

SETTLEMENT AGREEMENT

THIS SETTLEMENT AGREEMENT ("Agreement") is made and entered into and effective as of May 30, 2006, by and among, on the one hand, Sempra Energy, Southern California Gas Company ("SoCalGas"), San Diego Gas & Electric Company ("SDG&E") (collectively, the "Sempra Parties") and, on the other hand, Southern California Edison Company ("Edison") and Edison International (jointly, the "Edison Parties"). The Sempra Parties and Edison Parties shall each be referred to as a "Party" or a "Settling Party" and collectively as the "Parties" or the "Settling Parties."

1. RECITALS

1.1 Certain disputes have arisen between the Sempra Parties and the Edison Parties regarding the activities of the Sempra Parties and their affiliates during 2000 and 2001 when California experienced large increases in natural gas and electricity prices, which period is referred to herein as the "California Energy Crisis."

1.2 On November 21, 2002, the California Public Utilities Commission ("CPUC") instituted an investigation (I.02-11-040) into the activities of the Sempra Parties, Edison, and others to determine if their activities contributed to the spikes in the price of natural gas at the Southern California border during the California Energy Crisis, which proceeding is referred to herein as the "Border Price OII." On March 7, 2003, the CPUC instituted an investigation (I.03-02-033) into the business activities of the Sempra Parties to ensure that they have complied with relevant statutes and CPUC decisions. In recent years, the CPUC has issued decisions in SoCalGas' GCIM application proceedings (D.03-08-065, D.03-08-064, D.04-02-060, D.05-04-003) and a resolution regarding a SDG&E Gas Procurement PBR advice filing (Resolution G-3341) authorizing a shareholder reward but making the reward subject to refund or adjustment as may be determined in the Border Price OII proceeding. In the currently pending Year 11 GCIM application proceeding in which a decision has not yet been issued (A.05-06-030), Edison has proposed that any shareholder reward be subject to refund or adjustment as may be determined in the Border Price OII proceeding.

1.3 On August 2, 2000, SDG&E filed a complaint at the Federal Energy Regulatory Commission ("FERC") against all sellers of energy and ancillary services into California's markets seeking, among other things, an emergency order capping the wholesale price of electricity in markets operated by the California Independent System Operator ("ISO") and Power Exchange ("PX"). The FERC subsequently initiated a series of investigations into, among other things, whether the rates for wholesale electricity sold into the ISO and PX markets during the California Energy Crisis were just and reasonable under the Federal Power Act and whether certain entities participating in the California electricity markets, including affiliates of the Sempra Parties, had manipulated the prices of electricity or otherwise exercised undue influence over wholesale electricity prices during the period January 2000 through June 20, 2001.

1.4 The Settling Parties desire to avoid the costs, risks and delays of further litigation between them with respect to the issues pending in the Border Price OII and various related issues and further desire to reach agreement on proposals for restructuring the natural gas

markets, which proposals are intended to supplement those identified in the January 4, 2006 settlement agreement between the Sempra Parties and various named plaintiffs in the *Natural Gas Anti-Trust Cases I, II, III & IV*, JCCP 4221-00000 pending in the Superior Court of the State of California, County of San Diego (“*Continental Forge Settlement*”). Accordingly, after negotiation and compromise and without admitting any liability whatsoever, the Settling Parties have agreed to this Settlement Agreement to resolve, settle and dispose of the claims identified below and to set forth the agreed upon supplemental market reforms.

2. CHANGES IN NATURAL GAS MARKET STRUCTURE AND OPERATION

2.1 SoCalGas, SDG&E and Edison shall cooperatively seek regulatory approval of certain changes to the operations, practices, policies, rates, cost recovery structures and tariffs of SoCalGas and SDG&E. Such changes, whose implementation is subject to obtaining all required regulatory approvals, will be effectuated through tariffs of SoCalGas and SDG&E and orders of the CPUC. Exhibit A contains draft tariffs that will be proposed to effectuate some of the changes. Exhibit B contains a list of other changes not specifically encompassed within the proposed tariff revisions in Exhibit A. Those changes listed in Exhibit B that require regulatory approval will be presented for such approval as provided herein. The changes described in Exhibits A and B are sometimes referred to herein as “Structural Relief.” The Settling Parties believe that such Structural Relief will be beneficial to SoCalGas’, SDG&E’s, and Edison’s respective customers. To the extent that the responsible regulatory agency refuses to approve one or more provision of the Structural Relief based on a finding that its approval is not necessary in order to implement such provision, SoCalGas and SDG&E shall implement such aspect(s) of Structural Relief notwithstanding the absence of express regulatory approval.

