

**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): May 23, 2023

Commission File Number	Exact Name of Registrants as Specified in their Charters, State of Incorporation, Address and Telephone Number	I.R.S. Employer Identification Number
1-14201	SEMPRA (A California Corporation) 488 8th Avenue San Diego, California 92101 (619) 696-2000	33-0732627
1-01402	SOUTHERN CALIFORNIA GAS COMPANY (A California Corporation) 555 West Fifth Street Los Angeles, California 90013 (213) 244-1200	95-1240705

(Former name or former address, if changed since last report.)

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:		
Sempra Common Stock, without par value	SRE	New York Stock Exchange
Sempra 5.75% Junior Subordinated Notes Due 2079, \$25 par value	SREA	New York Stock Exchange
Southern California Gas 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

Emerging growth
company

Southern California Gas Company

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

Item 8.01 Other Events.

On May 23, 2023, Southern California Gas Company (the “Company”), an indirect subsidiary of Sempra, closed its previously announced public offering and sale of \$500,000,000 aggregate principal amount of its 5.200% First Mortgage Bonds, Series ZZ, due 2033 (the “Series ZZ Bonds”) and \$500,000,000 aggregate principal amount of its 5.750% First Mortgage Bonds, Series AAA, due 2053 (the “Series AAA Bonds”) with proceeds to the Company (after deducting the underwriting discounts but before deducting the Company’s other offering expenses estimated at approximately \$1,800,000) of (i) 99.155% of the aggregate principal amount of the Series ZZ Bonds, and (ii) 98.641% of the aggregate principal amount of the Series AAA Bonds. The sale of the Series ZZ Bonds and Series AAA Bonds was registered under the Company’s Registration Statement on Form S-3 (File No. 333-270939).

The Series ZZ Bonds were issued pursuant to a Supplemental Indenture, dated as of May 23, 2023 (the “Series ZZ Supplemental Indenture”), which is filed herewith as Exhibit 4.1. The Series ZZ Bonds will mature on June 1, 2033. The Series ZZ Bonds will bear interest at the rate of 5.200% per annum. Interest on the Series ZZ Bonds will accrue from May 23, 2023 and is payable semiannually in arrears on June 1 and December 1 of each year, beginning on December 1, 2023. The Series ZZ Bonds will be redeemable prior to maturity, at the Company’s option, at the redemption prices described in the form of Series ZZ Bond, which form is included in Exhibit 4.1 hereto.

The Series AAA Bonds were issued pursuant to a Supplemental Indenture, dated as of May 23, 2023 (the “Series AAA Supplemental Indenture”), which is filed herewith as Exhibit 4.2. The Series AAA Bonds will mature on June 1, 2053. The Series AAA Bonds will bear interest at the rate of 5.750% per annum. Interest on the Series AAA Bonds will accrue from May 23, 2023 and is payable semiannually in arrears on June 1 and December 1 of each year, beginning on December 1, 2023. The Series AAA Bonds will be redeemable prior to maturity, at the Company’s option, at the redemption prices described in the form of Series AAA Bond, which form is included in Exhibit 4.2 hereto.

The foregoing descriptions of some of the terms of the Series ZZ Bonds and Series AAA Bonds are not complete and are qualified in their entirety by the form of Series ZZ Bond and the Series ZZ Supplemental Indenture and the form of Series AAA Bond and the Series AAA Supplemental Indenture, which are filed as exhibits herewith and are incorporated herein by reference. Further information regarding the sale of the Series ZZ Bonds and Series AAA Bonds is contained in the Underwriting Agreement, dated May 17, 2023, which was filed as Exhibit 1.1 to the Company’s Current Report on Form 8-K filed with the U.S. Securities and Exchange Commission on May 18, 2023.

Item 9.01 Financial Statements and Exhibits.

(d) *Exhibits*

Exhibit Number	Description of Exhibit
4.1	Series ZZ Supplemental Indenture, dated as of May 23, 2023.
4.2	Series AAA Supplemental Indenture, dated as of May 23, 2023.
4.3	Form of Series ZZ Bond (Included in Exhibit 4.1 hereto).
4.4	Form of Series AAA Bond (Included in Exhibit 4.2 hereto).
5.1	Opinion of Latham & Watkins LLP.
23.1	Consent of Latham & Watkins LLP (contained in the opinion filed as Exhibit 5.1 hereto).
104	Cover Page Interactive Data File (formatted as Inline XBRL and contained in Exhibit 101).

SIGNATURE

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

SEMPRA

Date: May 23, 2023

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

SOUTHERN CALIFORNIA GAS COMPANY

Date: May 23, 2023

By: /s/ Mia L. DeMontigny
Mia L. DeMontigny
Senior Vice President, Chief Financial Officer, Chief Accounting
Officer and Treasurer

**SOUTHERN CALIFORNIA GAS
COMPANY**

TO

**U.S. BANK NATIONAL ASSOCIATION
(successor by merger to U.S. Bank Trust National Association,
formerly known as First Trust of California, National Association)
TRUSTEE**

**SUPPLEMENTAL INDENTURE
To Indenture dated October 1, 1940**

Dated as of May 23, 2023

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THIS SUPPLEMENTAL INDENTURE, dated as of May 23, 2023 (this “Series ZZ Supplemental Indenture”), is made and entered into in the City of Los Angeles, State of California by and between SOUTHERN CALIFORNIA GAS COMPANY, a corporation duly organized and existing under the laws of the State of California, and having its principal place of business in the City of Los Angeles, State of California (hereinafter sometimes called the “Corporation”) and U.S. BANK NATIONAL ASSOCIATION (successor by merger to U.S. Bank Trust National Association, formerly known as First Trust of California, National Association), an association duly organized and existing under the laws of the United States of America and having a corporate trust office in the City and County of Los Angeles, State of California (hereinafter, together with its predecessors and successors, if any, as trustees under the Indenture referred to below, sometimes called the “Trustee”).

WITNESSETH:

WHEREAS, the Corporation has executed and delivered to the Trustee a certain First Mortgage Indenture (hereinafter referred to as the “Base Indenture”) dated October 1, 1940, to secure bonds of the Corporation designated generally as its “First Mortgage Bonds” to be issued from time to time in one or more series, any of which series may vary from any other as to certain particulars specified in Section 2.01 of the Base Indenture, and the Corporation has executed and delivered to the Trustee supplemental indentures dated, respectively, as of July 1, 1947, May 1, 1948, June 1, 1950, April 1, 1952, August 1, 1955, June 1, 1956, December 1, 1956, July 1, 1957, October 1, 1959, July 1, 1963, September 1, 1964, June 1, 1965, December 1, 1966, October 1, 1970, August 1, 1972, September 1, 1972, October 1, 1974, May 1, 1976, October 1, 1977, November 1, 1979, February 1, 1981, September 15, 1981, April 1, 1982, August 15, 1983, May 18, 1984, December 16, 1985, March 1, 1986, November 15, 1986, December 1, 1986, January 15, 1988, June 15, 1988, November 1, 1988, December 1, 1990, October 1, 1991, August 15, 1992, December 15, 1992, March 1, 1993, June 15, 1993, November 1, 1993, November 15, 1993, October 1, 2002, October 17, 2003, December 15, 2003, December 10, 2004, November 18, 2005, November 21, 2008, November 18, 2010, September 21, 2012, March 13, 2014, September 11, 2014, June 18, 2015, June 18, 2015, June 3, 2016, May 15, 2018, September 24, 2018, June 4, 2019, January 9, 2020, March 29, 2022 and November 14, 2022 supplementing and amending the Base Indenture (each, a “Prior Supplemental Indenture,” and the Base Indenture together with all Prior Supplemental Indentures, this Series ZZ Supplemental Indenture and the Series AAA Supplemental Indenture (as defined below) being herein collectively referred to as the “Indenture”); and

WHEREAS, the Base Indenture and the Prior Supplemental Indentures dated, respectively, as of July 1, 1947, May 1, 1948, June 1, 1950, April 1, 1952 and August 1, 1955, are recorded in the office of the County Recorder of the Counties listed below in the Official Records thereof, to the extent stated in the Prior Supplemental Indenture dated as of June 1, 1956; the Prior Supplemental Indentures dated, respectively, as of June 1, 1956 and December 1, 1956, are so recorded as stated in the Prior Supplemental Indenture dated as of July 1, 1957; the Prior Supplemental Indenture dated as of July 1, 1957 and each subsequently dated Prior Supplemental Indenture (other than the Prior Supplemental Indenture dated as of November 14, 2022) is so recorded as stated in the Prior Supplemental Indenture dated as of the next succeeding date; and the Prior Supplemental Indenture dated as of November 14, 2022 is recorded in the offices of the County Recorders in the Counties of the State of California, as follows:

<u>County</u>	<u>Reference</u>	<u>Date</u>
Fresno	Official Records, Document 2022-0140017	November 16, 2022
Imperial	Official Records, Document 2022022768	November 17, 2022
Kern	Official Records, Document 222172476	November 18, 2022
Kings	Official Records, Document 2223340	December 9, 2022
Los Angeles	Official Records, Document 20221088972	November 18, 2022
Monterey	Official Records, Document 2022048724	November 16, 2022
Orange	Official Records, Document 2022000381497	November 16, 2022
Riverside	Official Records, Document 2022-0472810	November 16, 2022
San Bernardino	Official Records, Document 2022-0376457	November 17, 2022
San Diego	Official Records, Document 2022-0439609	November 16, 2022
San Luis Obispo	Official Records, Document 2022045080	November 17, 2022
Santa Barbara	Official Records, Document 2022-0048050	November 17, 2022
Tulare	Official Records, Document 2022-0070677	November 16, 2022
Ventura	Official Records, Document 2022000110000	November 16, 2022

WHEREAS, the Base Indenture and the Prior Supplemental Indentures dated, respectively, as of July 1, 1947, August 1, 1955, December 1, 1956, June 1, 1965, August 1, 1972, May 1, 1976 and September 15, 1981, copies of each of which were attached as Exhibit B to the Prior Supplemental Indenture dated as of September 11, 2014 recorded in the offices of the County Recorders of San Diego County and San Luis Obispo County, are recorded in such counties to the extent stated in the Prior Supplemental Indentures dated as of June 18, 2015; and

WHEREAS, the Base Indenture and the Prior Supplemental Indentures dated, respectively, as of October 1, 1940, June 1, 1950, August 1, 1955, December 1, 1956, June 1, 1965, August 1, 1972, October 1, 1974, May 1, 1976, September 15, 1981, May 18, 1984, November 18, 2005, November 18, 2010, September 21, 2012, March 13, 2014, September 11, 2014, June 18, 2015, June 3, 2016, May 15, 2018, September 24, 2018, June 4, 2019 and January 9, 2020, copies of each of which were attached as Exhibit A to the Prior Supplemental Indenture dated as of March 29, 2022 recorded in the offices of the County Recorders of Fresno County, Imperial County, Kern County, Kings County, Los Angeles County, Monterey County, Orange County, Riverside County, San Bernardino County, San Diego County, San Luis Obispo County, Santa Barbara County, Tulare County and Ventura County, are recorded in such counties to the extent stated in the Prior Supplemental Indenture dated as of November 14, 2022; and

WHEREAS, the Prior Supplemental Indenture dated as of July 1, 1947, a copy of which was attached as Exhibit B to the Prior Supplemental Indenture dated as of November 14, 2022 recorded in the offices of the County Recorders of Fresno County, Imperial County, Kern County, Kings County, Los Angeles County, Monterey County, Orange County, Riverside County, San Bernardino County, San Diego County, San Luis Obispo County, Santa Barbara County, Tulare County and Ventura County, is recorded in such counties to the extent stated in this Series ZZ Supplemental Indenture; and

