

ADDENDUM E

INDEMNITY AND HOLD HARMLESS AGREEMENT

between

PALOMAR POMERADO HEALTH,
a California health care district

and

SAN DIEGO GAS & ELECTRIC COMPANY,
a California corporation,

Dated as of February 8, 2006

This INDEMNITY AGREEMENT dated as of February 8, 2006 (the "Agreement") is entered into by and between Palomar Pomerado Health, a California health care district (the "District"), and San Diego Gas & Electric Company ("SDG&E"). The effective date of this Agreement is set forth in Section 2.16 below.

RECITALS

A. SDG&E has entered a contract to purchase that certain gas-fired combined cycle power plant located in the Escondido Research and Technology Center in Escondido, California (the "Palomar Energy Center").

B. The District intends on developing, permitting, constructing, owning and operating the Palomar Medical Center Project adjacent to the Palomar Energy Center in the Escondido Research and Technology Center in Escondido, California (the "Hospital").

C. SDG&E is concerned about increased litigation exposure and permitting difficulties related to the District's decision to locate the Hospital adjacent to the Palomar Energy Center.

D. In order to alleviate SDG&E's concerns regarding the Hospital, the District has agreed to enter into this Agreement.

NOW, THEREFORE, in consideration of the agreements herein and for other good and sufficient consideration the receipt of which is hereby acknowledged, the parties agree as follows:

1. INDEMNIFICATION AND HOLD HARMLESS

1.1 Indemnity. The District agrees to indemnify, defend and hold harmless each of SDG&E and its affiliates and their officers, directors, shareholders, attorneys, employees, contractors, consultants, agents and assigns (collectively, the "Indemnitees") from and against and reimburse the Indemnitees for any and all claims, obligations, liabilities, losses (including diminution of value, lost profits, and other losses resulting from any shutdown or curtailment of operations), damages, injuries (to person, property, or natural resources), penalties, taxes, actions, suits, judgments, costs and expenses (including all reasonable in-house and outside attorney's fees, consultant's fees, or litigation costs) of whatever kind or nature, whether or not well founded, meritorious or unmeritorious, demanded, asserted or claimed (collectively, "Claims") by any third party (including any governmental authority) against an Indemnitee in any way relating to, or arising out of or in connection with:

1.1.1 any impact that the Palomar Energy Center may have on the health condition of any person as a result of being a patient of the Hospital;

1.1.2 any impact that the Palomar Energy Center may have on any helicopter services to or from the Hospital, including without limitation any Claims by any company providing such services, or its affiliates and their officers, directors, shareholders, employees, contractors, consultants, agents, passengers, customers, and servants.

1.2 Hold Harmless; Release. The District hereby agrees to fully and forever hold harmless, release, waive, discharge, and covenant not to sue the Indemnitees from any and all past, present and future Claims, known or unknown, that the District may now have, may have or ever had against the Indemnitees in any way relating to, or arising out of or in connection with the presence/location of the Palomar Energy Center adjacent to the Hospital.

The District voluntarily waives and relinquishes all rights and benefits under Section 1542 of the California Civil Code if in any way applicable to this release and the provisions of any other applicable laws restricting the release of claims which such person does not know or suspect to exist at the time of this Agreement, which, if known, could have materially affected such party's decision to agree to execute and deliver this Agreement. Section 1542 of the California Civil Code provides as follows:

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

The District's Initials:

MJK 2/08/06 4:45 PM

1.3 General. Payment by an Indemnitee of amounts for which such Indemnitee is indemnified hereunder shall not be a condition precedent to recovery.

1.4 Exclusions. The foregoing indemnities and releases shall not apply (i) with respect to an Indemnitee, to the extent arising as a result of the gross negligence or willful misconduct of such Indemnitee, but shall continue to apply to other Indemnitees, and (ii) to the extent the District has established by a final judicial decision that the Palomar Energy Center was not operating in material compliance with its governmental permits and that such material non-compliance proximately caused or contributed to the Claim. With respect to the foregoing clauses (i) and (ii), the District shall have the burden of proof in any proceeding.