2.2 SoCalGas, SDG&E and Edison shall use their best efforts to obtain all required regulatory approvals to implement the Structural Relief, provided, however, that, except to the limited extent expressly provided for in Section 2.6, the failure of the CPUC (or, as applicable, another responsible regulatory agency) to approve this Agreement in its entirety, or to approve any particular element of the Structural Relief or to terminate any proceeding identified in this Agreement, shall not invalidate this Agreement or relieve the Parties of their obligations under this Agreement.

2.3 Within two (2) months of the execution of this Agreement by the Settling Parties: (1) SoCalGas, SDG&E, and Edison shall jointly seek CPUC approval of the Agreement, CPUC adoption of the proposed tariff revisions set forth in Exhibit A to the Agreement, and CPUC approval (to the extent necessary) of the implementation of the additional structural changes listed in Exhibit B; (2) SoCalGas, SDG&E, and Edison shall jointly present the Agreement to the CPUC as a complete resolution of all issues currently pending in the Border Price OII proceeding (I.02-11-040), the Sempra Affiliate OII proceeding (I.03-02-033), the GCIM application proceedings and Gas Procurement PBR proceedings in which decisions have been issued authorizing a shareholder reward but making the reward subject to refund or adjustment as may be determined in the Border Price OII proceeding (D.03-08-065, D.03-08-064, D.04-02-060, D.05-04-003, Resolution G-3341), and the currently pending Year 11 GCIM application proceeding in which a decision has not yet been issued (A.05-06-030); and (3) Edison shall make the appropriate regulatory filings necessary to withdraw all of its claims against any of the

Sempra Companies in such proceedings, and the Settling Parties will make no further requests for monetary sanctions or any other form of relief against each other in such proceedings.

2.4 In the event the CPUC or, as necessary, FERC does not approve, or conditions approval on the Settling Parties accepting modifications to, material terms or conditions in the Agreement, the Settling Parties will meet and confer in good faith to develop replacement terms and conditions acceptable to all Settling Parties (including potentially accepting any modifications proposed by the responsible regulatory agency as a condition of approval) that would be intended to address the expressed regulatory concern that prevented approval of the Agreement in the form presented.

2.5 No rules, tariffs, regulations, or orders that currently govern SoCalGas' and SDG&E's conduct, transactions, sales, or other activities in natural gas markets shall be affected by this Agreement unless they conflict with an express provision of this Agreement, including those reflected in Exhibits A and B.

2.6 For five years after the Settling Parties' execution of the Agreement, the Settling Parties will not, except to the extent permitted below in this section, propose or support proposals that are inconsistent with the Structural Relief provisions of this Agreement or the provisions of Attachment A to the *Continental Forge* Settlement without the written consent of all affected Settling Parties. For example, except as expressly provided in this Agreement, Edison will not propose or support proposals that change the existing formula for calculating shareholder rewards from either the GCIM or SoCalGas' unbundled storage recovery mechanism. The Settling Parties will not, however, be required to disregard or not comply with any existing or future decision, resolution, or order of the FERC, the CPUC or any court of competent jurisdiction, or any state or federal legislation. Further, during the five-year settlement term the Settling Parties are not prohibited: (1) from proposing or supporting gas market structural changes inconsistent with the Structural Relief provisions in the Agreement or the provisions of Attachment A to the *Continental Forge* Settlement so long as such changes would not be implemented until after the end of the five-year settlement term; or (2) in the event that, despite the best efforts of the Settling Parties, the responsible regulatory agency fails to approve one or more aspect of the Structural Relief (including any replacement terms and conditions developed through the meet and confer process pursuant to Section 2.3), from proposing or supporting any gas market structural changes that do not conflict with the Structural Relief provisions in the Agreement or the provisions of Attachment A to the *Continental Forge* Settlement that have been approved by the responsible regulatory agency.

