FORM 8-K

Current report filing

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FILER

SOUTHERN CALIFORNIA EDISON Co
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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): June 9, 2021

Commission File Number	Exact Name of Registrant as specified in its charter	State or Other Jurisdiction of Incorporation or Organization	IRS Employer Identification Number
1-2313	SOUTHERN CALIFORNIA EDISON COMPANY	**California**	95-1240335

2244 Walnut Grove Avenue
(P.O. Box 800)
Rosemead, California 91770
(Address of principal executive offices)
(626) 302-1212

(Registrant's telephone number, including area code)

Check the appropriate box below if the Form 8-K filing is intended to simultaneously satisfy the filing obligation of the registrant 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: None

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

Emerging growth 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.

☐

Item 8.01 Other Events

On June 9, 2021, Southern California Edison Company (SCE) agreed to sell $475,000,000 principal amount of its Floating Rate First and Refunding Mortgage Bonds, Series 2021F, Due 2022; $450,000,000 principal amount of its 2.50% First and Refunding Mortgage Bonds, Series 2021G, Due 2031 and $450,000,000 principal amount of its 3.65% First and Refunding Mortgage Bonds, Series 2021H, Due 2051. For further information concerning the bonds, refer to the exhibits attached to this report.

Item 9.01 Financial Statements and Exhibits

(d) **Exhibits**

See the Exhibit Index below.

EXHIBIT INDEX

Exhibit No.	Description
1.1	Underwriting Agreement dated as of June 9, 2021
4.1	One Hundred Forty-Seventh Supplemental Indenture dated as of June 10, 2021
4.2	Certificate as to Actions Taken by Officer of Southern California Edison Company, dated as of June 9, 2021
5.1	Opinion of Counsel
104	Cover Page Interactive Data File (embedded within the Inline XBRL document)

SIGNATURES

Pursuant to the requirements of the Securities Exchange Act of 1934, the registrant has duly caused this report to be signed on its behalf by the undersigned hereunto duly authorized.

SOUTHERN CALIFORNIA EDISON COMPANY
(Registrant)

/s/ Aaron D. Moss
Aaron D. Moss
Vice President and Controller

Date: June 14, 2021

Exhibit 1.1

Southern California Edison Company

$475,000,000 Floating Rate First and Refunding Mortgage Bonds, Series 2021F, Due 2022

$450,000,000 2.50% First and Refunding Mortgage Bonds, Series 2021G, Due 2031

$450,000,000 3.65% First and Refunding Mortgage Bonds, Series 2021H, Due 2051

Underwriting Agreement

New York, New York

June 9, 2021

Citigroup Global Markets Inc.
388 Greenwich Street
New York, New York 10013

Credit Suisse Securities (USA) LLC
11 Madison Avenue
New York, New York 10010-3629

Morgan Stanley & Co. LLC
1585 Broadway
New York, New York 10036

as Representatives of the several Underwriters

Ladies and Gentlemen:

Southern California Edison Company, a corporation organized under the laws of the State of California (the "Company"), proposes to sell to the several underwriters named in Schedule I hereto (the "Underwriters"), for whom you (the "Representatives") are acting as representatives, $475,000,000 aggregate principal amount of its Floating Rate First and Refunding Mortgage Bonds, Series 2021F, Due 2022 (the "2021F Bonds"), $450,000,000 aggregate principal amount of its 2.50% First and Refunding Mortgage Bonds, Series 2021G, Due 2031 (the "2021G Bonds") and $450,000,000 aggregate principal amount of its 3.65% First and Refunding Mortgage Bonds, Series 2021H, Due 2051 (the "2021H Bonds," and together with the

2021F Bonds and the 2021G Bonds, the "Securities"). The Securities shall be issued under the One Hundred Forty-Seventh Supplemental Indenture to be dated as of June 10, 2021 (the "Supplemental Indenture") to a Trust Indenture dated as of October 1, 1923 (the "Trust