1.5 Cooperation. The applicable Indemnitee shall cooperate in all reasonable respects with the District and such attorneys in the investigation, trial and defense of such lawsuit or action and any appeal arising therefrom; provided, however, that the Indemnitee may, at its own cost, participate in the investigation, trial and defense of such lawsuit or action and any appeal arising therefrom. The parties shall cooperate with each other in any notifications to insurers.

1.6 Procedure. If a demand for indemnification (a "Demand") is to be made by an Indemnitee against the District, the Indemnitee shall give written notice (a "Demand Notice") to the District as soon as practicable after the Indemnitee becomes aware of any fact, condition or event which may give rise to a Claim for which indemnification may be sought under this Agreement. If any enforcement action, lawsuit or other proceeding is filed against any party entitled to the benefit of indemnity hereunder, written notice thereof shall be given to the District as promptly as practicable. The failure of any Indemnitee to give timely notice hereunder shall not affect rights to indemnification hereunder, except to the extent that the District demonstrates

actual damage caused by such failure. After such notice, if the District shall acknowledge in writing to the Indemnatee that the District shall be obligated under the terms of its indemnity hereunder in connection with such action, suit or proceeding, then the District shall be entitled, if it so elects at its own cost, risk and expense,

(a) to take control of the defense and investigation of such action, suit or proceeding, and to employ and engage attorneys of its own choice to handle and defend the same unless, in the reasonable opinion of such Indemnatee and its counsel, such action, suit or proceeding involves the potential imposition of criminal liability upon such Indemnatee or a conflict of interest (i.e. different legal defenses) between such Indemnatee and the District or between such Indemnatee and another Indemnatee (unless such conflict of interest is waived in writing by the affected Indemnitees), and in such event (other than with respect to disputes between such Indemnatee and another Indemnatee) the Indemnatee shall be entitled, at the District's cost, risk and expense, to separate counsel of its own choosing, and

(b) to compromise or settle such claim, which compromise or settlement shall be made only with the written consent of the Indemnatee, such consent not to be unreasonably withheld; provided, however, that if any such settlement is reasonably likely to have a material adverse effect on the applicable Indemnatee or the Palomar Energy Center or impose criminal liability on the applicable Indemnatee, then, notwithstanding the foregoing, such Indemnatee shall be entitled to withhold its consent to such settlement and take control of the defense and investigation of such claim, demand, action or proceeding, to employ and engage attorneys of its own choice to handle and defend the same and to compromise or settle such claim, demand, action or proceeding, all at the District's cost, risk and expense; provided, further, that notwithstanding the District's rights hereunder to control certain actions, suits or proceedings, if any Indemnatee reasonably determines that failure to compromise or settle any Claim made against such Indemnatee is reasonably likely to have an imminent and material adverse effect on such Indemnatee or the Palomar Energy Center, such Indemnatee shall be entitled to compromise or settle such Claim at the District's cost, risk and expense. Notwithstanding the above, if the Indemnatee takes control of a defense, investigation, compromise or settlement pursuant to this Section 1.6(b) and decides to compromise or settle such claim, the Indemnatee shall provide written notice of the compromise or settlement to the District and the District shall only be responsible for the cost to compromise or settle the claim, demand, action or proceeding if the District has consented to the compromise or settlement in writing, such consent not to be unreasonably withheld as more thoroughly explained below. The District shall be deemed to have approved such proposed compromise or settlement unless, within 30 days after the date the District receives such notice of intended compromise or settlement, the District provides such Indemnatee with (i) a written legal analysis from counsel reasonably acceptable to such Indemnatee reasonably concluding that, based on the magnitude of the Claim, the legal basis for such Claim, and/or