3. RELEASE OF CLAIMS

3.1 Mutual Release of Claims:

3.1.1 Except as provided in Section 3.2 below, the Edison Parties, on behalf of themselves and each of their respective predecessors, successors and assigns, hereby forever waive, release, discharge and acquit the Sempra Parties and the subsidiaries and affiliates of the Sempra Parties identified on Exhibit C to this Agreement (collectively with the Sempra Parties, the "Sempra Companies") and each of the Sempra Companies' respective past and present officers, directors, employees, shareholders, predecessors, successors, insurers, attorneys, and assigns (collectively with the Sempra Companies, the "Sempra Releasees") from any and all claims for relief, causes of action, obligations, liabilities, damages, restitution and/or demands of any kind (collectively, a "Claim" or "Claim"), whether known or unknown, legal or equitable, arising during the period September 1, 1996 through January 4, 2006, inclusive, and which relate to or arise from any Sempra Companies' conduct, participation and/or activities in, relating to, or affecting western electricity and natural gas markets in that period.

3.1.2 Except as provided in Section 3.2 below, the Sempra Companies, on behalf of themselves and each of their respective predecessors, successors and assigns, hereby forever waive, release, discharge and acquit the Edison Parties and each of their respective past and present officers, directors, employees, shareholders, predecessors, successors, insurers, attorneys, and assigns (collectively with the Edison Parties, "Edison Releasees") from any and all Claims, whether known or unknown, legal or equitable arising during the period September 1, 1996 through January 4, 2006, inclusive, and which relate to or arise from the Edison Parties' conduct, participation and/or activities in, relating to, or affecting western electricity and natural gas markets in that period.

3.1.3 The releases set forth in Sections 3.1.1 and 3.1.2 will apply to a Claim regardless of whether the Claim concerns or would have concerned relief sought on behalf of a Settling Party's ratepayers as opposed to the Settling Party itself. However, notwithstanding the foregoing sentence, nothing in this Agreement shall be construed as either precluding or permitting the ratepayers of a particular Settling Party from benefiting or not benefiting from the results of the litigation efforts of others who are not Parties to this Agreement or otherwise bound by this Agreement. The Settling Parties acknowledge that the rights of ratepayers in other litigation are not impacted, one way or the other, by this Agreement, except as provided in Section 3.2.2.

3.1.4 The Settling Parties acknowledge that each is familiar with Section 1542 of the Civil Code of the State of California ("Section 1542"), which provides as follows:

A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS WHICH THE CREDITOR DOES NOT KNOW OR SUSPECT TO EXIST IN HIS OR HER FAVOR AT THE TIME OF EXECUTING THE RELEASE, WHICH IF KNOWN BY HIM OR HER MUST HAVE MATERIALLY AFFECTED HIS OR HER SETTLEMENT WITH THE DEBTOR.

The Settling Parties, in entering into this Agreement, knowingly and voluntarily waive and relinquish any rights and benefits that they may have under or which may be conferred by Section 1542, as well as any other statute, law or rule of similar effect. The Settling Parties acknowledge that they may hereafter discover facts in addition to or different from those that they now know or believe to be true with respect to the subject matter of this Agreement, but it is their intention fully and finally and forever to settle, discharge, acquit and release, with the exceptions set forth in Section 3.2, any and all Claims encompassed within the provisions of Sections 3.1.1 and 3.1.2 above that now exist or heretofore have existed, regardless of the later discovery or existence of additional or different facts relating to the subject matter of this Agreement. Notwithstanding the foregoing waiver of Section 1542, the Settling Parties acknowledge and agree that the releases provided for in this Agreement are specific to the matters described in Sections 3.1.1 and 3.1.2, and are not intended to create general releases based on any matters other than those described in the release provisions of this Agreement.

3.2 Limitations on and Exclusions from Releases:

3.2.1 Nothing in this Agreement shall be construed to release any Claim that arises out of, concerns or pertains to: (i) any contracts or agreements that exist or have existed between any of the Sempra Companies and any of the Edison Parties; (ii) routine accounting or invoice adjustments in the ordinary course of business; (iii) any act or transaction occurring on or after January 5, 2006, whether or not the act or transaction is new conduct or is a continuation of prior conduct; or (iv) any bodily injuries or damage to real or personal property, including claims for injunctive relief relating thereto.