WHEREAS, bonds of the Corporation of twelve (12) series designated, respectively, as its “First Mortgage Bonds, Series KK, due 2035,” “First Mortgage Bonds, Series MM, due 2040,” “First Mortgage Bonds, Series NN, due 2042,” “First Mortgage Bonds, Series OO, due 2044,” “First Mortgage Bonds, Series PP, due 2024,” “First Mortgage Bonds, Series RR, due 2025,” “First Mortgage Bonds, Series TT, due 2026,” “First Mortgage Bonds, Series UU, due 2048,” “First Mortgage Bonds, Series VV, due 2049,” “First Mortgage Bonds, Series WW, due 2050,” “First Mortgage Bonds, Series XX, due 2030” and “Green First Mortgage Bonds, Series YY, due 2052” are outstanding as a part of the First Mortgage Bonds referred to in the Indenture, each such series of bonds, unless and until the taking of further appropriate action by the Board of Directors of the Corporation, being without limitation as to aggregate authorized principal amount; and

WHEREAS, pursuant to the provisions of Sections 2.01 and 2.02 of the Indenture, the Board of Directors has, by resolution duly adopted and delivered to the Trustee, authorized the creation, as a part of the First Mortgage Bonds referred to in the Indenture, a new series of bonds designated “First Mortgage Bonds, Series ZZ, due 2033” (the “Series ZZ Bonds”), of the form, terms and provisions provided herein, which new series of bonds, unless and until the taking of further appropriate action by the Board of Directors, is to be without limitation as to aggregate authorized principal amount and of which series of bonds in the aggregate principal amount of \$500,000,000 are to be presently issued; and

WHEREAS, under the provisions of Sections 2.02 and 16.01 of the Indenture, the Corporation and the Trustee may execute and deliver this Series ZZ Supplemental Indenture (i) to set forth the particulars, permitted by Section 2.01 of the Indenture, as to which the Series ZZ Bonds may vary from the bonds of the other series of the First Mortgage Bonds, and (ii) for any purpose not inconsistent with the terms of the Indenture; and, contemporaneously with the execution and delivery of this Series ZZ Supplemental Indenture, the Company is executing and delivering to the Trustee a separate supplemental indenture dated as of May 23, 2023 (the “Series AAA Supplemental Indenture”) whereby, among other things, the Company has set forth certain of the particulars of the bonds of another additional series, which are designated “First Mortgage Bonds, Series AAA, due 2053” and are to be issued on the date hereof contemporaneously with the issuance, pursuant to this Series ZZ Supplemental Indenture, of First Mortgage Bonds, Series ZZ, due 2033; and

WHEREAS, the making, executing, delivering and recording of this Series ZZ Supplemental Indenture have been duly authorized by proper corporate action of the Corporation; and

WHEREAS, the issuance of the Series ZZ Bonds and the encumbrance of the Corporation’s property to secure the Series ZZ Bonds pursuant to this Series ZZ Supplemental Indenture have been authorized by the Public Utilities Commission of the State of California.

NOW, THEREFORE, in consideration of the foregoing premises and of other good and valuable consideration, receipt of which is hereby acknowledged, and in order: (a) to set forth or specify (i) the form of the fully registered Series ZZ Bonds, and the form of the legend to be endorsed on Series ZZ Bonds evidenced by Global Securities (as defined in Section 1.02 of Article I of this Series ZZ Supplemental Indenture), and (ii) the terms and provisions of the Series ZZ Bonds, including the particulars thereof which vary from the bonds of the other series of the First Mortgage Bonds; and (b) further to secure the payment of the principal of and premium, if any, and interest on the bonds of the Corporation now or at any time hereafter outstanding under the Indenture, including specifically, but without limitation, all of the First Mortgage Bonds now outstanding and the \$500,000,000 aggregate principal amount of Series ZZ Bonds and the \$500,000,000 aggregate principal amount of First Mortgage Bonds, Series AAA, due 2053 and further to secure the observance and performance of all of the covenants, agreements and conditions contained in the Indenture, and without in any way limiting the generality or effect of the Indenture insofar as by any provision thereof any of the property therein or hereafter described or referred to is now subject or intended to be subject to the lien and operation thereof, but to such extent confirming such lien and operation, the Corporation has executed and delivered this Series ZZ Supplemental Indenture and has granted, bargained, sold, released, conveyed, mortgaged, assigned, transferred, pledged, set over and confirmed, and does hereby grant, bargain, sell, release, convey, mortgage, assign, transfer, pledge, set over and confirm unto U.S. Bank National Association, the Trustee, and to its successors or successors in the trust created by the Indenture, and to its and their assigns, forever, with power of sale, subject, to the extent applicable by the terms of the Indenture to any of the properties hereinafter referred to or described, to the exceptions (other than as expressly provided in the granting clauses of the Prior Supplemental Indentures dated respectively as of June 1, 1956, July 1, 1957, October 1, 1959, July 1, 1963, September 1, 1964 and December 1, 1966 with respect to exception (f) set forth on page 67 of the Base Indenture and reading as follows: “(f) Any gas and/or oil acreage, gas and/or oil wells, gas and/or oil reserves, or gas and/or oil leaseholds hereafter acquired by the Corporation, or any property or equipment now or hereafter owned by the Corporation and used for the development of gas and/or oil acreage or for the drilling for or production of gas and/or oil from such acreage;” which exception (f) is by said granting clauses expressly made inapplicable to certain therein specified parcels of property), reservations, conditions, terms and provisions provided in the Indenture with respect to properties subject or intended to be subject thereto, all of the properties and assets of the Corporation, real, personal and mixed, of every kind and character, whether now or hereafter owned by the Corporation and wheresoever situated, including, without in any way limiting or modifying the generality or effect of the foregoing, all and singular, the following properties:

FIRST: All and singular the plants, properties, equipment, real and personal property, estates, interests, goodwill, generating, transmission, feeding, storing, and distribution systems, and utilities of the Corporation situated in the Counties of Fresno, Imperial, Kern, Kings, Los Angeles, Monterey, Orange, Riverside, San Bernardino, San Diego, San Luis Obispo, Santa Barbara, Tulare and Ventura, and elsewhere, in the State of California, with all and singular the franchises, ordinances, grants, easements, licenses, powers, immunities, permits, privileges, appurtenances, tenements and other rights and property thereunto appertaining or belonging, as the same now exist and as the same and any and all parts thereof may hereafter exist or be improved, added to, enlarged, extended or acquired in said counties or elsewhere in said state or any other state or states.

SECOND: All other property, real, personal and mixed, of every kind, nature and description (including, without in any way limiting the effect or the generality hereof, all facilities; all stocks, bonds and other securities from time to time conveyed, assigned, transferred, mortgaged or pledged on behalf of the Corporation, or with its consent, to the Trustee in the manner and for the purposes as provided in the Indenture; all gas manufacturing plants, boilers, engines, compressors, motors, pumps, generators, gasholders, tanks, appliances, oil storage facilities, gas storage facilities, wells, buildings, structures, plants, works and other improvements; all gas transmission and distributing lines and systems; all meters and regulators and all other apparatus, machinery, appliances, tools, furniture, fixtures, supplies, facilities and utilities and other personal property; or any right or interest in any thereof; all business and goodwill, rights, consents, franchises, ordinances, licenses, agreements, contracts, permits, easements, rights of way, leases and leasehold interests; all powers, grants, privileges and immunities to construct, operate and maintain lines and other facilities or properties for conveying gas or other commodity or utility for any purpose or purposes through, under and over public streets or highways, or public or private places or property; all reversions, remainders, tolls, incomes, revenues, earnings, rents, issues and profits of any property, real, personal and mixed; and all other classes and types of property described or referred to in the Indenture), now or hereafter owned, held, possessed, acquired or enjoyed by or in any manner conferred upon or appertaining to the Corporation, including the interest of the Corporation in all leases now or hereafter owned by it, together with all and singular the tenements, hereditaments, and appurtenances belonging or in any way appertaining to each and every part of any and all property subject or intended to be subject to the lien and operation of the Indenture, and the reversion and reversions, remainder and remainders, tolls, incomes, revenues, earnings, rents, issues and profits thereof.

SAVING AND EXCEPTING, however, from the property hereby mortgaged, conveyed in trust and/or pledged, all property, whether now owned by the Corporation or hereafter acquired by it, expressly saved and excepted from the lien of the Indenture and therein referred to as the "excepted property" (except as otherwise expressly provided in any Prior Supplemental Indenture hereinabove mentioned with respect to exception (f) of said "excepted property"), unless and until, upon the occurrence of an event of default under the Indenture, the Trustee, or any receiver appointed thereunder, shall take possession of any or all of such excepted property.

TO HAVE AND TO HOLD in trust with power of sale for the equal and proportionate benefit and security of all holders of bonds of the Corporation, now or hereafter outstanding under the Indenture as from time to time in effect, and for the enforcement and payment of said bonds and premium, if any, and interest thereon when payable, and the performance of and compliance with the covenants and conditions of the Indenture as from time to time in effect, without any preference, distinction or priority as to lien or otherwise of any of said bonds over any others thereof by reason of the difference in the time of the actual issue, sale or negotiation thereof, or for any other reason whatsoever, except as otherwise expressly provided in the Indenture as from time to time in effect, so that each and every such bond shall have the same lien and so that the principal of and premium, if any, and interest on every such bond shall, subject to the terms thereof, be equally and proportionately secured by said lien, as if such bond had been made, executed, delivered, sold and negotiated simultaneously with the execution and delivery of the Base Indenture.

IT IS HEREBY COVENANTED, DECLARED, AND AGREED by and between the parties hereto that all such bonds are issued, authenticated and delivered, or are to be issued, authenticated and delivered, and that all property subject, or to become subject, to the Indenture is to be held, subject to the covenants, conditions, uses and trusts therein set forth.

ARTICLE I

AMOUNT, FORM, NUMBERING, DENOMINATION, TRANSFER AND EXCHANGE OF SERIES ZZ BONDS, DUE 2033

Section 1.01. The Series ZZ Bonds may be issued at any time or from time to time upon and subject to the terms and provisions of the Indenture, and \$500 million aggregate principal amount of Series ZZ Bonds are to be presently issued. Unless and until the taking of further appropriate action by the Board of Directors of the Corporation the Series ZZ Bonds shall be without limitation as to aggregate authorized principal amount and, without limitation to the foregoing, the Corporation may from time to time, without notice to or the consent of the registered holders of the Series ZZ Bonds, but upon and subject to the terms and provisions of the Indenture, increase the principal amount of Series ZZ Bonds under the Indenture and issue such increased principal amount, or any portion thereof. Any additional Series ZZ 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 ZZ Bonds previously issued and shall form a single series of First Mortgage Bonds under the Indenture with the previously issued Series ZZ Bonds.

Section 1.02. The Series ZZ Bonds shall be issued only as fully registered bonds without coupons. In addition, the Series ZZ Bonds may be issued 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 Corporation (or an authorized officer designated by the Board of Directors) 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.

Section 1.03. In the event the Series ZZ Bonds are issued as Global Securities the following provisions, in addition to the provisions of the Indenture, shall apply:

(a) 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 ZZ Bond for all purposes of this Series ZZ Supplemental Indenture.

(b) Notwithstanding any other provision in this Series ZZ Supplemental Indenture, no Global Security may be exchanged in whole or in part for Series ZZ Bonds registered, and no transfer of a Global Security in whole or in part may be registered, in the name of any person other than the depositary for such Global Security or a nominee thereof unless (A) such depositary has notified the Corporation that it is unwilling or unable to continue as depositary for the Global Security or Global Securities, as the case may be, representing the Series ZZ Bonds and a successor depositary has not been appointed by the Corporation within 90 days of receipt by the Corporation of such notification, (B) if at any time the depositary ceases to be a clearing agency registered under the Exchange Act at a time when the depositary is required to be so registered to act as such depositary and no successor depositary shall have been appointed by the Corporation within 90 days after it became aware of the depositary's ceasing to be so registered, (C) the Corporation, in its sole discretion, executes and delivers to the Trustee a written order signed in the name of the Corporation 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 shall be exchangeable as described below, or (D) an "event of default" (as defined in Section 1.02 of the Indenture) has occurred and is continuing with respect to the Series ZZ 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 ZZ Bonds and, without unnecessary delay but in any event not later than the earliest date on which those interests may be so exchanged, the Corporation will prepare and deliver to the Trustee definitive Series ZZ Bonds in such form and denominations as are required by or pursuant to the Indenture, containing identical terms as and in an aggregate principal amount equal to the aggregate principal amount of such Global Securities, such bonds to be duly executed by the Corporation. On or after the earliest date on which such beneficial interests may be so exchanged, such Global Securities shall be surrendered from time to time by the depositary as shall be specified in the order from the Corporation with respect thereto (which the Corporation agrees to deliver) to the Trustee as the Corporation's agent for such purpose, and in accordance with any instructions given to the Trustee and the depositary by the Corporation (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 ZZ 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 ZZ Bonds of authorized denominations as the portion of such Global Security to be exchanged. Promptly following any such exchange in part, such Global Security shall be returned by the Trustee to such depositary or its custodian. If a definitive Series ZZ 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 ZZ Bonds.