the cost of defending such Claim, the amount of such proposed settlement or compromise is not within a reasonable range of settlements or compromises for such Claim, and indicating, based on such factors, such counsel's view as to the appropriate amount of a reasonable settlement or compromise for such Claim (the "Settlement Amount"). If the Indemnitee receives such legal analysis required by this Section 1.6(b) within such 30-day period, the Indemnitee may elect to settle or compromise such Claim and the District shall be responsible for the payment of all amounts of such compromise or settlement up to 125% of the Settlement Amount, such Indemnitee shall be responsible for payment of all amounts of such compromise or settlement in excess of such 125% limit and such compromise or settlement shall be binding upon the District. If the District does not provide such legal analysis within such period, or if such legal analysis is not reasonable, in the reasonable determination of such Indemnitee, or the District otherwise consents to compromise or settlement in writing, such Indemnitee may settle or compromise such Claim and shall be fully indemnified by the District therefor.

If the District fails to assume the defense of such claim within fifteen (15) calendar days after receipt of the Demand Notice, the Indemnitee against which such claim has been asserted will (upon delivering notice to such effect to the District) have the right to undertake, at the District's cost and expense, the defense, compromise or settlement of such claim on behalf of and for the account and risk of the District. In the event the Indemnitee assumes the defense of the claim, the Indemnitee will keep the District reasonably informed of the progress of any such defense, compromise or settlement. The District shall be liable for any settlement of any action effected pursuant to and in accordance with this Agreement and for any final judgment (subject to any right of appeal), and the District agrees to indemnify and hold harmless an Indemnitee from and against any damages by reason of such settlement or judgment.

1.7 Reporting. The District shall report to such Indemnitee on the status of such action, suit or proceeding as material developments shall occur and from time to time as requested by such Indemnitee (but no less frequently than every 60 days). The District shall deliver to such Indemnitee a copy of each document filed or served on any party in such action, suit or proceeding, and each material document which the District possesses relating to such action, suit or proceeding.

1.8 Payments. Any amounts payable by the District pursuant to this Agreement shall be regularly payable within 30 days after the District receives an invoice for such amounts from any applicable Indemnitee, and if not paid within such 30-day period shall bear interest at an annual interest rate equal to the lesser of (i) the Federal Funds Rate plus 2% or (ii) the highest rate allowed by law.

2. NON-OPPOSITION

2.1 Non-Opposition of Hospital. In consideration of the District's indemnities and releases above and its covenants in Section 2.2 below, SDG&E agrees that it will no longer oppose, contest or challenge the District's Addendum to the Escondido Research and Technology Specific Plan Environmental Impact Report, Specific Plan Amendment, proposed Development

Agreement between the District and the City of Escondido, proposed Memorandum of Understanding between the District and the City of Escondido or any other licenses, permits, approvals or authorizations required from governmental authorities to the extent such documents, approvals and authorizations are required to construct or operate the hospital/medical campus described on pages 7 and 8 of the District's Addendum to the Escondido Research and Technology Specific Plan Environmental Impact Report.

2.2 Non-Opposition of Palomar Energy Center. In consideration of SDG&E's covenants in Section 2.1 above, the District agrees that it will not oppose, contest or challenge any licenses, permits, franchises, approvals, authorizations, consents or orders of, or filings with, any governmental authority, whether federal, state or local, or any other person, necessary or desirable for the past, present or future maintenance, testing, startup, shutdown, expansion or other operation of the Palomar Energy Center.

3. INSURANCE

3.1 General Requirements. Insurance requirements are set forth as follows, but shall not in any way limit the amount or scope of liability of the District under this Agreement. This Section 3 constitutes the minimum insurance and requirements relating thereto.