3.2.2 The Sempra Companies will not assert the *Continental Forge* Settlement or any provision of this Agreement, including without limitation the releases set forth in Sections 3.1.1 above, as a bar or other limitation to any payment by any of the Sempra Companies as may be ordered by FERC or a reviewing court pertaining to (a) sales in the ISO and PX markets during the period May 1, 2000 - October 1, 2000, (b) sales in the ISO and PX markets during the period October 2, 2000 – June 20, 2001, and (c) bilateral sales of 30 days or less to the California Energy Resources Scheduling (CERS) division of the California Department of Water Resources during the period January 18, 2001 – June 20, 2001; provided, however, that the foregoing restriction on the assertion of the *Continental Forge* Settlement shall not extend to payments (if any) as may be ordered as to a particular item (i.e., items (a), (b) and (c)) where the cumulative value of the payments as to that item (before interest) exceeds the amount that is yielded by applying FERC's current market price mitigation formula ("MMCP methodology") to the transactions included in the item and provided further that the Edison Parties shall retain the right to dispute any asserted applicability of the *Continental Forge* Settlement to such excess values. By way of example, if the application of the MMCP methodology to the Sempra Companies' sales in the ISO and PX markets during the May 1, 2000 – October 1, 2000 period would yield required payments by the Sempra Companies (before interest) totaling \$75 million, the foregoing restriction on the assertion of the *Continental Forge* Settlement for that period would apply up to the \$75 million amount but not as to payments ordered in excess of that amount. The term "payment" or "payments" in this section includes a payment effected through an offset to a receivable.

3.2.3 Nothing in this Agreement shall constitute a limitation on, or waiver of, any right to enforce any obligation or pursue any remedy provided for in this Agreement.

3.2.4 The releases given in this Agreement shall not extend to entities and individuals that may be partners, joint venturers or investors in one or more of the Sempra Companies with respect to such third parties' own sales and participation in western electricity and natural gas markets independent of the conduct of the Sempra Companies.

4. RELATIONSHIP TO *CONTINENTAL FORGE* SETTLEMENT

4.1 Notwithstanding anything to the contrary in the *Continental Forge* Settlement and notwithstanding Edison's agreement herein not to opt out of the *Continental Forge* Settlement, the release provisions in Section 3 of this Agreement shall exclusively govern the scope of the Edison Parties' release of Claims against the Sempra Releasees, as though the Edison Parties had opted out of the *Continental Forge* Settlement.

4.2 Promptly upon execution of this Agreement by the Settling Parties, Edison shall: (1) withdraw its opposition to the *Continental Forge* Settlement; (2) cease any further efforts to opt out of by the *Continental Forge* Settlement; and (3) support the adoption by the CPUC and, as necessary, by FERC, of the utility operations structural changes set forth in Attachment A to the *Continental Forge* Settlement; provided, however, that the Edison Parties shall retain the right to comment upon and contest the proposed implementation of the utility operations structural changes set forth in Attachment A to the *Continental Forge* Settlement to the extent that the Edison Parties, in good faith, believe that the implementation fails faithfully to reflect the intent of the provisions, and the Edison Parties shall likewise not be precluded from taking positions concerning the proper interpretation and implementation of other aspects of the *Continental Forge* Settlement provided that such positions are not inconsistent with the provisions of this Agreement.

4.3 The Settling Parties intend the Structural Relief provided for in this Agreement to supplement, and not to conflict with, the provisions of Attachment A to the *Continental Forge* Settlement. In the event that the *Continental Forge* Settlement is not approved or is modified with respect to the provisions of Attachment A to the *Continental Forge* Settlement, SoCalGas, SDG&E and Edison shall, for the purpose of maintaining their mutual expectations regarding the restructuring of the natural gas markets, promptly meet and confer in good faith following such disapproval or modification to determine the extent to which the Structural Relief provided for in this Agreement should be supplemented to incorporate some or all of the provisions of Attachment A to the *Continental Forge* Settlement.

4.4 In the event that the *Continental Forge* Settlement is approved: (1) SoCalGas, SDG&E and Edison shall promptly develop the additional draft tariffs and proposed orders from the CPUC necessary or useful to obtain CPUC approval of the utility operations structural changes set forth in Attachment A to the *Continental Forge* Settlement; (2) SoCalGas, SDG&E and Edison shall promptly develop one single set of joint regulatory filings to obtain CPUC approval of both the utility operations structural changes set forth in Attachment A to the *Continental Forge* Settlement and the regulatory filings pertaining to the Structural Relief in this Agreement at the same time; and (3) SoCalGas, SDG&E, and Edison shall endeavor, to the

extent reasonably practicable, to make such coordinated regulatory filings within the two-month deadline specified herein for filings pertaining solely to the Structural Relief in this Agreement, and in any event shall make such coordinated regulatory filings within three months of the execution of this Agreement by the Settling Parties.