(c) Subject to Clause (b) above, any exchange or transfer of a Global Security for other Series ZZ Bonds may be made in whole or in part, and all definitive Series ZZ Bonds issued in exchange for or upon transfer of a Global Security or any portion thereof shall be registered in such names as the depositary for such Global Security shall direct. There will be no service charge for (i) any registration or transfer or exchange of a Global Security for other Series ZZ Bonds, however a charge may be imposed that is sufficient to reimburse the Corporation for any tax or governmental charge required to be paid with respect to any such registration or transfer, or (ii) any exchange, however the Corporation may charge a sum not exceeding two dollars (\$2.00) for each bond issued upon any such exchange and a further sum sufficient to reimburse for any stamp taxes or other governmental charges. The Corporation may block the transfer or exchange of bonds for a period of ten (10) days prior to any Interest Payment Date.

(d) Every Series ZZ Bond authenticated and delivered upon registration of transfer of, or in exchange for or in lieu of, a Global Security or any portion thereof, shall be authenticated and delivered in the form of, and shall be, a Global Security, unless such bond is registered in the name of a person other than the depositary for such Global Security or a nominee thereof.

Section 1.04. 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 1.05. The Series ZZ Bonds and the certificate of authentication to be endorsed on all Series ZZ Bonds shall be substantially in the form set forth on Exhibit A.

Section 1.06. The Series ZZ 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 1.07. The Series ZZ Bonds shall be issuable in denominations of \$1,000, \$5,000, \$10,000, \$25,000 or multiples of \$25,000 and shall be dated as provided in paragraph 1 of Section 2.01 of the Base Indenture. The Series ZZ Bonds shall be numbered in such manner as the Corporation shall at any time or from time to time determine.

Section 1.08. In the manner and subject to certain conditions and limitations specified herein and in the Indenture, Series ZZ Bonds may be exchanged without a service charge for a like aggregate principal amount of Series ZZ Bonds of other authorized denomination or denominations; provided that the Corporation 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 1.09. The Corporation shall maintain in the City and County of San Francisco, State of California and in such other place or places as the Corporation may designate at any time or from time to time, an office or agency where Series ZZ Bonds 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 San Francisco, State of California shall be the corporate trust office of the Trustee unless and until the Corporation shall designate another office or agency by notice in writing delivered to the Trustee. The Corporation hereby also designates the corporate trust office of the Trustee in the City and County of Los Angeles, State of California as an office or agency where Series ZZ Bonds may be presented for payment, registration, transfer and exchange as provided therein or in the Indenture; provided, that the Corporation shall have no obligation to continue to maintain such office or agency in the City and County of Los Angeles, State of California. Notwithstanding the foregoing, if and when definitive certificated Series ZZ Bonds are issued under the circumstances set forth in clause (b) of Section 1.03 of this Article I, the Corporation shall also maintain in the Borough of Manhattan, the City and County of New York, State of New York, an office or agency where Series ZZ Bonds may be presented for payment, registration, transfer and exchange as provided therein or in the Indenture.

Section 1.10. No transfer or exchange of any Series ZZ 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

INTEREST, MATURITY DATE, REDEMPTION AND CERTAIN OTHER PROVISIONS OF SERIES ZZ BONDS, DUE 2033

Section 2.01. The Series ZZ Bonds shall bear interest at the rate, shall be expressed to mature as to principal, and shall be payable as to principal, premium, if any, and interest at such place or places and in such money, all as provided in the form of Series ZZ Bond set forth on Exhibit A hereto and by the applicable provisions of the Indenture. In addition, May 23, 2023 shall be an Interest Payment Date for the Series ZZ Bonds for purposes of paragraph 1 of Section 2.01 of the Base Indenture (as supplemented by the Prior Supplemental Indentures), provided that no interest shall be payable on such date.

Section 2.02. The Series ZZ Bonds shall be subject to redemption prior to maturity as set forth in the form of Series ZZ Bond set forth on Exhibit A, upon notice, in the manner and otherwise upon the terms and conditions and with the effect, as provided therein and by the applicable provisions of the Indenture.

Section 2.03. The Corporation may at any time deliver to the Trustee for cancellation any Series ZZ Bonds previously authenticated and delivered under the Indenture which the Corporation may have acquired in any manner whatsoever and all Series ZZ Bonds so delivered shall be promptly cancelled by the Trustee upon the request of the Corporation.

Section 2.04. The Series ZZ Bonds shall, except as in this Series ZZ Supplemental Indenture otherwise expressly provided, be on the terms and provisions, and shall represent such rights and be entitled to such benefits, as are applicable thereto by the terms of the Indenture.

Section 2.05. The Series ZZ Bonds shall be entitled to the benefits of the Renewal Fund as provided in the Indenture.

Section 2.06. The following Section 11.01A shall apply to the Series ZZ Bonds in lieu of Section 11.01 of the Base Indenture:

“Section 11.01A If the Corporation, its successors or assigns, shall

(a) pay or cause to be paid the principal of and premium, if any, and interest on the bonds and claims for interest thereon to become due at the time and in the manner stipulated therein and herein, and/or

(b) provide for the payment of the bonds and interest thereon by depositing in cash with the Trustee or other depository satisfactory to it at any time at or before maturity the entire amount due or to become due thereon for principal and premium, if any, and interest to maturity of all the bonds outstanding, and/or

(c) in case of a call of all of the bonds then outstanding for redemption, deposit with the Trustee on or before the date on which all of such bonds (other than those which shall have matured by their terms) shall have been called for redemption, as provided in Article VII, the entire amount of the redemption price thereof, including premium, if any, and interest and shall deliver to the Trustee (1) proof satisfactory to the Trustee that notice of redemption as provided in Article VII has been given, or (2) proof satisfactory to the Trustee that arrangements have been made insuring that such notice will be given, or (3) a written instrument executed by the Corporation under its corporate seal, and expressed to be irrevocable, authorizing the Trustee to give such notice for and on behalf of the Corporation, and/or

(d) surrender to the Trustee for cancellation all the bonds for which payment is not so provided,

and shall also irrevocably direct the Trustee (and any such other depository), by officers' certificate delivered to the Trustee (and any such other depository), to apply any funds deposited pursuant to subdivision (b) or (c) above to the payment of the principal of, and premium, if any, and interest on the bonds as and when the same shall become due and payable as contemplated by such subdivision and pay, or satisfactorily provide, all other sums due and payable hereunder by the Corporation, including the compensation and expenses of the Trustee, then and in that case,

(i) at the request of the Corporation all the mortgaged property shall revert to the Corporation and the entire estate, right, title and interest of the Trustee and of the holders and registered owners of the bonds in respect of the mortgaged property shall thereupon cease, determine and become void; and

(ii) the Trustee in such case, upon the cancellation of all outstanding bonds for the payment of which cash shall not have been deposited in accordance with the provisions of this Indenture, shall upon request of the Corporation, and at its cost and expense and upon delivery to the Trustee of an opinion of counsel stating that (x) the Corporation has received from, or there has been published by, the Internal Revenue Service a ruling, or (y) since May 23, 2023 there has been a change in applicable federal income tax law, in either case to the effect that, and based thereon such opinion of counsel shall confirm that, the holders of Series ZZ Bonds will not recognize income, gain or loss for federal income tax purposes as a result of such defeasance and will be subject to federal income tax on the same amounts, in the same manner and at the same times as would have been the case if such defeasance had not occurred, (A) execute to the Corporation, or its order, proper instruments acknowledging satisfaction of this Indenture and (B) surrender to the Corporation, or its order, all cash and deposited securities, if any, which shall then be held by it hereunder as a part of the mortgaged property (exclusive of cash held in trust as provided in Section 5.03); provided, however, that if any such property shall have been delivered to the Trustee by any person or corporation other than the Corporation, the same shall be delivered or otherwise disposed of in accordance with any reservations, limitations, conditions or provisions which may have been set forth in the instrument in writing then executed, if any, respecting the use, management or disposition thereof; and provided further that if the Corporation pursuant to clauses (1) or (2) of subdivision (c) above shall have delivered to the Trustee proof satisfactory to it that notice of redemption as provided in Article VII has been given or that arrangements have been made insuring that such notice will be given, there shall also be delivered to the Trustee an officers' certificate stating that all conditions precedent to the satisfaction and discharge of this Indenture have been complied with and an opinion of counsel stating that in his opinion such conditions precedent have been complied with."

ARTICLE III

SUNDRY PROVISIONS

Section 3.01. The recitals of fact contained herein shall be taken as the statements of the Corporation, and the Trustee assumes no responsibility for the correctness of the same. The Corporation hereby covenants and agrees that it will cause this Series ZZ Supplemental Indenture to be kept recorded and/or filed as may be required by law, in such manner and in such places as may be necessary fully to preserve and protect the security of the bondholders and all of the rights of the Trustee hereunder, and that it will with all reasonable dispatch deposit with the Trustee counterparts of this Series ZZ Supplemental Indenture bearing official notation or endorsements showing such recordation and/or filing, or in case such counterparts are not returned to the Corporation, furnish to the Trustee the best official evidence of such recordation and/or filing reasonably obtainable by the Corporation, or evidence of the taking of such other action, if any, but the Trustee, subject to the provisions of Sections 14.02 and 14.03 of the Indenture, shall in no way be liable for any failure or omission in this regard.

Section 3.02. The date of this Series ZZ Supplemental Indenture and the date of the Series ZZ Bonds are intended as and for a date for the convenient identification of this Series ZZ Supplemental Indenture and of the Series ZZ Bonds, and are not intended to indicate that this Series ZZ Supplemental Indenture was executed and delivered or that the Series ZZ Bonds were executed, delivered or issued on said date; it being hereby provided that this Series ZZ Supplemental Indenture may be executed and delivered, and that the Series ZZ Bonds may be executed, delivered or issued, either on said date or before or after said date, and that this Series ZZ Supplemental Indenture is in fact executed and delivered by each party hereto on the date of its certificate of acknowledgment hereto attached.

Section 3.03. This Series ZZ Supplemental Indenture shall be deemed to be part of the Indenture, and the Corporation agrees to conform to and comply with all and singular the terms, provisions, conditions and covenants set forth therein and herein. This Series ZZ Supplemental Indenture shall be construed in connection with and as a part of the Indenture.

Section 3.04. It is further agreed that the Trustee accepts the trust imposed upon it by this Series ZZ Supplemental Indenture, upon and subject to the same terms and conditions as are expressed in Article XIV of the Base Indenture.

Section 3.05. In order to facilitate the recording of this Series ZZ Supplemental Indenture, the same may be executed in several counterparts, each of which so executed shall be deemed to be an original, and such counterparts shall collectively constitute one and the same instrument.

Section 3.06. All terms used in this Series ZZ Supplemental Indenture which are defined in the Indenture and not defined herein shall have the meaning assigned to them in the Indenture. As used in the Indenture, this Series ZZ Supplemental Indenture and the Series ZZ Bonds, all references to "premium" on the Series ZZ Bonds shall mean any amounts (other than accrued interest) payable upon the redemption of any Series ZZ Bonds in excess of 100% of the principal amount of such Series ZZ Bonds.

Section 3.07. To the extent any provision in this Series ZZ Supplemental Indenture conflicts with any provision in the Indenture, the provisions of this Series ZZ 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 3.08. The Base Indenture, as heretofore amended and supplemented, insofar as it applies to the Series ZZ Bonds, this Series ZZ Supplemental Indenture and the Series ZZ 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.