3.2 Effectiveness/Certificates/Notice of Cancellation. The District shall not obtain any Certificate of Occupancy or allow any helicopter services related to the Hospital until the District has obtained all insurance required by this Agreement and has provided acceptable certificates of insurance. Thereafter, annually during its term, the District shall provide SDG&E with original, current certificates of insurance, and renewal certificates of insurance thereafter, executed by a duly authorized representative of each insurer, or by the insurance agent or broker authorized to do so, as evidence of all insurance policies required under this Agreement. No insurance policy may be canceled, materially revised, or subject to non-renewal without at least thirty (30) calendar days prior written notice being given to SDG&E, ten (10) days for non-payment of premium. The District shall provide SDG&E with renewal certificates of insurance or binders within five (5) business days prior to or after such expiration. Insurance shall be maintained without lapse in coverage during the term of this Agreement. SDG&E shall be given certified copies of the District's policies of insurance, upon request.

3.3 Additional Insured. SDG&E, and all the other Indemnitees shall be named as an additional insured for all policies listed below and the Commercial General Liability insurance shall provide a severability of interest or cross-liability clause.

3.4 As Contribution from SDG&E. The required policies and any of the District's policies providing coverage in excess of the required policies shall provide that the coverage is primary for all purposes and the District shall not seek any contribution from any insurance or self-insurance maintained by SDG&E.

3.5 Rating. All required policies of insurance shall be written by companies having an A.M. Best rating of "A -, VII" or better, or equivalent.

3.6 Deductible. The District shall be solely responsible for any deductible or self-insured retention on insurance required hereunder this Agreement.

3.7 Types of Insurance Required. At all times during the term of this Agreement and while performing any activity related to the Hospital, the District shall purchase, provide and maintain, at the District's sole cost and expense, the following types of insurance:

3.7.1 Commercial General Liability Insurance. The District shall carry and maintain a "claims made", with the maximum extended reporting period offered by the insurer, or an "occurrence" form commercial general liability insurance policy or policies, insuring against liability arising from bodily injury, death, property damage, personal and advertising injury, products/completed operations liability, contractual liability (including coverage for contractual indemnification) covering all operations of the District for activities related to the Hospital. There shall be no explosion, collapse or underground exclusion. Such coverage shall be in an amount of not less than \$1,000,000.00 per occurrence. If the policy maintains a policy aggregate, such aggregate shall not be less than twice the per occurrence limit.

3.7.2 Excess or Umbrella Liability Insurance. The District shall carry and maintain excess or umbrella liability insurance in addition to the required Commercial General Liability insurance, such that the combined limit of the primary and umbrella coverage is \$30,000,000.00 per occurrence or accident. The Excess or Umbrella Liability insurance policy or policies shall provide coverage following the form of and as broad as that of the underlying primary policies.

3.8 Waiver of Subrogation. Each policy of insurance maintained by the District under section 3.7, shall contain a waiver of subrogation in favor of SDG&E.

3.9 Compliance with Policies. The District shall not violate nor knowingly permit to be violated any condition of the policies required under this Agreement.

Notwithstanding the above, to the extent that the aforementioned types of insurance are not commercially available, the District and SDG&E shall cooperate to mutually agree on substitute equivalent types of insurance.

4. REPRESENTATIONS AND WARRANTIES

4.1 The District's Representations. The District represents and warrants that:

4.1.1 Organization. It is a California health care district duly organized, validly existing and in good standing under the laws of the State of California, and is qualified to do business in all jurisdictions in which the nature of the business conducted by it makes such qualification necessary and where failure to so qualify would have a material adverse effect on its ability to perform this Agreement.

4.1.2 Authority. It has all necessary power and authority to execute, deliver and perform its obligations under this Agreement; the execution, delivery and performance by the

District of this Agreement have been duly authorized by all necessary action on its part; and, this Agreement has been duly and validly executed and delivered by the District and constitutes the legal, valid and binding obligation of the District enforceable in accordance with its terms, except as the enforceability thereof may be limited by bankruptcy, insolvency, reorganization or moratorium or other similar laws relating to the enforcement of creditors' rights generally and by general equitable principles.