5. BORDER PRICE OII FUTURE CONDUCT

5.1 In the event that the CPUC fails to accept this Agreement as a complete resolution of the issues raised by the Settling Parties in the Border Price OII, the Settling Parties shall meet and confer in good faith to develop a joint approach to their future conduct in the Border Price OII. If the Settling Parties are unable to agree on a joint approach to the future conduct of the Border Price OII within thirty (30) days of the CPUC determining that this Agreement will not resolve the Border Price OII, the Settling Parties shall jointly petition the CPUC to close the Border Price OII and to consider prospective natural gas market structure changes in a different proceeding.

5.2 If the CPUC does not accept such a joint petition and continues the Border Price OII, each Settling Party retains the right to continue participating in the Border Price OII and to take such positions as it deems appropriate in such proceeding, provided, however, that the Settling Parties shall not seek, in such continued Border Price OII, any imposition of monetary sanctions, disgorgement of past GCIM or Gas Procurement PBR Mechanism award(s) to the shareholders of the Sempra Parties, referral to the Attorney General for prosecution, or any other sanction or penalty for past conduct against the other Settling Parties.

6. MISCELLANEOUS

6.1 Certain Additional Commitments: During the five-year period specified in Section 2.6, SoCalGas and SDG&E will not oppose or impede economic bypass projects, but are free to compete to retain or attract load. During the same period, Edison will not oppose the continuation of the existing SoCalGas peaking rate or its application to the combined SoCalGas/SDG&E transmission system.

6.2 No Admission of Liability: The Settling Parties, and each of them, expressly and vigorously deny any wrongdoing and do not admit or concede any actual or potential fault, wrongdoing or liability in connection with any facts or claims that have been or could have been alleged against them in any proceeding intended to be resolved by this Agreement. In no event shall the Agreement, any of its provisions or any negotiations, statements or court/administrative proceedings relating to them or the settlement contained herein in any way be construed as, offered as, received as, used as or deemed to be evidence of any kind in any action, or in any judicial, administrative, regulatory or other proceeding, except as is necessary to obtain required regulatory approvals and except as may be necessary to enforce the terms of this Agreement. This Agreement settles Claims that are denied and contested and nothing contained herein shall be construed as an admission by any Party of any liability of any kind.

6.3 Representations and Warranties: Each of the Settling Parties represents and warrants as of the date hereof as follows:

6.3.1 It has the full power and authority to execute and deliver this Agreement, including the releases in Sections 3.1.1 and 3.1.2, and to perform all transactions, duties and obligations set forth herein. Sempra Energy further represents and warrants that it has the full power and authority to bind all Sempra Companies that are not also Settling Parties to the requirements of this Agreement that apply to the Sempra Companies.

6.3.2 It has taken all necessary actions duly and validly to authorize the execution and delivery of this Agreement and the performance of the transactions contemplated hereby;

6.3.3 It has authorized and directed its respective attorneys to have such papers executed and to take such other action as is necessary and appropriate to effectuate the terms of this Agreement;

6.3.4 This Agreement constitutes a legal, valid and binding obligation, enforceable against it in accordance with this Agreement's terms, except as enforcement may be limited by applicable bankruptcy laws, insolvency, reorganization, moratorium and other laws affecting creditors' rights generally and except insofar as the availability of equitable remedies may be limited by applicable law;

6.3.5 It has not sold, assigned, transferred, or encumbered, or otherwise disposed of, in whole or in part, voluntarily or involuntarily, by operation of law or otherwise, any Claim of any nature whatsoever released or settled pursuant to this Agreement. Sempra Energy acknowledges and agrees that it is also making this representation and warranty on behalf of each of the Sempra Companies that is not also a Settling Party;

6.3.6 No promise, inducement or agreement not expressed herein has been made in connection with this Agreement;

6.3.7 To the extent that it deemed it necessary and desirable, it independently received appropriate, adequate, and competent technical, economic and legal and other advice with respect to this Agreement, and has not relied upon any technical, economic, legal or other advice provided to it by any other Settling Party with respect hereto;

6.3.8 It is represented by competent counsel with respect to this Agreement and all matters covered herein;

6.3.9 It has been fully advised by said counsel with respect to its rights and obligations and with respect to the execution of this Agreement; and

6.3.10 To the best of its knowledge, the execution and delivery of this Agreement by it, and the performance of its obligations hereunder, will not: (i) violate any material law, statute, rule or regulation applicable to it; (ii) violate any order of any governmental authority applicable to it; or (iii) result in a default under any provision of any indenture, credit agreement, or other agreement relating to repayment of borrowed money or any guarantee of the foregoing.