Section 3.09. To the extent not otherwise addressed in this Series ZZ Supplemental Indenture, this Series ZZ Supplemental Indenture shall be subject to the provisions of Article XVII of the Indenture, the terms of which are hereby incorporated by reference into this Series ZZ Supplemental Indenture.

Section 3.10. The words “execution,” “signed,” “signature,” and words of like import in this Series ZZ 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 Series ZZ Supplemental Indenture shall include (subject to the provisions set forth in the last sentence of this Section 3.10) images of manually executed signatures transmitted by facsimile, email or other electronic format (including, without limitation, “pdf,” “tif” or “jpg”) and electronic signatures (including, without limitation, DocuSign and AdobeSign). The use of electronic signatures and electronic records (including, without limitation, any contract or other record created, generated, sent, communicated, received, or stored by electronic means) shall be of the same legal effect, validity and enforceability as a manually executed signature or use of a paper-based record-keeping system to the fullest extent permitted by applicable law, including the Federal Electronic Signatures in Global and National Commerce Act, the New York State Electronic Signatures and Records Act and any other applicable law, including, without limitation, any state law based on the Uniform Electronic Transactions Act or the Uniform Commercial Code. Without limitation to the foregoing, and anything in this Series ZZ Supplemental Indenture to the contrary notwithstanding, except as set forth in the proviso to this sentence, (a) this Series ZZ Supplemental Indenture and any other instruments, agreements, certificates, legal opinions, negative assurance letters or other documents entered into or delivered pursuant to or in connection with this Series ZZ Supplemental Indenture may be executed, attested and transmitted by any of the foregoing electronic means and formats and (b) all references in this Series ZZ Supplemental Indenture to the execution, attestation or authentication of any bond of this series (including any Global Security) or any certificate of authentication appearing on or attached to any such bond by means of a manual or facsimile signature shall be deemed to include signatures that are made or transmitted by any of the foregoing electronic means or formats; provided that, notwithstanding the foregoing, this Series ZZ Supplemental Indenture may not be executed or attested by the parties hereto by DocuSign, AdobeSign or other electronic signature, and no Series ZZ Bond (including, without limitation, any Global Security) and no certificate of authentication on any Series ZZ Bond (including, without limitation, any Global Security) may be executed by DocuSign, AdobeSign or other electronic signature and each certificate of authentication must be executed by the Trustee by manual signature of an authorized signatory.

(Signature Page Follows)

IN WITNESS WHEREOF, Southern California Gas Company has caused this Series ZZ Supplemental Indenture to be signed in its corporate name by one of its Vice Presidents or its Controller and its Secretary or an Assistant Secretary and its corporate seal to be hereunto duly affixed, and U.S. Bank National Association, in token of its acceptance of the trust hereby established, has caused this Series ZZ Supplemental Indenture to be signed in its corporate name by one of its Vice Presidents, all as of May 23, 2023.

SOUTHERN CALIFORNIA GAS COMPANY

Attest:

/s/ David J. Barrett

Name: David J. Barrett

Title: Senior Vice President, General

Counsel and Assistant Secretary

(SEAL)

By /s/ Mia L. DeMontigny

Name: Mia L. DeMontigny

Title: Senior Vice President, Chief

Financial Officer, Chief

Accounting Officer and

Treasurer

U.S. BANK NATIONAL ASSOCIATION

By /s/ Fonda Hall

Name: Fonda Hall

Title: Vice President

[Signature Page – Series ZZ Supplemental Indenture]

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

STATE OF CALIFORNIA

)

) ss

COUNTY OF SAN DIEGO

)

On May 19th, 2023, before me, KATHLEEN K. HANLEY, a Notary Public, personally appeared DAVID J. BARRETT and MIA L. DEMONTIGNY, who proved to me on the basis of satisfactory evidence to be the persons whose names are subscribed to the within instrument and acknowledged to me that they executed the same in their authorized capacities, and that by their signatures on the instrument the persons, or the entity upon behalf of which the persons acted, executed the instrument.

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

WITNESS my hand and official seal.

/s/ Kathleen K. Hanley

SIGNATURE OF NOTARY PUBLIC

My Commission expires November 2, 2026

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

STATE OF CALIFORNIA

)

) ss

COUNTY OF LOS ANGELES

)

On May 19, 2023, before me, PATRICIA L. CHASE, a Notary Public, personally appeared FONDA HALL, of U.S. BANK NATIONAL ASSOCIATION, who proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument and acknowledged to me that he/she executed the same in his/her authorized capacity, and that by his/her signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument.

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

WITNESS my hand and official seal.

/s/ Patricia L. Chase

SIGNATURE OF NOTARY PUBLIC

My Commission expires October 7, 2024

EXHIBIT A

[FORM OF REGISTERED BOND WITHOUT COUPONS, SERIES ZZ, DUE 2033]

[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.]

SOUTHERN CALIFORNIA GAS COMPANY
(Incorporated under the laws of the State of California)

5.200% FIRST MORTGAGE BOND, SERIES ZZ, DUE 2033

No. ____

\$ _____
CUSIP No. 842434 CZ3
ISIN No. US842434CZ32

SOUTHERN CALIFORNIA GAS COMPANY, a corporation organized and existing under the laws of the State of California (hereinafter called the "Corporation," which term shall include any successor thereto under 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 June 1, 2033, and to pay interest thereon from May 23, 2023, or from the most recent date to which interest has been paid or duly provided for on the Series ZZ Bonds (as defined on the reverse hereof), at the rate of 5.200% per annum in like lawful money, payable semi-annually in arrears, on June 1 and December 1 (each, an "Interest Payment Date") in each year, commencing December 1, 2023, to the holder of record of this bond (as defined on the reverse hereof) at the close of business on the immediately preceding May 15 and November 15, respectively, until the Corporation'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 of the Corporation maintained for such purpose (initially the corporate trust office of U.S. Bank National Association, or its successor trustee under said Indenture) in the City and County of San Francisco, State of California and, if the Series ZZ Bonds are issued in definitive certificated form under the circumstances set forth in clause (b) of Section 1.03 of Article I of the Series ZZ Supplemental Indenture (as defined on the reverse hereof), at the office or agency maintained by the Corporation for such purpose in the Borough of Manhattan, the 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 Series ZZ 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 Series ZZ Bonds are issued in definitive certificated form under the circumstances set forth in clause (b) of Section 1.03 of Article I of the Series ZZ Supplemental Indenture, the Corporation may at its option pay interest on the Series ZZ 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 referred to on the reverse hereof at least 15 days before any Interest Payment Date by the persons entitled to payment. Interest on this bond shall be computed on the basis of a 360-day year consisting of twelve 30-day months.

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 set forth at this place.

This bond shall not become valid or obligatory for any purpose or be entitled to any benefit under the Indenture until U.S. Bank National Association, or its successor as trustee under the Indenture, shall have signed the form of certificate of authentication endorsed hereon.

IN WITNESS WHEREOF, SOUTHERN CALIFORNIA GAS COMPANY has caused this bond to be signed in its corporate name by the manual or facsimile signature of its authorized officer and its corporate seal or a facsimile thereof to be hereto affixed and attested by manual or facsimile signature of its Secretary or an Assistant Secretary.

Dated:

SOUTHERN CALIFORNIA GAS COMPANY

By _____
Name:
Title:

(CORPORATE SEAL)

Attest:

Name:
Secretary

This bond is one of a duly authorized issue of bonds of the Corporation (herein called the “bonds”), of the series hereinafter specified, all issued and to be issued under and all equally and ratably secured by a First Mortgage Indenture dated October 1, 1940, between the Corporation and U.S. Bank National Association, as successor trustee, to which indenture and all indentures supplemental thereto, including Supplemental Indentures dated, respectively, as of July 1, 1947, August 1, 1955, June 1, 1956, December 1, 1956, June 1, 1965, August 1, 1972, May 1, 1976, September 15, 1981, May 18, 1984, November 15, 1986, January 15, 1988, August 15, 1992, October 1, 2002, November 18, 2005, November 18, 2010, September 21, 2012, March 13, 2014, September 11, 2014, June 18, 2015, June 3, 2016, May 15, 2018, September 24, 2018, June 4, 2019, January 9, 2020, March 29, 2022, November 14, 2022 and May 23, 2023 (herein collectively referred to, and as the same may be further amended or supplemented from time to time, as the “Indenture”), reference is hereby made for a description of the property conveyed in trust, mortgaged and pledged, the nature and extent of the security, the rights of the registered owners of the bonds and of the trustee or trustees in respect thereof, the terms and conditions upon which the bonds are, and are to be, secured and the circumstances under which additional bonds may be issued. The bonds may be issued for various principal sums, and may be issued in series, which may mature at different times, may bear interest at different times, may bear interest at different rates and may otherwise vary as in the Indenture provided. This bond is one of a series designated as the “First Mortgage Bonds, Series ZZ, due 2033” (herein called “Series ZZ Bonds”) of the Corporation, issued under and secured by the Indenture. The Supplemental Indenture dated as of May 23, 2023 relating to the Series ZZ Bonds is sometimes herein called the “Series ZZ Supplemental Indenture.” Terms used but not defined herein shall have the respective meanings assigned thereto in the Indenture.

As provided in the Indenture, by any indenture or indentures supplemental thereto executed by the Corporation and the trustee and consented to by the holders of not less than two-thirds ($\frac{2}{3}$) in principal amount of the bonds at the time outstanding, and, in case one or more, but less than all, of the series of bonds then outstanding are affected by such supplemental indenture, consented to by the holders of at least two-thirds ($\frac{2}{3}$) in principal amount of the bonds of such series so affected, the Indenture or any indenture supplemental thereto and the rights and obligations of the Corporation and the holders of bonds, may be modified or altered from time to time, as provided in the Indenture; provided, however, (a) that the right of any holder of any bond to receive payment of the principal of and premium, if any, and interest on such bond, on or after the respective due dates expressed in such bond, or to institute suit for the enforcement of any such payment on or after such respective dates, shall not be impaired or affected by any such supplemental indenture without the consent of such holder, and (b) that no such modification or alteration shall reduce the proportions of bondholders’ consents required as aforesaid; such proportions to be determined in each case as provided in the Indenture.

The Series ZZ Bonds are entitled to the benefits of the Renewal Fund as provided in the Indenture.

Prior to March 1, 2033 (the “Par Call Date”), the Corporation may redeem the Series ZZ Bonds at the Corporation’s option, in whole or in part, at any time and from time to time, at a redemption price (expressed as a percentage of principal amount and rounded to three decimal places) equal to the greater of:

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

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

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

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

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

Notice of any redemption will be mailed at least 30 days, but not more than 60 days, before the redemption date to each registered holder of the Series ZZ Bonds to be redeemed. Once notice of redemption is mailed, the Series ZZ Bonds called for redemption will become due and payable on the redemption date at the applicable redemption price, plus accrued and unpaid interest to the redemption date. Redemption will not be conditional upon receipt by the trustee of monies sufficient to pay the redemption price.

Unless the Corporation defaults in the payment of the redemption price, on and after the redemption date the Series ZZ Bonds or portions thereof called for redemption shall cease to bear interest and shall cease to be entitled to the lien on the indenture. The Corporation will pay each registered holder of the Series ZZ Bonds to be redeemed the redemption price and any accrued and unpaid interest once the Series ZZ Bonds are surrendered for redemption.

In the event that the Corporation elects to redeem only a portion of the outstanding Series ZZ Bonds on any redemption date, (a) the Series ZZ Bonds to be redeemed shall be selected as provided in the Indenture and, in the case of Series ZZ Bonds represented by a Global Security (as defined in the Series ZZ Supplemental Indenture), in accordance with the procedures of The Depository Trust Company (or its successor as depository for the Series ZZ Bonds), (b) in the case of any Series ZZ Bond being redeemed in part, the principal amount redeemed must be \$1,000 or an integral multiple of \$1,000 and the unredeemed portion of the principal amount of such Series ZZ Bond must be an authorized denomination, and (c) the trustee will deliver without charge one or more new Series ZZ Bonds in principal amount equal to the unredeemed portion of the principal amount of the Series ZZ Bonds surrendered for redemption.