4.1.3 No Breach. None of the execution and delivery of this Agreement, the performance of the obligations herein contemplated, or compliance with the terms and provisions hereof, conflict with or result in a breach of, or require any consent under, the governing documents of the District, or any applicable laws or regulation, order, writ, injunction or decree of any court, or any agreement or instrument to which the District is a party or by which it is bound or to which it is subject, or constitute a default under any such agreement or instrument.

4.1.4 No Violation of Law; Litigation. It is not in violation of any applicable laws, or judgment entered by any governmental authority which violations, individually or in the aggregate, would materially and adversely affect its performance of any obligations under this Agreement. There are no legal or arbitration proceedings or any proceeding by or before any governmental authority, now pending or (to the best knowledge of the District) threatened against the District which, if adversely determined, could reasonably be expected to have a material adverse effect on the ability of the District to perform under this Agreement.

4.1.5 No Assignment of Claims. The District has not heretofore assigned, transferred or pledged, or purported to assign, transfer or pledge, to any person, any Claim released by the District hereunder or any portion thereof or interest therein, and the District agrees to indemnify, defend and hold harmless the Indemnitees from and against any and all Claims based on or arising out of any such assignment, transfer or pledge or purported assignment, transfer or pledge.

4.2 SDG&E's Representations. SDG&E represents and warrants that:

4.2.1 Organization. It is a corporation duly organized, validly existing and in good standing under the laws of the State of California, and is qualified to do business in all jurisdictions in which the nature of the business conducted by it makes such qualification necessary and where failure to so qualify would have a material adverse effect on its ability to perform this Agreement.

4.2.2 Authority. It has all necessary power and authority to execute, deliver and perform its obligations under this Agreement; the execution, delivery and performance by SDG&E of this Agreement have been duly authorized by all necessary action on its part; and, this Agreement has been duly and validly executed and delivered by SDG&E and constitutes the legal, valid and binding obligation of SDG&E enforceable in accordance with its terms, except as the enforceability thereof may be limited by bankruptcy, insolvency, reorganization or moratorium or other similar laws relating to the enforcement of creditors' rights generally and by general equitable principles.

4.2.3 No Breach. None of the execution and delivery of this Agreement, the consummation of the transactions herein contemplated, or compliance with the terms and provisions hereof, conflict with or result in a breach of, or require any consent under, the governing documents of SDG&E, or any applicable laws or regulation, order, writ, injunction or decree of any court, or any agreement or instrument to which SDG&E is a party or by which it is bound or to which it is subject, or constitute a default under any such agreement or instrument.

4.2.4 No Violation of Law; Litigation. It is not in violation of any applicable laws, or judgment entered by any governmental authority which violations, individually or in the aggregate, would materially and adversely affect its performance of any obligations under this Agreement. There are no legal or arbitration proceedings or any proceeding by or before any governmental authority, now pending or (to the best knowledge of SDG&E) threatened against SDG&E which, if adversely determined, could reasonably be expected to have a material adverse effect on the ability of SDG&E to perform under this Agreement.

4.2.5 No Assignment of Tolling Agreement. SDG&E has not heretofore assigned, transferred or pledged, or purported to assign, transfer or pledge, to any person, its rights under that certain Second Amended and Restated Tolling Agreement entered into as of January 5, 2006, and SDG&E agrees to indemnify, defend and hold harmless the District from and against any and all claims based on or arising out of any such assignment, transfer or pledge or purported assignment, transfer or pledge.

5. MISCELLANEOUS

5.1 Term. This Agreement shall remain in full force and effect from the date hereof until the earlier to occur of (i) the permanent decommissioning and dismantling of the Palomar Energy Center and (ii) the permanent termination of all patient and helicopter services and permanent decommissioning and dismantling of all helicopter infrastructure at the Escondido Research and Technology Center ("Term"); provided, however, that such termination shall have no effect on any obligations hereunder to the extent such obligations arise out of acts, omissions or other circumstances occurring during the Term of the Agreement.