Indenture" and, as supplemented by the Supplemental Indenture, the "Indenture") between the Company and The Bank of New York Mellon Trust Company, N.A., as successor to Harris Trust and Savings Bank, and D.G. Donovan, as successor trustee to Pacific-Southwest Trust & Savings Bank, as trustees (the "Trustees"). To the extent there are no additional Underwriters listed on Schedule I other than you, the term Representatives as used herein shall mean you, as Underwriters, and the terms Representatives and Underwriters shall mean either the singular or plural as the context requires. Any reference herein to the Registration Statement, the Base Prospectus, any Preliminary Prospectus Supplement or the Final Prospectus Supplement shall be deemed to refer to and include the documents incorporated by reference therein pursuant to Item 12 of Form S-3 which were filed under the Exchange Act on or before the Effective Date of the Registration Statement or the issue date of the Base Prospectus, any Preliminary Prospectus Supplement or the Final Prospectus Supplement, as the case may be; and any reference herein to the terms "amend," "amendment" or "supplement" with respect to the Registration Statement, the Base Prospectus, any Preliminary Prospectus Supplement or the Final Prospectus Supplement shall be deemed to refer to and include the filing of any document under the Exchange Act after the Effective Date of the Registration Statement or the issue date of the Base Prospectus, any Preliminary Prospectus Supplement or the Final Prospectus Supplement, as the case may be, deemed to be incorporated therein by reference. Certain terms used herein are defined in Section 21 hereof.

1. Representations and Warranties. The Company represents and warrants to, and agrees with, each Underwriter as set forth below in this Section 1.

(a) The Company meets the requirements for use of Form S-3 under the Act and has prepared and filed with the Commission an automatic shelf registration statement, as defined in Rule 405, on Form S-3 (file number 333-226383), including a related Base Prospectus, for registration under the Act of the offering and sale of the Securities. The Company may have filed one or more amendments thereto, including a Preliminary Prospectus Supplement, each of which has previously been furnished to you and has become effective upon filing. The Company will next file with the Commission a Final Prospectus Supplement relating to the Securities in accordance with Rule 424(b). The Registration Statement, at the Execution Time, is effective and meets the requirements set forth in Rule 415(a)(1)(x).

(b) On each Effective Date, the Registration Statement did, and when the Final Prospectus Supplement is first filed in accordance with Rule 424(b) and on the Closing Date (as defined herein), the Final Prospectus Supplement (and any amendment or supplement thereto) will, comply in all material respects with the applicable requirements of the Act, the Exchange Act and the Trust Indenture Act and the respective rules thereunder; on each Effective Date and at the Execution Time, the Registration Statement did not and will not contain any untrue statement of a material fact or omit to state any material fact required to be stated therein or necessary in order to make the statements therein not misleading; on each Effective Date and on the Closing Date, the Indenture did or will comply in all material respects with the applicable requirements of the Trust Indenture Act and the rules thereunder; and

on the date thereof and on the Closing Date, the Final Prospectus Supplement (together with any amendment or supplement thereto) will not include any untrue statement of a material fact or omit to

state a material fact necessary in order to make the statements therein, in the light of the circumstances under which they were made, not misleading; provided, however, that the Company makes no representations or warranties as to (i) that part of the Registration Statement which shall constitute the Statement of Eligibility and Qualification (Form T-1) under the Trust Indenture Act of the Trustees or (ii) the information contained in or omitted from the Registration Statement or the Final Prospectus Supplement (or any amendment or supplement thereto) in reliance upon and in conformity with information furnished in writing to the Company by or on behalf of any Underwriter through the Representatives specifically for inclusion in the Registration Statement or the Final Prospectus Supplement (or any amendment or supplement thereto), it being understood and agreed that the only such information furnished by or on behalf of any Underwriter consists of the information described as such in Section 8(b) hereof.

(c) As of the Initial Sale Time, the Disclosure Package, when taken together as a whole, does not contain any untrue statement of a material fact or omit to state any material fact necessary in order to make the statements therein, in the light of the circumstances under which they were made, not misleading. The preceding sentence does not apply to statements in or omissions from the Disclosure Package based upon and in conformity with written information furnished to the Company by any Underwriter through the Representatives specifically for use therein, it being understood and agreed that the only such information furnished by or on behalf of any Underwriter consists of the information described as such in Section 8(b) hereof.