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

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

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

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

In case an event of default, as defined in the Indenture, shall occur, the principal of and interest accrued on all bonds then outstanding under the Indenture may be declared or become due and payable upon the conditions and in the manner and with the effect provided in the Indenture.

This bond is transferable by the registered owner hereof at the office or agency in the City and County of San Francisco, State of California that the Corporation maintains for such purpose (initially the corporate trust office of U.S. Bank National Association, or its successor trustee under the Indenture) and, if Series ZZ Bonds are issued in definitive certificated form under the circumstances set forth in clause (b) of Section 1.03 of Article I of the Series ZZ Supplemental Indenture, at the office or agency in the Borough of Manhattan, the City and County of New York, State of New York, that the Corporation maintains for such purpose and in such other place or places as the Corporation may designate at any time or from time to time, upon surrender and cancellation of this bond, and thereupon a new fully registered bond or bonds of said series, without coupons, of authorized denomination or denominations, of a like aggregate principal amount, will be issued to the transferee or transferees in exchange for this bond; and at any of said offices or agencies Series ZZ Bonds are exchangeable for a like aggregate principal amount of other such bonds of authorized denominations; all in the manner and subject to the conditions as provided in the Indenture.

No recourse shall be had for the payment of the principal of or premium, if any, or the interest on this bond or for any claim based hereon or on the Indenture or any indenture supplemental thereto, against any incorporator, stockholder, director or officer, past, present or future, of the Corporation, or of any predecessor or successor corporation, either directly or through the Corporation, or any such predecessor or successor corporation, 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 waived and released by every registered owner hereof by the acceptance of this bond and as part of the consideration for the issue hereof, and being likewise waived and released by the terms of the Indenture.

In any case where any Interest Payment Date, any redemption date or the maturity date of the Series ZZ Bonds is not 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 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 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 maturity date, as the case may be. As used in the immediately preceding sentence, "Place of Payment" means the City and County of San Francisco, State of California and any other place or places where the Corporation may from time to time maintain an office or agency where Series ZZ 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 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.

CERTIFICATE OF AUTHENTICATION

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:

**SOUTHERN CALIFORNIA GAS
COMPANY**

TO

U.S. BANK NATIONAL ASSOCIATION
(successor by merger to U.S. Bank Trust National Association,
formerly known as First Trust of California, National Association)
TRUSTEE

SUPPLEMENTAL INDENTURE
To Indenture dated October 1, 1940

Dated as of May 23, 2023

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TESTIMONIUM

SIGNATURES AND SEALS

EXHIBIT A

THIS SUPPLEMENTAL INDENTURE, dated as of May 23, 2023 (this “Series AAA Supplemental Indenture”), is made and entered into in the City of Los Angeles, State of California by and between SOUTHERN CALIFORNIA GAS COMPANY, a corporation duly organized and existing under the laws of the State of California, and having its principal place of business in the City of Los Angeles, State of California (hereinafter sometimes called the “Corporation”) and U.S. BANK NATIONAL ASSOCIATION (successor by merger to U.S. Bank Trust National Association, formerly known as First Trust of California, National Association), an association duly organized and existing under the laws of the United States of America and having a corporate trust office in the City and County of Los Angeles, State of California (hereinafter, together with its predecessors and successors, if any, as trustees under the Indenture referred to below, sometimes called the “Trustee”).

WITNESSETH:

WHEREAS, the Corporation has executed and delivered to the Trustee a certain First Mortgage Indenture (hereinafter referred to as the “Base Indenture”) dated October 1, 1940, to secure bonds of the Corporation designated generally as its “First Mortgage Bonds” to be issued from time to time in one or more series, any of which series may vary from any other as to certain particulars specified in Section 2.01 of the Base Indenture, and the Corporation has executed and delivered to the Trustee supplemental indentures dated, respectively, as of July 1, 1947, May 1, 1948, June 1, 1950, April 1, 1952, August 1, 1955, June 1, 1956, December 1, 1956, July 1, 1957, October 1, 1959, July 1, 1963, September 1, 1964, June 1, 1965, December 1, 1966, October 1, 1970, August 1, 1972, September 1, 1972, October 1, 1974, May 1, 1976, October 1, 1977, November 1, 1979, February 1, 1981, September 15, 1981, April 1, 1982, August 15, 1983, May 18, 1984, December 16, 1985, March 1, 1986, November 15, 1986, December 1, 1986, January 15, 1988, June 15, 1988, November 1, 1988, December 1, 1990, October 1, 1991, August 15, 1992, December 15, 1992, March 1, 1993, June 15, 1993, November 1, 1993, November 15, 1993, October 1, 2002, October 17, 2003, December 15, 2003, December 10, 2004, November 18, 2005, November 21, 2008, November 18, 2010, September 21, 2012, March 13, 2014, September 11, 2014, June 18, 2015, June 18, 2015, June 3, 2016, May 15, 2018, September 24, 2018, June 4, 2019, January 9, 2020, March 29, 2022 and November 14, 2022 supplementing and amending the Base Indenture (each, a “Prior Supplemental Indenture,” and the Base Indenture together with all Prior Supplemental Indentures, this Series AAA Supplemental Indenture and the Series ZZ Supplemental Indenture (as defined below) being herein collectively referred to as the “Indenture”); and

WHEREAS, the Base Indenture and the Prior Supplemental Indentures dated, respectively, as of July 1, 1947, May 1, 1948, June 1, 1950, April 1, 1952 and August 1, 1955, are recorded in the office of the County Recorder of the Counties listed below in the Official Records thereof, to the extent stated in the Prior Supplemental Indenture dated as of June 1, 1956; the Prior Supplemental Indentures dated, respectively, as of June 1, 1956 and December 1, 1956, are so recorded as stated in the Prior Supplemental Indenture dated as of July 1, 1957; the Prior Supplemental Indenture dated as of July 1, 1957 and each subsequently dated Prior Supplemental Indenture (other than the Prior Supplemental Indenture dated as of November 14, 2022) is so recorded as stated in the Prior Supplemental Indenture dated as of the next succeeding date; and the Prior Supplemental Indenture dated as of November 14, 2022 is recorded in the offices of the County Recorders in the Counties of the State of California, as follows:

County	Reference	Date
Fresno	Official Records, Document 2022-0140017	November 16, 2022
Imperial	Official Records, Document 2022022768	November 17, 2022
Kern	Official Records, Document 222172476	November 18, 2022
Kings	Official Records, Document 2223340	December 9, 2022
Los Angeles	Official Records, Document 20221088972	November 18, 2022
Monterey	Official Records, Document 2022048724	November 16, 2022
Orange	Official Records, Document 2022000381497	November 16, 2022
Riverside	Official Records, Document 2022-0472810	November 16, 2022
San Bernardino	Official Records, Document 2022-0376457	November 17, 2022
San Diego	Official Records, Document 2022-0439609	November 16, 2022
San Luis Obispo	Official Records, Document 2022045080	November 17, 2022
Santa Barbara	Official Records, Document 2022-0048050	November 17, 2022
Tulare	Official Records, Document 2022-0070677	November 16, 2022
Ventura	Official Records, Document 2022000110000	November 16, 2022

WHEREAS, the Base Indenture and the Prior Supplemental Indentures dated, respectively, as of July 1, 1947, August 1, 1955, December 1, 1956, June 1, 1965, August 1, 1972, May 1, 1976 and September 15, 1981, copies of each of which were attached as Exhibit B to the Prior Supplemental Indenture dated as of September 11, 2014 recorded in the offices of the County Recorders of San Diego County and San Luis Obispo County, are recorded in such counties to the extent stated in the Prior Supplemental Indentures dated as of June 18, 2015; and

WHEREAS, the Base Indenture and the Prior Supplemental Indentures dated, respectively, as of October 1, 1940, June 1, 1950, August 1, 1955, December 1, 1956, June 1, 1965, August 1, 1972, October 1, 1974, May 1, 1976, September 15, 1981, May 18, 1984, November 18, 2005, November 18, 2010, September 21, 2012, March 13, 2014, September 11, 2014, June 18, 2015, June 3, 2016, May 15, 2018, September 24, 2018, June 4, 2019 and January 9, 2020, copies of each of which were attached as Exhibit A to the Prior Supplemental Indenture dated as of March 29, 2022 recorded in the offices of the County Recorders of Fresno County, Imperial County, Kern County, Kings County, Los Angeles County, Monterey County, Orange County, Riverside County, San Bernardino County, San Diego County, San Luis Obispo County, Santa Barbara County, Tulare County and Ventura County, are recorded in such counties to the extent stated in the Prior Supplemental Indenture dated as of November 14, 2022; and

WHEREAS, the Prior Supplemental Indenture dated as of July 1, 1947, a copy of which was attached as Exhibit B to the Prior Supplemental Indenture dated as of November 14, 2022 recorded in the offices of the County Recorders of Fresno County, Imperial County, Kern County, Kings County, Los Angeles County, Monterey County, Orange County, Riverside County, San Bernardino County, San Diego County, San Luis Obispo County, Santa Barbara County, Tulare County and Ventura County, is recorded in such counties to the extent stated in this Series AAA Supplemental Indenture; and

WHEREAS, bonds of the Corporation of twelve (12) series designated, respectively, as its “First Mortgage Bonds, Series KK, due 2035,” “First Mortgage Bonds, Series MM, due 2040,” “First Mortgage Bonds, Series NN, due 2042,” “First Mortgage Bonds, Series OO, due 2044,” “First Mortgage Bonds, Series PP, due 2024,” “First Mortgage Bonds, Series RR, due 2025,” “First Mortgage Bonds, Series TT, due 2026,” “First Mortgage Bonds, Series UU, due 2048,” “First Mortgage Bonds, Series VV, due 2049,” “First Mortgage Bonds, Series WW, due 2050,” “First Mortgage Bonds, Series XX, due 2030” and “Green First Mortgage Bonds, Series YY, due 2052” are outstanding as a part of the First Mortgage Bonds referred to in the Indenture, each such series of bonds, unless and until the taking of further appropriate action by the Board of Directors of the Corporation, being without limitation as to aggregate authorized principal amount; and

WHEREAS, pursuant to the provisions of Sections 2.01 and 2.02 of the Indenture, the Board of Directors has, by resolution duly adopted and delivered to the Trustee, authorized the creation, as a part of the First Mortgage Bonds referred to in the Indenture, a new series of bonds designated “First Mortgage Bonds, Series AAA, due 2053” (the “Series AAA Bonds”), of the form, terms and provisions provided herein, which new series of bonds, unless and until the taking of further appropriate action by the Board of Directors, is to be without limitation as to aggregate authorized principal amount and of which series of bonds in the aggregate principal amount of \$500,000,000 are to be presently issued; and

WHEREAS, under the provisions of Sections 2.02 and 16.01 of the Indenture, the Corporation and the Trustee may execute and deliver this Series AAA Supplemental Indenture (i) to set forth the particulars, permitted by Section 2.01 of the Indenture, as to which the Series AAA Bonds may vary from the bonds of the other series of the First Mortgage Bonds, and (ii) for any purpose not inconsistent with the terms of the Indenture; and, contemporaneously with the execution and delivery of this Series AAA Supplemental Indenture, the Company is executing and delivering to the Trustee a separate supplemental indenture dated as of May 23, 2023 (the “Series ZZ Supplemental Indenture”) whereby, among other things, the Company has set forth certain of the particulars of the bonds of another additional series, which are designated “First Mortgage Bonds, Series ZZ, due 2033” and are to be issued on the date hereof contemporaneously with the issuance, pursuant to this Series AAA Supplemental Indenture, of First Mortgage Bonds, Series AAA, due 2053; and

WHEREAS, the making, executing, delivering and recording of this Series AAA Supplemental Indenture have been duly authorized by proper corporate action of the Corporation; and

WHEREAS, the issuance of the Series AAA Bonds and the encumbrance of the Corporation’s property to secure the Series AAA Bonds pursuant to this Series AAA Supplemental Indenture have been authorized by the Public Utilities Commission of the State of California.