5.2 Notice. All notices and other communications required or permitted by this Agreement or by law to be served upon or given to a party by any the other party shall be in writing signed by the party giving such notice and shall be deemed duly served, given and received (i) on the date of service, if served personally or sent by facsimile transmission (with appropriate confirmation of receipt) to the party to whom notice is to be given, (ii) on the fourth (4th) day after mailing, if mailed by first class registered or certified mail, return receipt requested, postage prepaid, or (iii) on the next day if sent by a nationally recognized courier for next day service and so addressed and if there is evidence of acceptance by receipt, in each case addressed as follows:

If to the District:

Palomar Pomerado Health
15255 Innovation Drive
San Diego, CA 92128
Attention: President/CEO
Facsimile: (760) 781-5333

with a copy to:

Latham & Watkins
600 W. Broadway, Suite 1800
San Diego, CA 92101-3375
Attention: Allen Haynie, Esq.
Facsimile: (619) 696-7419

If to SDG&E:

San Diego Gas & Electric
8330 Century Park Ct.
San Diego, CA 92123-1530
Attention: James P. Avery
Facsimile: (858) 650-6106

with a copy to:

Sempra Energy
101 Ash Street
San Diego, CA 92101
Attention: Lisa P. Gomez, Esq.
Facsimile: (619) 699-5189

The parties, by like notice in writing, may designate, from time to time, another address or office to which notices shall be delivered pursuant to this Agreement.

5.3 Third Party Beneficiary. This Agreement is intended to be solely for the benefit of the District and SDG&E and their respective successors and permitted assigns, and is not intended to and shall not confer any rights or benefits on any other third party other than the Indemnitees. The Indemnitees are intended to be third party beneficiaries of this Agreement.

5.4 Assignment of Agreement. Neither this Agreement nor any of the rights or obligations hereunder may be assigned by any party without the prior written consent of the other party (which consent shall not be unreasonably withheld), except that SDG&E may, without such consent, assign any or all such rights to any lender as collateral security and assign all such rights and obligations to a successor in interest to SDG&E in the Palomar Energy Center. Subject to

the foregoing, this Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors and permitted assigns.

5.5 Delay and Waiver. No delay or omission to exercise any right, power or remedy accruing upon any breach or default of either SDG&E or the District under this Agreement shall impair any such right, power or remedy of the other party, nor shall it be construed to be a waiver of any such breach or default, or an acquiescence therein, or of or in any similar breach or default thereafter occurring, nor shall any waiver of any breach or default be deemed a waiver of any other breach or default theretofore or thereafter occurring. Any waiver, permit, consent or approval of any kind or character on the part of either party of any breach or default under this Agreement, or any waiver on the part of either party of any provision or condition of this Agreement, must be in writing and shall be effective only to the extent specifically set forth in such writing.

5.6 Cumulative Remedies. All rights and remedies of each party hereto are cumulative of each other and of every other right or remedy such party may otherwise have at law or in equity, and the exercise of one or more rights or remedies shall not prejudice or impair the concurrent or subsequent exercise of other rights or remedies.

5.7 Governing Law. This Agreement shall be governed by, construed, interpreted and the rights of the parties shall be determined in accordance with the laws of the State of California without regard for and despite any principles of conflicts of law that would direct or permit the application of the law of any other jurisdiction.

5.8 Entire Agreement; Amendments. This Agreement and any agreement, document or instrument attached hereto or referred to herein integrate all the terms and conditions mentioned herein or incidental hereto and supersede all oral negotiations and prior writings in respect to the subject matter hereof. In the event of any conflict between the terms, conditions and provisions of this Agreement and any such agreement, document or instrument, the terms, conditions and provisions of this Agreement shall prevail as against such other agreement, document or instrument. This Agreement may only be amended or modified by an instrument in writing signed by each of SDG&E and the District.