(d) (i) At the time of filing the Registration Statement, (ii) at the time of the most recent amendment thereto for the purposes of complying with Section 10(a)(3) of the Act (whether such amendment was by post-effective amendment, incorporated report filed pursuant to Sections 13 or 15(d) of the Exchange Act or form of prospectus), (iii) at the time the Company or any person acting on its behalf (within the meaning, for this clause only, of Rule 163(c)) made any offer relating to the Securities in reliance on the exemption in Rule 163, and (iv) at the Execution Time (with such date being used as the determination date for purposes of this clause (iv)), the Company was or is, as the case may be, a "well-known seasoned issuer" (as defined in Rule 405). The Company agrees to pay the fees required by the Commission relating to the Securities within the time required by Rule 456(b)(1) without regard to the proviso therein and otherwise in accordance with Rules 456(b) and 457(r).

(e) (i) At the earliest time after the filing of the Registration Statement that the Company or another offering participant made a *bona fide* offer (within the meaning of Rule 164(h)(2)) of the Securities and (ii) as of the Execution Time (with such date being used as the determination date for purposes of this clause (ii)), the Company was not and is not an Ineligible Issuer (as defined in Rule 405), without taking account of any determination by the Commission pursuant to Rule 405 that it is not necessary that the Company be considered an Ineligible Issuer.

(f) Neither any Issuer Free Writing Prospectus nor any Final Term Sheet (as defined herein) includes any information that conflicts with the information contained in the Registration Statement, including any document incorporated by reference therein

and any prospectus supplement deemed to be a part thereof that has not been superseded or modified. The foregoing sentence does not apply to statements in or omissions from the Disclosure Package based upon and in conformity with written information furnished to the Company by any Underwriter through the Representatives specifically for use therein, it being understood and agreed that the only such information furnished by or on behalf of any Underwriter consists of the information described as such in Section 8(b) hereof.

(g) The Company is not and, after giving effect to the offering and sale of the Securities and the application of the proceeds thereof as described in the Preliminary Prospectus Supplement and the Final Prospectus Supplement, will not be an "investment company" as defined in the Investment Company Act of 1940, as amended.

(h) The Company has been duly incorporated and is validly existing as a corporation in good standing under the laws of the State of California with full corporate power and authority to own or lease, as the case may be, and to operate its properties and conduct its business as described in the Registration Statement, the Preliminary Prospectus Supplement and the Final Prospectus Supplement, and is duly qualified to do business as a foreign corporation and is in good standing under the laws of each jurisdiction that requires such qualification.

(i) There is no franchise, contract or other document of a character required to be described in the Registration Statement, the Preliminary Prospectus Supplement or the Final Prospectus Supplement, or to be filed as an exhibit thereto, which is not described or filed as required; and the statements in the Preliminary Prospectus Supplement and the Final Prospectus Supplement under the heading "Summary—Southern California Edison Company" and the statements incorporated by reference in the Preliminary Prospectus Supplement and the Final Prospectus Supplement from the sections entitled "Business—Southern California Edison Company—Regulation" and "—Environmental Considerations" in the Company's Annual Report on Form 10-K for the fiscal year ended December 31, 2020 (the "Form 10-K"), as supplemented by information contained in the Company's subsequent Quarterly Reports on Form 10-Q and Current Reports on Form 8-K, which is incorporated by reference in the Preliminary Prospectus Supplement and the Final Prospectus Supplement, fairly summarize the matters therein described in all material respects.

(j) This Agreement has been duly authorized, executed and delivered by the Company.

(k) The Securities and the Indenture conform in all material respects to the description thereof contained in the Registration Statement, the Preliminary Prospectus Supplement and the Final Prospectus Supplement; each of the Trust Indenture and the Supplemental Indenture has been duly authorized by the Company and, assuming due authorization, execution and delivery thereof by the Trustees, the Trust Indenture constitutes and, as supplemented by the Supplemental Indenture when executed and delivered by the Company,

will constitute a legal, valid and binding instrument enforceable against the Company in accordance with its terms (subject, as to enforcement