NOW, THEREFORE, in consideration of the foregoing premises and of other good and valuable consideration, receipt of which is hereby acknowledged, and in order: (a) to set forth or specify (i) the form of the fully registered Series AAA Bonds, and the form of the legend to be endorsed on Series AAA Bonds evidenced by Global Securities (as defined in Section 1.02 of Article I of this Series AAA Supplemental Indenture), and (ii) the terms and provisions of the Series AAA Bonds, including the particulars thereof which vary from the bonds of the other series of the First Mortgage Bonds; and (b) further to secure the payment of the principal of and premium, if any, and interest on the bonds of the Corporation now or at any time hereafter outstanding under the Indenture, including specifically, but without limitation, all of the First Mortgage Bonds now outstanding and the \$500,000,000 aggregate principal amount of Series AAA Bonds and the \$500,000,000 aggregate principal amount of First Mortgage Bonds, Series ZZ, due 2033 and further to secure the observance and performance of all of the covenants, agreements and conditions contained in the Indenture, and without in any way limiting the generality or effect of the Indenture insofar as by any provision thereof any of the property therein or hereafter described or referred to is now subject or intended to be subject to the lien and operation thereof, but to such extent confirming such lien and operation, the Corporation has executed and delivered this Series AAA Supplemental Indenture and has granted, bargained, sold, released, conveyed, mortgaged, assigned, transferred, pledged, set over and confirmed, and does hereby grant, bargain, sell, release, convey, mortgage, assign, transfer, pledge, set over and confirm unto U.S. Bank National Association, the Trustee, and to its successors or successors in the trust created by the Indenture, and to its and their assigns, forever, with power of sale, subject, to the extent applicable by the terms of the Indenture to any of the properties hereinafter referred to or described, to the exceptions (other than as expressly provided in the granting clauses of the Prior Supplemental Indentures dated respectively as of June 1, 1956, July 1, 1957, October 1, 1959, July 1, 1963, September 1, 1964 and December 1, 1966 with respect to exception (f) set forth on page 67 of the Base Indenture and reading as follows: “(f) Any gas and/or oil acreage, gas and/or oil wells, gas and/or oil reserves, or gas and/or oil leaseholds hereafter acquired by the Corporation, or any property or equipment now or hereafter owned by the Corporation and used for the development of gas and/or oil acreage or for the drilling for or production of gas and/or oil from such acreage;” which exception (f) is by said granting clauses expressly made inapplicable to certain therein specified parcels of property), reservations, conditions, terms and provisions provided in the Indenture with respect to properties subject or intended to be subject thereto, all of the properties and assets of the Corporation, real, personal and mixed, of every kind and character, whether now or hereafter owned by the Corporation and wheresoever situated, including, without in any way limiting or modifying the generality or effect of the foregoing, all and singular, the following properties:

FIRST: All and singular the plants, properties, equipment, real and personal property, estates, interests, goodwill, generating, transmission, feeding, storing, and distribution systems, and utilities of the Corporation situated in the Counties of Fresno, Imperial, Kern, Kings, Los Angeles, Monterey, Orange, Riverside, San Bernardino, San Diego, San Luis Obispo, Santa Barbara, Tulare and Ventura, and elsewhere, in the State of California, with all and singular the franchises, ordinances, grants, easements, licenses, powers, immunities, permits, privileges, appurtenances, tenements and other rights and property thereunto appertaining or belonging, as the same now exist and as the same and any and all parts thereof may hereafter exist or be improved, added to, enlarged, extended or acquired in said counties or elsewhere in said state or any other state or states.

SECOND: All other property, real, personal and mixed, of every kind, nature and description (including, without in any way limiting the effect or the generality hereof, all facilities; all stocks, bonds and other securities from time to time conveyed, assigned, transferred, mortgaged or pledged on behalf of the Corporation, or with its consent, to the Trustee in the manner and for the purposes as provided in the Indenture; all gas manufacturing plants, boilers, engines, compressors, motors, pumps, generators, gasholders, tanks, appliances, oil storage facilities, gas storage facilities, wells, buildings, structures, plants, works and other improvements; all gas transmission and distributing lines and systems; all meters and regulators and all other apparatus, machinery, appliances, tools, furniture, fixtures, supplies, facilities and utilities and other personal property; or any right or interest in any thereof; all business and goodwill, rights, consents, franchises, ordinances, licenses, agreements, contracts, permits, easements, rights of way, leases and leasehold interests; all powers, grants, privileges and immunities to construct, operate and maintain lines and other facilities or properties for conveying gas or other commodity or utility for any purpose or purposes through, under and over public streets or highways, or public or private places or property; all reversions, remainders, tolls, incomes, revenues, earnings, rents, issues and profits of any property, real, personal and mixed; and all other classes and types of property described or referred to in the Indenture), now or hereafter owned, held, possessed, acquired or enjoyed by or in any manner conferred upon or appertaining to the Corporation, including the interest of the Corporation in all leases now or hereafter owned by it, together with all and singular the tenements, hereditaments, and appurtenances belonging or in any way appertaining to each and every part of any and all property subject or intended to be subject to the lien and operation of the Indenture, and the reversion and reversions, remainder and remainders, tolls, incomes, revenues, earnings, rents, issues and profits thereof.

SAVING AND EXCEPTING, however, from the property hereby mortgaged, conveyed in trust and/or pledged, all property, whether now owned by the Corporation or hereafter acquired by it, expressly saved and excepted from the lien of the Indenture and therein referred to as the "excepted property" (except as otherwise expressly provided in any Prior Supplemental Indenture hereinabove mentioned with respect to exception (f) of said "excepted property"), unless and until, upon the occurrence of an event of default under the Indenture, the Trustee, or any receiver appointed thereunder, shall take possession of any or all of such excepted property.

TO HAVE AND TO HOLD in trust with power of sale for the equal and proportionate benefit and security of all holders of bonds of the Corporation, now or hereafter outstanding under the Indenture as from time to time in effect, and for the enforcement and payment of said bonds and premium, if any, and interest thereon when payable, and the performance of and compliance with the covenants and conditions of the Indenture as from time to time in effect, without any preference, distinction or priority as to lien or otherwise of any of said bonds over any others thereof by reason of the difference in the time of the actual issue, sale or negotiation thereof, or for any other reason whatsoever, except as otherwise expressly provided in the Indenture as from time to time in effect, so that each and every such bond shall have the same lien and so that the principal of and premium, if any, and interest on every such bond shall, subject to the terms thereof, be equally and proportionately secured by said lien, as if such bond had been made, executed, delivered, sold and negotiated simultaneously with the execution and delivery of the Base Indenture.

IT IS HEREBY COVENANTED, DECLARED, AND AGREED by and between the parties hereto that all such bonds are issued, authenticated and delivered, or are to be issued, authenticated and delivered, and that all property subject, or to become subject, to the Indenture is to be held, subject to the covenants, conditions, uses and trusts therein set forth.

ARTICLE I

AMOUNT, FORM, NUMBERING, DENOMINATION, TRANSFER AND EXCHANGE OF SERIES AAA BONDS, DUE 2053

Section 1.01. The Series AAA Bonds may be issued at any time or from time to time upon and subject to the terms and provisions of the Indenture, and \$500 million aggregate principal amount of Series AAA Bonds are to be presently issued. Unless and until the taking of further appropriate action by the Board of Directors of the Corporation the Series AAA Bonds shall be without limitation as to aggregate authorized principal amount and, without limitation to the foregoing, the Corporation may from time to time, without notice to or the consent of the registered holders of the Series AAA Bonds, but upon and subject to the terms and provisions of the Indenture, increase the principal amount of Series AAA Bonds under the Indenture and issue such increased principal amount, or any portion thereof. Any additional Series AAA 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 AAA Bonds previously issued and shall form a single series of First Mortgage Bonds under the Indenture with the previously issued Series AAA Bonds.

Section 1.02. The Series AAA Bonds shall be issued only as fully registered bonds without coupons. In addition, the Series AAA Bonds may be issued 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 Corporation (or an authorized officer designated by the Board of Directors) 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.

Section 1.03. In the event the Series AAA Bonds are issued as Global Securities the following provisions, in addition to the provisions of the Indenture, shall apply:

(a) 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 AAA Bond for all purposes of this Series AAA Supplemental Indenture.

(b) Notwithstanding any other provision in this Series AAA Supplemental Indenture, no Global Security may be exchanged in whole or in part for Series AAA 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 Corporation 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 AAA Bonds and a successor depository has not been appointed by the Corporation within 90 days of receipt by the Corporation 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 Corporation within 90 days after it became aware of the depository's ceasing to be so registered, (C) the Corporation, in its sole discretion, executes and delivers to the Trustee a written order signed in the name of the Corporation 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 shall be exchangeable as described below, or (D) an "event of default" (as defined in Section 1.02 of the Indenture) has occurred and is continuing with respect to the Series AAA 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 AAA Bonds and, without unnecessary delay but in any event not later than the earliest date on which those interests may be so exchanged, the Corporation will prepare and deliver to the Trustee definitive Series AAA Bonds in such form and denominations as are required by or pursuant to the Indenture, containing identical terms as and in an aggregate principal amount equal to the aggregate principal amount of such Global Securities, such bonds to be duly executed by the Corporation. 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 Corporation with respect thereto (which the Corporation agrees to deliver) to the Trustee as the Corporation's agent for such purpose, and in accordance with any instructions given to the Trustee and the depository by the Corporation (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 AAA 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 AAA 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 AAA 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 AAA Bonds.

(c) Subject to Clause (b) above, any exchange or transfer of a Global Security for other Series AAA Bonds may be made in whole or in part, and all definitive Series AAA Bonds issued in exchange for or upon transfer of a Global Security or any portion thereof shall be registered in such names as the depositary for such Global Security shall direct. There will be no service charge for (i) any registration or transfer or exchange of a Global Security for other Series AAA Bonds, however a charge may be imposed that is sufficient to reimburse the Corporation for any tax or governmental charge required to be paid with respect to any such registration or transfer, or (ii) any exchange, however the Corporation may charge a sum not exceeding two dollars (\$2.00) for each bond issued upon any such exchange and a further sum sufficient to reimburse for any stamp taxes or other governmental charges. The Corporation may block the transfer or exchange of bonds for a period of ten (10) days prior to any Interest Payment Date.

(d) Every Series AAA Bond authenticated and delivered upon registration of transfer of, or in exchange for or in lieu of, a Global Security or any portion thereof, shall be authenticated and delivered in the form of, and shall be, a Global Security, unless such bond is registered in the name of a person other than the depositary for such Global Security or a nominee thereof.

Section 1.04. 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 1.05. The Series AAA Bonds and the certificate of authentication to be endorsed on all Series AAA Bonds shall be substantially in the form set forth on Exhibit A.

Section 1.06. The Series AAA 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 1.07. The Series AAA Bonds shall be issuable in denominations of \$1,000, \$5,000, \$10,000, \$25,000 or multiples of \$25,000 and shall be dated as provided in paragraph 1 of Section 2.01 of the Base Indenture. The Series AAA Bonds shall be numbered in such manner as the Corporation shall at any time or from time to time determine.

Section 1.08. In the manner and subject to certain conditions and limitations specified herein and in the Indenture, Series AAA Bonds may be exchanged without a service charge for a like aggregate principal amount of Series AAA Bonds of other authorized denomination or denominations; provided that the Corporation 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 1.09. The Corporation shall maintain in the City and County of San Francisco, State of California and in such other place or places as the Corporation may designate at any time or from time to time, an office or agency where Series AAA Bonds 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 San Francisco, State of California shall be the corporate trust office of the Trustee unless and until the Corporation shall designate another office or agency by notice in writing delivered to the Trustee. The Corporation hereby also designates the corporate trust office of the Trustee in the City and County of Los Angeles, State of California as an office or agency where Series AAA Bonds may be presented for payment, registration, transfer and exchange as provided therein or in the Indenture; provided, that the Corporation shall have no obligation to continue to maintain such office or agency in the City and County of Los Angeles, State of California. Notwithstanding the foregoing, if and when definitive certificated Series AAA Bonds are issued under the circumstances set forth in clause (b) of Section 1.03 of this Article I, the Corporation shall also maintain in the Borough of Manhattan, the City and County of New York, State of New York, an office or agency where Series AAA Bonds may be presented for payment, registration, transfer and exchange as provided therein or in the Indenture.