6.4 Amendments: No amendment of any provision of this Agreement shall be effective unless it is in writing and signed by all of the Settling Parties hereto that are affected by such amendment. No waiver of any provision of this Agreement nor consent to any departure therefrom by any Settling Party shall be effective unless the same shall be in writing and signed by the affected Sempra Parties, with respect to any waiver or consent requested by an Edison Party, or by the affected Edison Parties, with respect to any waiver or consent requested by a Sempra Party. In either case, such waiver or consent shall be effective only in the specific instance and for the specific purpose for which given.

6.5 Notice: Whenever this Agreement requires or permits notice to be given, it shall be provided by first class mail, postage prepaid, and/or facsimile to:

If to the Sempra Parties:

Javade Chaudhri
Executive Vice President & General Counsel
Sempra Energy
101 Ash Street
HQ19
San Diego, CA 92101

and

W. Davis Smith
Senior Vice President & General Counsel
San Diego Gas & Electric Company
Southern California Gas Company
8330 Century Park Court
San Diego, CA 92123

If to the Edison Parties:

Southern California Edison Company
2244 Walnut Grove Avenue
Rosemead, California 91770
Attention: General Counsel
Facsimile: 626-302-2970

With a copy to:

Russell C. Swartz
Southern California Edison Company
2244 Walnut Grove Avenue
Rosemead, California 91770
Facsimile: 626-302-1904

Notice given by mail shall be deemed complete when received. Notice by facsimile shall be deemed complete on the next business day.

6.6 Construction:

6.6.1 This Agreement shall be interpreted under the laws of the State of California without regard to its conflict of law rules.

6.6.2 The Parties acknowledge and agree that the terms and conditions of this Agreement are the result of arm's-length negotiations between the Parties and that all Parties have actively participated in the preparation of this Agreement. Accordingly, this Agreement shall not be construed in favor of or against any Party by reason of the extent to which any Party, or its counsel, participated in the drafting of this Agreement.

6.6.3 The section headings in this Agreement are for the convenience of the Parties only and shall not be considered part of the text of the Agreement or used for the purpose of construing the text.

6.7 Effect on Successors and Assigns: This Agreement, and all the terms and provisions hereof, shall be binding on the Parties (and, as applicable, upon the entities listed in Exhibit C) and their respective successors and assigns, and shall inure to the benefit of the Parties and their respective successors and assigns.

6.8 Third Party Beneficiaries: Except as provided in Section 3.2.2, no parties other than the Settling Parties, the Sempra Releasees, and Edison Releasees shall be entitled to enforce or be considered a third-party beneficiary of this Agreement.

6.9 Execution in Counterparts: This Agreement may be executed in multiple original and/or facsimile counterparts, each of which, when taken together, shall constitute a duplicate original, and each such duplicate original is equally admissible in evidence and shall be deemed to be one and the same instrument. A facsimile signature (including a signature transmitted as a .tif or .pdf image) shall be sufficient to bind the signing Party.

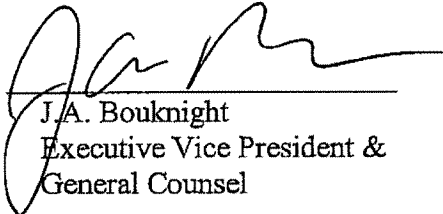
6.10 Entire Agreement: This Agreement, including its attached exhibits, is intended to be a final and binding resolution of the subject matter set forth in this Agreement and supersedes and replaces any and all prior negotiations, confirmatory letters, and proposed or final agreements, whether written or oral, between the Parties (including, as applicable, the entities listed in Exhibit C).

Executed this 30th day of May, 2006:

Sempra Energy

By: _____
Javade Chaudhri
Executive Vice President &
General Counsel


Edison International

By: 
J.A. Bouknight
Executive Vice President &
General Counsel

San Diego Gas & Electric Company

By: _____
Edwin A. Guiles
Chairman and Chief Executive
Officer

Southern California Edison Company

By: 
Alan J. Fohrer
Chief Executive Officer

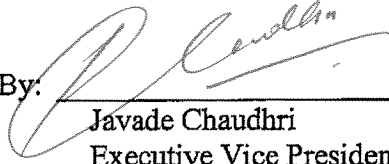
Southern California Gas Company

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Chairman and Chief Executive
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By: _____
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Executive Vice President &
General Counsel

San Diego Gas & Electric Company

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Edwin A. Guiles
Chairman and Chief Executive
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Execution Copy

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