of remedies, to (A) applicable bankruptcy, fraudulent conveyance, fraudulent transfer, reorganization, insolvency, moratorium, equitable subordination or other laws affecting creditors' rights generally from time to time in effect and to general principles of equity, (B) the terms of the franchises, licenses, easements, leases, permits, contracts and other instruments under which the mortgaged property is held or operated, (C) as to its enforceability in respect of the Company's interest in nuclear energy facilities, the provisions of the Atomic Energy Act of 1954 and regulations thereunder, and (D) such other liens, prior rights and encumbrances none of which, with immaterial exceptions, affects from a legal standpoint the security for the Securities, the ability of the Trustees to foreclose on the property subject to the liens created by the Indenture or the Company's right to use such properties in its business); the Securities have been duly and validly authorized, and, when issued and delivered to and paid for by the Underwriters pursuant to this Agreement, will be legal, valid and binding obligations of the Company entitled to the benefits provided by the Indenture, subject to the exceptions set forth above in clauses (A) through (D) of this Section 1(k).

(l) No consent, approval, authorization, filing with or order of any court or governmental agency or body is required in connection with the transactions contemplated herein, except such as have been obtained (i) under the Act and (ii) from the California Public Utilities Commission, and such as may be required under the blue sky laws of any jurisdiction in connection with the purchase and distribution of the Securities by the Underwriters in the manner contemplated herein and in the Registration Statement, the Preliminary Prospectus Supplement and the Final Prospectus Supplement.

(m) All such filings, recordings, indexings and postings to geographical indexes have been made in (x) county real estate records or offices of county recorders and (y) Federal and State offices, bureaus and agencies as are necessary under applicable law to perfect, preserve and protect the lien created by the Indenture or ensure that such filings, recordations, postings and indexings are fully effective to give constructive notice, constructive knowledge or implied notice, as applicable, of such lien and the property subject thereto to all purchasers, mortgagees and encumbrancers of such property (other than after-acquired property) who become such subsequent to the date of such recording, filing, posting or indexing.

(n) The Indenture will constitute a legally valid first lien or charge, to the extent that it purports to be such, on substantially all of the property now owned by the Company to the extent and subject to the exceptions, defects, qualifications and other matters set forth or referred to in the Registration Statement, the Preliminary Prospectus Supplement and the Final Prospectus Supplement or in Section 1(k) of this Agreement, and to such other matters that do not materially affect the security for the Securities.

(o) Neither the issue and sale of the Securities nor the consummation of any other of the transactions herein contemplated nor the fulfillment of the terms hereof will conflict with, result in a breach or violation of, or imposition of any lien, charge or encumbrance upon any property or assets of the Company

pursuant to (i) the articles of incorporation, by-laws or other organizational documents of the Company, (ii) the terms of any indenture (other than, solely with respect to the imposition of liens, charges and

encumbrances upon property or assets of the Company, the lien created by the Indenture in favor of the Securities), contract, lease, mortgage, deed of trust, note agreement, loan agreement or other agreement, obligation, condition, covenant or instrument to which the Company is a party or bound or to which its property is subject, or (iii) any statute, law, rule, regulation, judgment, order or decree applicable to the Company of any court, regulatory body, administrative agency, governmental body, arbitrator or other authority having jurisdiction over the Company or any of its properties.

(p) The consolidated historical financial statements and schedules of the Company and its consolidated subsidiaries incorporated by reference in the Preliminary Prospectus Supplement, the Final Prospectus Supplement and the Registration Statement present fairly in all material respects the financial condition, results of operations and cash flows of the Company as of the dates and for the periods indicated, comply as to form with the applicable accounting requirements of the Act and have been prepared in conformity with generally accepted accounting principles applied on a consistent basis throughout the periods involved (except as otherwise noted therein). The selected financial data set forth under the caption "Selected Financial Data" in the Company's Form 10-K, incorporated by reference in the Preliminary Prospectus Supplement, the Final Prospectus Supplement and the Registration Statement fairly present, on the basis stated in the Form 10-K, the information included therein. The financial information included or incorporated by reference in the Preliminary Prospectus Supplement and the Final Prospectus Supplement complies with the requirements of Regulation G and Item 10(e) of Regulation S-K under the Act. The interactive data in eXtensible Business Reporting Language included or incorporated by reference in the Registration Statement, the Preliminary Prospectus Supplement and the Final Prospectus Supplement fairly represents the information called for in all material respects and has been prepared in accordance with the Commission's published rules, regulations and guidelines applicable thereto.