5.9 Attorney's Fees. If any party to this Agreement brings a court action to enforce its rights under this Agreement, the prevailing party shall be entitled to recover its costs and expenses, including, without limitation, reasonable attorney's fees, incurred in connection with such action, including any appeal of such action.

5.10 Severability. Any provision of this Agreement that shall be prohibited or unenforceable shall be ineffective to the extent of such prohibition or unenforceability. However, the prohibition or unenforceability of any such provision(s) of this Agreement shall not invalidate the remaining provisions thereof. In the event any such provision of this Agreement is so held invalid, the parties shall promptly renegotiate in good faith new provisions to restore this Agreement as near as possible to its original intent and effect, and to the extent new provisions do not restore the original intent and effect, each party shall further use its best efforts to seek a

legislative remedy. To the extent permitted by applicable law, the parties hereby waive any provision of law that renders any provision hereof prohibited or unenforceable in any respect.

5.11 Further Assurances. SDG&E and the District agree to cooperate in all reasonable respects necessary to implement the matters contemplated by this Agreement. SDG&E and the District shall execute and deliver any instruments and documents and take such other actions as may be necessary or reasonably requested by the other party in order to give full effect to this Agreement and to carry out the intent of this Agreement. In connection therewith, each of the parties agrees that it shall not contest the validity or enforceability of any provision of this Agreement in any legal action or proceeding.

5.12 Counterparts. This Agreement may be signed in multiple originals and/or using counterpart signature pages. All such multiple originals shall constitute but one and the same document.

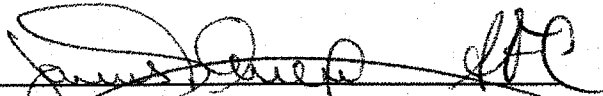
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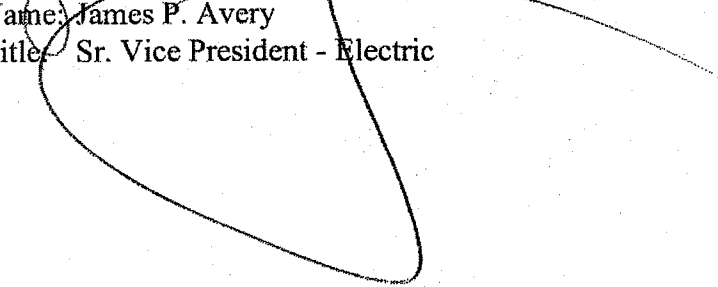
IN WITNESS WHEREOF, the parties hereto have by their respective duly authorized officers caused this Indemnity Agreement to be executed as of the day and year first above written.

PALOMAR POMERADO HEALTH,
a California health care district

By: _____
Name: _____
Title: _____

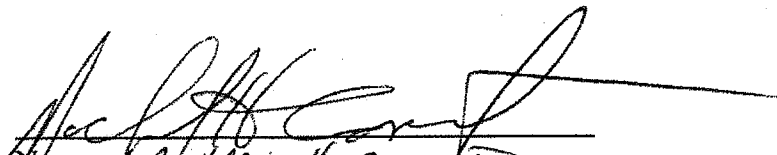
SAN DIEGO GAS & ELECTRIC COMPANY,
a California corporation

By:  _____
Name: James P. Avery
Title: Sr. Vice President - Electric



IN WITNESS WHEREOF, the parties hereto have by their respective duly authorized officers caused this Indemnity Agreement to be executed as of the day and year first above written.

PALOMAR POMERADO HEALTH,
a California health care district

By: 
Name: Michael H. Conner
Title: President & CEO 2/08/06 4:45

SAN DIEGO GAS & ELECTRIC COMPANY,
a California corporation

By: _____
Name: James P. Avery
Title: Sr. Vice President - Electric