Section 1.10. No transfer or exchange of any Series AAA 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

INTEREST, MATURITY DATE, REDEMPTION AND CERTAIN OTHER PROVISIONS OF SERIES AAA BONDS, DUE 2053

Section 2.01. The Series AAA Bonds shall bear interest at the rate, shall be expressed to mature as to principal, and shall be payable as to principal, premium, if any, and interest at such place or places and in such money, all as provided in the form of Series AAA Bond set forth on Exhibit A hereto and by the applicable provisions of the Indenture. In addition, May 23, 2023 shall be an Interest Payment Date for the Series AAA Bonds for purposes of paragraph 1 of Section 2.01 of the Base Indenture (as supplemented by the Prior Supplemental Indentures), provided that no interest shall be payable on such date.

Section 2.02. The Series AAA Bonds shall be subject to redemption prior to maturity as set forth in the form of Series AAA Bond set forth on Exhibit A, upon notice, in the manner and otherwise upon the terms and conditions and with the effect, as provided therein and by the applicable provisions of the Indenture.

Section 2.03. The Corporation may at any time deliver to the Trustee for cancellation any Series AAA Bonds previously authenticated and delivered under the Indenture which the Corporation may have acquired in any manner whatsoever and all Series AAA Bonds so delivered shall be promptly cancelled by the Trustee upon the request of the Corporation.

Section 2.04. The Series AAA Bonds shall, except as in this Series AAA Supplemental Indenture otherwise expressly provided, be on the terms and provisions, and shall represent such rights and be entitled to such benefits, as are applicable thereto by the terms of the Indenture.

Section 2.05. The Series AAA Bonds shall be entitled to the benefits of the Renewal Fund as provided in the Indenture.

Section 2.06. The following Section 11.01A shall apply to the Series AAA Bonds in lieu of Section 11.01 of the Base Indenture:

“Section 11.01A If the Corporation, its successors or assigns, shall

(a) pay or cause to be paid the principal of and premium, if any, and interest on the bonds and claims for interest thereon to become due at the time and in the manner stipulated therein and herein, and/or

(b) provide for the payment of the bonds and interest thereon by depositing in cash with the Trustee or other depository satisfactory to it at any time at or before maturity the entire amount due or to become due thereon for principal and premium, if any, and interest to maturity of all the bonds outstanding, and/or

(c) in case of a call of all of the bonds then outstanding for redemption, deposit with the Trustee on or before the date on which all of such bonds (other than those which shall have matured by their terms) shall have been called for redemption, as provided in Article VII, the entire amount of the redemption price thereof, including premium, if any, and interest and shall deliver to the Trustee (1) proof satisfactory to the Trustee that notice of redemption as provided in Article VII has been given, or (2) proof satisfactory to the Trustee that arrangements have been made insuring that such notice will be given, or (3) a written instrument executed by the Corporation under its corporate seal, and expressed to be irrevocable, authorizing the Trustee to give such notice for and on behalf of the Corporation, and/or

(d) surrender to the Trustee for cancellation all the bonds for which payment is not so provided,

and shall also irrevocably direct the Trustee (and any such other depository), by officers' certificate delivered to the Trustee (and any such other depository), to apply any funds deposited pursuant to subdivision (b) or (c) above to the payment of the principal of, and premium, if any, and interest on the bonds as and when the same shall become due and payable as contemplated by such subdivision and pay, or satisfactorily provide, all other sums due and payable hereunder by the Corporation, including the compensation and expenses of the Trustee, then and in that case,

(i) at the request of the Corporation all the mortgaged property shall revert to the Corporation and the entire estate, right, title and interest of the Trustee and of the holders and registered owners of the bonds in respect of the mortgaged property shall thereupon cease, determine and become void; and

(ii) the Trustee in such case, upon the cancellation of all outstanding bonds for the payment of which cash shall not have been deposited in accordance with the provisions of this Indenture, shall upon request of the Corporation, and at its cost and expense and upon delivery to the Trustee of an opinion of counsel stating that (x) the Corporation has received from, or there has been published by, the Internal Revenue Service a ruling, or (y) since May 23, 2023 there has been a change in applicable federal income tax law, in either case to the effect that, and based thereon such opinion of counsel shall confirm that, the holders of Series AAA Bonds will not recognize income, gain or loss for federal income tax purposes as a result of such defeasance and will be subject to federal income tax on the same amounts, in the same manner and at the same times as would have been the case if such defeasance had not occurred, (A) execute to the Corporation, or its order, proper instruments acknowledging satisfaction of this Indenture and (B) surrender to the Corporation, or its order, all cash and deposited securities, if any, which shall then be held by it hereunder as a part of the mortgaged property (exclusive of cash held in trust as provided in Section 5.03); provided, however, that if any such property shall have been delivered to the Trustee by any person or corporation other than the Corporation, the same shall be delivered or otherwise disposed of in accordance with any reservations, limitations, conditions or provisions which may have been set forth in the instrument in writing then executed, if any, respecting the use, management or disposition thereof; and provided further that if the Corporation pursuant to clauses (1) or (2) of subdivision (c) above shall have delivered to the Trustee proof satisfactory to it that notice of redemption as provided in Article VII has been given or that arrangements have been made insuring that such notice will be given, there shall also be delivered to the Trustee an officers' certificate stating that all conditions precedent to the satisfaction and discharge of this Indenture have been complied with and an opinion of counsel stating that in his opinion such conditions precedent have been complied with."

ARTICLE III

SUNDRY PROVISIONS

Section 3.01. The recitals of fact contained herein shall be taken as the statements of the Corporation, and the Trustee assumes no responsibility for the correctness of the same. The Corporation hereby covenants and agrees that it will cause this Series AAA Supplemental Indenture to be kept recorded and/or filed as may be required by law, in such manner and in such places as may be necessary fully to preserve and protect the security of the bondholders and all of the rights of the Trustee hereunder, and that it will with all reasonable dispatch deposit with the Trustee counterparts of this Series AAA Supplemental Indenture bearing official notation or endorsements showing such recordation and/or filing, or in case such counterparts are not returned to the Corporation, furnish to the Trustee the best official evidence of such recordation and/or filing reasonably obtainable by the Corporation, or evidence of the taking of such other action, if any, but the Trustee, subject to the provisions of Sections 14.02 and 14.03 of the Indenture, shall in no way be liable for any failure or omission in this regard.

Section 3.02. The date of this Series AAA Supplemental Indenture and the date of the Series AAA Bonds are intended as and for a date for the convenient identification of this Series AAA Supplemental Indenture and of the Series AAA Bonds, and are not intended to indicate that this Series AAA Supplemental Indenture was executed and delivered or that the Series AAA Bonds were executed, delivered or issued on said date; it being hereby provided that this Series AAA Supplemental Indenture may be executed and delivered, and that the Series AAA Bonds may be executed, delivered or issued, either on said date or before or after said date, and that this Series AAA Supplemental Indenture is in fact executed and delivered by each party hereto on the date of its certificate of acknowledgment hereto attached.

Section 3.03. This Series AAA Supplemental Indenture shall be deemed to be part of the Indenture, and the Corporation agrees to conform to and comply with all and singular the terms, provisions, conditions and covenants set forth therein and herein. This Series AAA Supplemental Indenture shall be construed in connection with and as a part of the Indenture.

Section 3.04. It is further agreed that the Trustee accepts the trust imposed upon it by this Series AAA Supplemental Indenture, upon and subject to the same terms and conditions as are expressed in Article XIV of the Base Indenture.

Section 3.05. In order to facilitate the recording of this Series AAA Supplemental Indenture, the same may be executed in several counterparts, each of which so executed shall be deemed to be an original, and such counterparts shall collectively constitute one and the same instrument.

Section 3.06. All terms used in this Series AAA Supplemental Indenture which are defined in the Indenture and not defined herein shall have the meaning assigned to them in the Indenture. As used in the Indenture, this Series AAA Supplemental Indenture and the Series AAA Bonds, all references to "premium" on the Series AAA Bonds shall mean any amounts (other than accrued interest) payable upon the redemption of any Series AAA Bonds in excess of 100% of the principal amount of such Series AAA Bonds.

Section 3.07. To the extent any provision in this Series AAA Supplemental Indenture conflicts with any provision in the Indenture, the provisions of this Series AAA 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 3.08. The Base Indenture, as heretofore amended and supplemented, insofar as it applies to the Series AAA Bonds, this Series AAA Supplemental Indenture and the Series AAA 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.

Section 3.09. To the extent not otherwise addressed in this Series AAA Supplemental Indenture, this Series AAA Supplemental Indenture shall be subject to the provisions of Article XVII of the Indenture, the terms of which are hereby incorporated by reference into this Series AAA Supplemental Indenture.

Section 3.10. The words “execution,” “signed,” “signature,” and words of like import in this Series AAA 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 Series AAA Supplemental Indenture shall include (subject to the provisions set forth in the last sentence of this Section 3.10) images of manually executed signatures transmitted by facsimile, email or other electronic format (including, without limitation, “pdf,” “tif” or “jpg”) and electronic signatures (including, without limitation, DocuSign and AdobeSign). The use of electronic signatures and electronic records (including, without limitation, any contract or other record created, generated, sent, communicated, received, or stored by electronic means) shall be of the same legal effect, validity and enforceability as a manually executed signature or use of a paper-based record-keeping system to the fullest extent permitted by applicable law, including the Federal Electronic Signatures in Global and National Commerce Act, the New York State Electronic Signatures and Records Act and any other applicable law, including, without limitation, any state law based on the Uniform Electronic Transactions Act or the Uniform Commercial Code. Without limitation to the foregoing, and anything in this Series AAA Supplemental Indenture to the contrary notwithstanding, except as set forth in the proviso to this sentence, (a) this Series AAA Supplemental Indenture and any other instruments, agreements, certificates, legal opinions, negative assurance letters or other documents entered into or delivered pursuant to or in connection with this Series AAA Supplemental Indenture may be executed, attested and transmitted by any of the foregoing electronic means and formats and (b) all references in this Series AAA Supplemental Indenture to the execution, attestation or authentication of any bond of this series (including any Global Security) or any certificate of authentication appearing on or attached to any such bond by means of a manual or facsimile signature shall be deemed to include signatures that are made or transmitted by any of the foregoing electronic means or formats; provided that, notwithstanding the foregoing, this Series AAA Supplemental Indenture may not be executed or attested by the parties hereto by DocuSign, AdobeSign or other electronic signature, and no Series AAA Bond (including, without limitation, any Global Security) and no certificate of authentication on any Series AAA Bond (including, without limitation, any Global Security) may be executed by DocuSign, AdobeSign or other electronic signature and each certificate of authentication must be executed by the Trustee by manual signature of an authorized signatory.

(Signature Page Follows)

IN WITNESS WHEREOF, Southern California Gas Company has caused this Series AAA Supplemental Indenture to be signed in its corporate name by one of its Vice Presidents or its Controller and its Secretary or an Assistant Secretary and its corporate seal to be hereunto duly affixed, and U.S. Bank National Association, in token of its acceptance of the trust hereby established, has caused this Series AAA Supplemental Indenture to be signed in its corporate name by one of its Vice Presidents, all as of May 23, 2023.

SOUTHERN CALIFORNIA GAS COMPANY

Attest:

/s/ David J. Barrett

Name: David J. Barrett
Title: Senior Vice President, General
Counsel and Assistant Secretary

(SEAL)

By /s/ Mia L. DeMontigny

Name: Mia L. DeMontigny
Title: Senior Vice President, Chief
Financial Officer, Chief
Accounting Officer and
Treasurer

U.S. BANK NATIONAL ASSOCIATION

By /s/ Fonda Hall

Name: Fonda Hall
Title: Vice President

[Signature Page – Series AAA Supplemental Indenture]

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

STATE OF CALIFORNIA)
) ss
COUNTY OF SAN DIEGO)

On May 19th, 2023, before me, KATHLEEN K. HANLEY, a Notary Public, personally appeared DAVID J. BARRETT and MIA L. DEMONTIGNY, who proved to me on the basis of satisfactory evidence to be the persons whose names are subscribed to the within instrument and acknowledged to me that they executed the same in their authorized capacities, and that by their signatures on the instrument the persons, or the entity upon behalf of which the persons acted, executed the instrument.