(q) PricewaterhouseCoopers LLP, who have certified certain financial statements of the Company and its consolidated subsidiaries and delivered their report with respect to the audited consolidated financial statements of the Company as of December 31, 2020 and 2019 and for each of the three years in the period ended December 31, 2020, and the related financial statement schedule incorporated by reference in the Registration Statement, the Preliminary Prospectus Supplement and the Final Prospectus Supplement, are an independent registered public accounting firm with respect to the Company within the meaning of the Act and the applicable published rules and regulations thereunder.

(r) No action, suit or proceeding by or before any court or governmental agency, authority or body or any arbitrator involving the Company or any of its subsidiaries or its or their property is pending or, to the best knowledge of the Company, threatened that (i) could reasonably be expected to have a material adverse effect on the performance of this Agreement or the consummation of any of the transactions contemplated hereby or (ii)

could reasonably be expected to have a Material Adverse Effect, except as set forth in or contemplated in the Registration Statement, the

Preliminary Prospectus Supplement and the Final Prospectus Supplement (exclusive of any amendment or supplement thereto).

(s) The Company and its subsidiaries maintain a system of internal accounting controls sufficient to provide reasonable assurance that (i) transactions are executed in accordance with management's general or specific authorizations; (ii) transactions are recorded as necessary to permit preparation of financial statements in conformity with generally accepted accounting principles and to maintain asset accountability; (iii) access to assets is permitted only in accordance with management's general or specific authorization; (iv) the recorded accountability for assets is compared with the existing assets at reasonable intervals and appropriate action is taken with respect to any differences and (v) the interactive data in eXtensible Business Reporting Language included or incorporated by reference in the Registration Statement, the Preliminary Prospectus Supplement and the Final Prospectus Supplement is in compliance with the Commission's published rules, regulations and guidelines applicable thereto.

(t) The Company and its subsidiaries maintain "disclosure controls and procedures" (as such term is defined under Rule 13a-15(e) under the Exchange Act), and, as of March 31, 2021, such disclosure controls and procedures were effective.

(u) The Company is not in violation or default of (i) any provision of its articles of incorporation, by-laws or other organizational documents, (ii) the terms of any indenture, contract, lease, mortgage, deed of trust, note agreement, loan agreement or other agreement, obligation, condition, covenant or instrument to which it is a party or bound or to which its property is subject or (iii) any statute, law, rule, regulation, judgment, order or decree of any court, regulatory body, administrative agency, governmental body, arbitrator or other authority having jurisdiction over it or any of its properties, as applicable (except, in the case of clauses (ii) and (iii), for such violations or defaults as would not, in the aggregate, have a Material Adverse Effect).

(v) The Company possesses all licenses, certificates, permits and other authorizations issued by the appropriate national and local U.S. federal and state regulatory authorities necessary to conduct its business, and the Company has not received any notice of proceedings relating to the revocation or modification of any such certificate, authorization or permit which, singly or in the aggregate, if the subject of an unfavorable decision, ruling or finding, would have a Material Adverse Effect, except as set forth in or contemplated in the Registration Statement, the Preliminary Prospectus Supplement and the Final Prospectus Supplement (exclusive of any amendment or supplement thereto).

(w) The Company is (i) in compliance with any and all applicable national and local U.S. federal and state laws and regulations relating to the protection of human health and safety, the environment or hazardous or toxic substances or wastes, pollutants or contaminants ("Environmental Laws"), (ii) has received and is in compliance with all permits, licenses or other approvals

required of it under applicable Environmental Laws to conduct its business and (iii) has not received notice of any actual or potential liability

for the investigation or remediation of any disposal or release of hazardous or toxic substances or wastes, pollutants or contaminants, except where such non-compliance with Environmental Laws, failure to have or be in compliance with required permits, licenses or other approvals, or liability would not have a Material Adverse Effect, and except as set forth in or contemplated in the Registration Statement, the Preliminary Prospectus Supplement and the Final Prospectus Supplement (exclusive of any amendment or supplement thereto). Except as set forth in or contemplated in the Registration Statement, the Preliminary Prospectus Supplement and the Final Prospectus Supplement (exclusive of any amendment or supplement thereto), the Company has not been named as a "potentially responsible party" under the Comprehensive Environmental Response, Compensation, and Liability Act of 1980, as amended.

