

(CORPORATE SEAL)

Attest:

Name:
Title:

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 UUU 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 Sixty-Ninth Supplemental Indenture (the "Sixty-Ninth Supplemental Indenture") dated as of April 7, 2020 (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 UUU Bonds as to such security, and the terms and conditions upon which the Series UUU 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 UUU Bond is one of a series of Series UUU Bonds and is sometimes referred to as "this bond."

Interest on the Series UUU 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 UUU 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 October 15, 2049 (the "Par Call Date"), the Company may at the Company's option redeem the Series UUU Bonds, at any time in whole or from time to time in part, at a redemption price (the "Redemption Price") for any redemption date (a "Redemption Date") equal to the greater of the following amounts: (a) 100% of the principal amount of the Series UUU Bonds being redeemed on that Redemption Date; or (b) the sum of the present values of the remaining scheduled payments of principal and interest on the Series UUU Bonds being redeemed on that Redemption Date (not including any portion of any payments of accrued and unpaid interest to that Redemption Date) that would be due if the Series UUU Bonds matured, and accrued and unpaid interest was payable, on the Par Call Date, discounted to that Redemption Date on a semiannual basis at the Adjusted Treasury Rate (as defined below) plus 30 basis points, as determined by the Independent Investment Banker (as defined below), plus, in each case, accrued and unpaid interest on the Series UUU Bonds being redeemed to that Redemption Date. On and after the Par Call Date, the Company may at the Company's option redeem the Series UUU Bonds, at any time in whole or from time to time in part, at a Redemption Price equal to 100% of the principal amount of the Series UUU Bonds being redeemed, plus accrued and unpaid interest on the Series UUU Bonds being redeemed to the Redemption Date. Notwithstanding the foregoing, installments of interest on Series UUU 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 of such Series UUU Bonds as of the close of business on the relevant record date according to the terms of the Series UUU Bonds and the Indenture. The Redemption Price will, if applicable, be calculated on the basis of a 360-day year consisting of twelve 30-day months.

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 UUU Bonds to be redeemed. Once notice of redemption is mailed, the Series UUU 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 UUU Bonds or portions thereof called for redemption. The Company will pay the Redemption Price and any accrued interest once the Series UUU Bonds are surrendered for redemption. If only a portion of any Series UUU Bonds is redeemed, the Trustee will deliver new Series UUU Bonds for the remaining portion without charge.

“Adjusted Treasury Rate” means, with respect to any Redemption Date, the rate per annum equal to the semiannual equivalent yield to maturity of the Comparable Treasury Issue, assuming a price for the Comparable Treasury Issue (expressed as a percentage of its principal amount) equal to the Comparable Treasury Price for such Redemption Date.

“Comparable Treasury Issue” means, with respect to any Redemption Date, the United States Treasury security selected by the Independent Investment Banker as having a maturity comparable to the remaining term of the Series UUU Bonds to be redeemed on such Redemption Date (assuming the Series UUU Bonds matured on the Par Call Date) that would be utilized, at the time of selection and in accordance with customary financial practice, in pricing new issues of corporate debt securities of comparable maturity to the remaining term of such Series UUU Bonds (assuming the Series UUU Bonds matured on the Par Call Date).

“Comparable Treasury Price” means, with respect to any Redemption Date, (A) the average of the Reference Treasury Dealer Quotations for such Redemption Date, or (B) if only one Reference Treasury Dealer Quotation is received, such quotation.

“Independent Investment Banker” means, with respect to any Redemption Date, one of the Reference Treasury Dealers appointed by the Company to act as the “Independent Investment Banker.”

“Reference Treasury Dealer Quotation” means, with respect to each Reference Treasury Dealer and any Redemption Date, the average, as determined by the Company, of the bid and asked prices for the Comparable Treasury Issue (expressed in each case as a percentage of its principal amount) quoted in writing to the Company by such Reference Treasury Dealer at 5:00 p.m. (New York City time) on the third business day preceding such Redemption Date. As used in the preceding sentence, “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 law or executive order to remain closed.

“Reference Treasury Dealers” means, with respect to any Redemption Date, (A) BMO Capital Markets Corp., Mizuho Securities USA LLC, RBC Capital Markets, LLC and Wells Fargo Securities, LLC (or their respective affiliates which are Primary Treasury Dealers (as defined below)), and their respective successors, provided, however, that if any of the foregoing shall cease to be a primary U.S. Government securities dealer in the United States (a “Primary Treasury Dealer”), the Company will substitute therefor another Primary Treasury Dealer; (B) one Primary Treasury Dealer selected by BBVA Securities Inc. and its successors; and (C) any other Primary Treasury Dealer(s) selected by the Company.

In the event that the Company elects to redeem only a portion of the outstanding Series UUU Bonds, (a) the Series UUU Bonds to be redeemed shall be selected as provided in the Indenture and, in the case of Series UUU Bonds represented by a Global Security (as defined in the Sixty-Ninth Supplemental Indenture), in accordance with the procedures of The Depository Trust Company (or its successor as depository) and (b) in the case of any Series UUU 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 Series UUU Bonds are also subject to redemption on any date, under certain circumstances specified in the second paragraph of Section 13 of Article XI of the Indenture in case of the disposition or taking (among other things) of certain properties of the Company, at 100% of the principal amount thereof, together with accrued interest on the Series UUU bonds being redeemed to the date of redemption.

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 UUU Bonds are issued in definitive certificated form under the circumstances set forth in clause (2) of Section 4 of Article I of the Sixty-Ninth 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 UUU 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 UUU Bonds are issued in definitive certificated form under the circumstances set forth in clause (2) of Section 4 of Article I of the Sixty-Ninth 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 UUU 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 UUU 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 UUU 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: _____

12670 High Bluff Drive
 San Diego, California 92130
 Tel: +1.858.523.5400 Fax: +1.858.523.5450
 www.lw.com

LATHAM & WATKINS LLP

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April 7, 2020

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

Re: Registration Statement No. 333-222650; Issuance of \$400,000,000 Aggregate Principal Amount of 3.320% First Mortgage Bonds, Series UUU, due 2050

Ladies and Gentlemen:

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 \$400,000,000 aggregate principal amount of 3.320% First Mortgage Bonds, Series UUU, due 2050 (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, including as supplemented by the Sixty-Ninth Supplemental Indenture, dated April 7, 2020 (the “**Indenture**”), between the Company and the Trustee, setting forth the terms of the 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 January 22, 2018 (Registration No. 333-222650) (the “**Registration Statement**”), and an underwriting agreement, dated March 31, 2020, between the underwriters named therein and the Company.

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.

LATHAM & WATKINS

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.

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

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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 April 7, 2020 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.

Very truly yours,

/s/ Latham & Watkins LLP