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

WITNESS my hand and official seal.

/s/ Kathleen K. Hanley
SIGNATURE OF NOTARY PUBLIC

My Commission expires November 2, 2026

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

STATE OF CALIFORNIA)
) ss
COUNTY OF LOS ANGELES)

On May 19, 2023, before me, PATRICIA L. CHASE, a Notary Public, personally appeared FONDA HALL, of U.S. BANK NATIONAL ASSOCIATION, who proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument and acknowledged to me that he/she executed the same in his/her authorized capacity, and that by his/her signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument.

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

WITNESS my hand and official seal.

/s/ Patricia L. Chase
SIGNATURE OF NOTARY PUBLIC

My Commission expires October 7, 2024

EXHIBIT A

[FORM OF REGISTERED BOND WITHOUT COUPONS, SERIES AAA, DUE 2053]

[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.]

SOUTHERN CALIFORNIA GAS COMPANY
(Incorporated under the laws of the State of California)

5.750% FIRST MORTGAGE BOND, SERIES AAA, DUE 2053

No. ____

\$ _____
CUSIP No. 842434 CY6
ISIN No. US842434CY66

SOUTHERN CALIFORNIA GAS COMPANY, a corporation organized and existing under the laws of the State of California (hereinafter called the "Corporation," which term shall include any successor thereto under 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 June 1, 2053, and to pay interest thereon from May 23, 2023, or from the most recent date to which interest has been paid or duly provided for on the Series AAA Bonds (as defined on the reverse hereof), at the rate of 5.750% per annum in like lawful money, payable semi-annually in arrears, on June 1 and December 1 (each, an "Interest Payment Date") in each year, commencing December 1, 2023, to the holder of record of this bond (as defined on the reverse hereof) at the close of business on the immediately preceding May 15 and November 15, respectively, until the Corporation'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 of the Corporation maintained for such purpose (initially the corporate trust office of U.S. Bank National Association, or its successor trustee under said Indenture) in the City and County of San Francisco, State of California and, if the Series AAA Bonds are issued in definitive certificated form under the circumstances set forth in clause (b) of Section 1.03 of Article I of the Series AAA Supplemental Indenture (as defined on the reverse hereof), at the office or agency maintained by the Corporation for such purpose in the Borough of Manhattan, the City and County of New York, State of New York. Notwithstanding the foregoing, so long as the registered holder of this bond is a depositary (as defined in the Series AAA 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 Series AAA Bonds are issued in definitive certificated form under the circumstances set forth in clause (b) of Section 1.03 of Article I of the Series AAA Supplemental Indenture, the Corporation may at its option pay interest on the Series AAA 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 referred to on the reverse hereof at least 15 days before any Interest Payment Date by the persons entitled to payment. Interest on this bond shall be computed on the basis of a 360-day year consisting of twelve 30-day months.

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 set forth at this place.

This bond shall not become valid or obligatory for any purpose or be entitled to any benefit under the Indenture until U.S. Bank National Association, or its successor as trustee under the Indenture, shall have signed the form of certificate of authentication endorsed hereon.

IN WITNESS WHEREOF, SOUTHERN CALIFORNIA GAS COMPANY has caused this bond to be signed in its corporate name by the manual or facsimile signature of its authorized officer and its corporate seal or a facsimile thereof to be hereto affixed and attested by manual or facsimile signature of its Secretary or an Assistant Secretary.

Dated:

SOUTHERN CALIFORNIA GAS COMPANY

By _____

Name:

Title:

(CORPORATE SEAL)

Attest:

Name:

Secretary

This bond is one of a duly authorized issue of bonds of the Corporation (herein called the “bonds”), of the series hereinafter specified, all issued and to be issued under and all equally and ratably secured by a First Mortgage Indenture dated October 1, 1940, between the Corporation and U.S. Bank National Association, as successor trustee, to which indenture and all indentures supplemental thereto, including Supplemental Indentures dated, respectively, as of July 1, 1947, August 1, 1955, June 1, 1956, December 1, 1956, June 1, 1965, August 1, 1972, May 1, 1976, September 15, 1981, May 18, 1984, November 15, 1986, January 15, 1988, August 15, 1992, October 1, 2002, November 18, 2005, November 18, 2010, September 21, 2012, March 13, 2014, September 11, 2014, June 18, 2015, June 3, 2016, May 15, 2018, September 24, 2018, June 4, 2019, January 9, 2020, March 29, 2022, November 14, 2022 and May 23, 2023 (herein collectively referred to, and as the same may be further amended or supplemented from time to time, as the “Indenture”), reference is hereby made for a description of the property conveyed in trust, mortgaged and pledged, the nature and extent of the security, the rights of the registered owners of the bonds and of the trustee or trustees in respect thereof, the terms and conditions upon which the bonds are, and are to be, secured and the circumstances under which additional bonds may be issued. The bonds may be issued for various principal sums, and may be issued in series, which may mature at different times, may bear interest at different times, may bear interest at different rates and may otherwise vary as in the Indenture provided. This bond is one of a series designated as the “First Mortgage Bonds, Series AAA, due 2053” (herein called “Series AAA Bonds”) of the Corporation, issued under and secured by the Indenture. The Supplemental Indenture dated as of May 23, 2023 relating to the Series AAA Bonds is sometimes herein called the “Series AAA Supplemental Indenture.” Terms used but not defined herein shall have the respective meanings assigned thereto in the Indenture.

As provided in the Indenture, by any indenture or indentures supplemental thereto executed by the Corporation and the trustee and consented to by the holders of not less than two-thirds ($\frac{2}{3}$) in principal amount of the bonds at the time outstanding, and, in case one or more, but less than all, of the series of bonds then outstanding are affected by such supplemental indenture, consented to by the holders of at least two-thirds ($\frac{2}{3}$) in principal amount of the bonds of such series so affected, the Indenture or any indenture supplemental thereto and the rights and obligations of the Corporation and the holders of bonds, may be modified or altered from time to time, as provided in the Indenture; provided, however, (a) that the right of any holder of any bond to receive payment of the principal of and premium, if any, and interest on such bond, on or after the respective due dates expressed in such bond, or to institute suit for the enforcement of any such payment on or after such respective dates, shall not be impaired or affected by any such supplemental indenture without the consent of such holder, and (b) that no such modification or alteration shall reduce the proportions of bondholders’ consents required as aforesaid; such proportions to be determined in each case as provided in the Indenture.

The Series AAA Bonds are entitled to the benefits of the Renewal Fund as provided in the Indenture.

Prior to December 1, 2052 (the “Par Call Date”), the Corporation may redeem the Series AAA Bonds at the Corporation’s option, in whole or in part, at any time and from time to time, at a redemption price (expressed as a percentage of principal amount and rounded to three decimal places) equal to the greater of:

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

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

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

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

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

Notice of any redemption will be mailed at least 30 days, but not more than 60 days, before the redemption date to each registered holder of the Series AAA Bonds to be redeemed. Once notice of redemption is mailed, the Series AAA Bonds called for redemption will become due and payable on the redemption date at the applicable redemption price, plus accrued and unpaid interest to the redemption date. Redemption will not be conditional upon receipt by the trustee of monies sufficient to pay the redemption price.

Unless the Corporation defaults in the payment of the redemption price, on and after the redemption date the Series AAA Bonds or portions thereof called for redemption shall cease to bear interest and shall cease to be entitled to the lien on the indenture. The Corporation will pay each registered holder of the Series AAA Bonds to be redeemed the redemption price and any accrued and unpaid interest once the Series AAA Bonds are surrendered for redemption.

In the event that the Corporation elects to redeem only a portion of the outstanding Series AAA Bonds on any redemption date, (a) the Series AAA Bonds to be redeemed shall be selected as provided in the Indenture and, in the case of Series AAA Bonds represented by a Global Security (as defined in the Series AAA Supplemental Indenture), in accordance with the procedures of The Depository Trust Company (or its successor as depository for the Series AAA Bonds), (b) in the case of any Series AAA Bond being redeemed in part, the principal amount redeemed must be \$1,000 or an integral multiple of \$1,000 and the unredeemed portion of the principal amount of such Series AAA Bond must be an authorized denomination, and (c) the trustee will deliver without charge one or more new Series AAA Bonds in principal amount equal to the unredeemed portion of the principal amount of the Series AAA Bonds surrendered for redemption.

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

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

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

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

In case an event of default, as defined in the Indenture, shall occur, the principal of and interest accrued on all bonds then outstanding under the Indenture may be declared or become due and payable upon the conditions and in the manner and with the effect provided in the Indenture.

This bond is transferable by the registered owner hereof at the office or agency in the City and County of San Francisco, State of California that the Corporation maintains for such purpose (initially the corporate trust office of U.S. Bank National Association, or its successor trustee under the Indenture) and, if Series AAA Bonds are issued in definitive certificated form under the circumstances set forth in clause (b) of Section 1.03 of Article I of the Series AAA Supplemental Indenture, at the office or agency in the Borough of Manhattan, the City and County of New York, State of New York, that the Corporation maintains for such purpose and in such other place or places as the Corporation may designate at any time or from time to time, upon surrender and cancellation of this bond, and thereupon a new fully registered bond or bonds of said series, without coupons, of authorized denomination or denominations, of a like aggregate principal amount, will be issued to the transferee or transferees in exchange for this bond; and at any of said offices or agencies Series AAA Bonds are exchangeable for a like aggregate principal amount of other such bonds of authorized denominations; all in the manner and subject to the conditions as provided in the Indenture.

No recourse shall be had for the payment of the principal of or premium, if any, or the interest on this bond or for any claim based hereon or on the Indenture or any indenture supplemental thereto, against any incorporator, stockholder, director or officer, past, present or future, of the Corporation, or of any predecessor or successor corporation, either directly or through the Corporation, or any such predecessor or successor corporation, 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 waived and released by every registered owner hereof by the acceptance of this bond and as part of the consideration for the issue hereof, and being likewise waived and released by the terms of the Indenture.

In any case where any Interest Payment Date, any redemption date or the maturity date of the Series AAA Bonds is not 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 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 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 maturity date, as the case may be. As used in the immediately preceding sentence, "Place of Payment" means the City and County of San Francisco, State of California and any other place or places where the Corporation may from time to time maintain an office or agency where Series AAA 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 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.

[FORM OF CERTIFICATE OF AUTHENTICATION]

CERTIFICATE OF AUTHENTICATION

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

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Houston	Singapore
London	Tel Aviv
Los Angeles	Tokyo
Madrid	Washington, D.C.

May 23, 2023

Southern California Gas Company
 555 West Fifth Street
 Los Angeles, California 90113

Re: Registration Statement No. 333-270939; Issuance of \$500,000,000 Aggregate Principal Amount of 5.200% First Mortgage Bonds, Series ZZ, due 2033 and \$500,000,000 Aggregate Principal Amount of 5.750% First Mortgage Bonds, Series AAA, due 2053

To the addressee set forth above:

We have acted as special counsel to Southern California Gas Company, a California corporation (the “**Company**”), in connection with the Company’s issuance of \$500,000,000 aggregate principal amount of 5.200% First Mortgage Bonds, Series ZZ, due 2033 (the “**Series ZZ Bonds**”) and \$500,000,000 aggregate principal amount of 5.750% First Mortgage Bonds, Series AAA, due 2053 (the “**Series AAA Bonds**”) and, together with the Series ZZ Bonds, the “**Bonds**”) under an indenture, dated October 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 supplemental indentures, dated as of May 23, 2023 (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 March 29, 2023 (Registration No. 333-270939) (the “**Registration Statement**”), and an underwriting agreement, dated May 17, 2023, 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.



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 Section 9.08 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 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 May 23, 2023 and to the reference to our firm contained in the prospectus for the offering of the Bonds under the heading “Legal Matters.” In giving such consent, we do not thereby admit that we are in the category of persons whose consent is required under Section 7 of the Act or the rules and regulations of the Commission thereunder.

Sincerely,

/s/ Latham & Watkins LLP