(x) In the ordinary course of its business, the Company periodically reviews the effect of Environmental Laws on the business, operations and properties of the Company, in the course of which it identifies and evaluates associated costs and liabilities (including, without limitation, any capital or operating expenditures required for clean-up, closure of properties or compliance with Environmental Laws, or any permit, license or approval, any related constraints on operating activities and any potential liabilities to third parties). On the basis of such review, the Company has reasonably concluded that such associated costs and liabilities would not, singly or in the aggregate, have a Material Adverse Effect, except as set forth in or contemplated in the Registration Statement, the Preliminary Prospectus Supplement and the Final Prospectus Supplement (exclusive of any amendment or supplement thereto).

(y) No holders of securities of the Company have rights to the registration of such securities under the Registration Statement.

(z) The Company owns or leases all such properties as are necessary to the conduct of its operations as presently conducted.

(aa) The Company has not taken, directly or indirectly, any action designed to or that would constitute or that might reasonably be expected to cause or result in, under the Exchange Act or otherwise, stabilization or manipulation of the price of any security of the Company to facilitate the sale or resale of the Securities, and the Company is not aware of any such action taken or to be taken by any affiliates of the Company.

(bb) Except as set forth in or contemplated in the Registration Statement, the Preliminary Prospectus Supplement and the Final Prospectus Supplement (exclusive of any amendment or supplement thereto), the minimum funding standard under Section 302 of the Employee Retirement Income Security Act of 1974, as amended, and the regulations and published interpretations thereunder ("ERISA"), has been satisfied by each "pension plan" (as defined in Section 3(2) of ERISA) which has been established or maintained by the Company and/or one or more of its subsidiaries, except where the failure to satisfy such standard would not have a Material Adverse Effect; each pension plan established or maintained by the Company and/or one or more of its

subsidiaries, and the trust forming part of each such plan, has been determined by the Internal Revenue Service to be in all material respects designed in accordance with Section 401 of the

Code (as defined herein), and if such pension plan has subsequently been amended, the Company believes that each such pension plan, as amended, is designed in compliance with Section 401 of the Code; each of the Company and its subsidiaries has fulfilled its obligations, if any, under Section 515 of ERISA; each pension plan and welfare plan established or maintained by the Company and/or one or more of its subsidiaries is in compliance in all material respects with the currently applicable provisions of ERISA, except in such cases where noncompliance would not have a Material Adverse Effect; and neither the Company nor any of its subsidiaries has incurred or could reasonably be expected to incur any withdrawal liability under Section 4201 of ERISA, any liability under Section 4062, 4063, or 4064 of ERISA, or any other liability under Title IV of ERISA.

(cc) Except as set forth in or contemplated in the Registration Statement, the Preliminary Prospectus Supplement and the Final Prospectus Supplement (exclusive of any amendment or supplement thereto), the Company (i) does not have any material lending or other relationship with any bank or lending affiliate of the Underwriters and (ii) does not intend to use any of the proceeds from the sale of the Securities hereunder to repay any outstanding debt owed to any affiliate of the Underwriters other than commercial paper.

(dd) There is and has been no failure on the part of the Company and any of the Company's directors or officers, in their capacities as such, to comply with Section 401 of the Sarbanes Oxley Act of 2002 and the rules and regulations promulgated in connection therewith (the "Sarbanes Oxley Act") related to loans.

Any certificate signed by any officer of the Company and delivered to the Representatives or counsel for the Underwriters in connection with the offering of the Securities shall be deemed a representation and warranty by the Company, as to matters covered thereby, to each Underwriter.

2. Purchase and Sale. Subject to the terms and conditions and in reliance upon the representations and warranties herein set forth, the Company agrees to sell to each Underwriter, and each Underwriter agrees, severally and not jointly, to purchase from the Company, (a) at a purchase price of 99.850% of the principal amount thereof, the principal amount of the 2021F Bonds set forth in the column labeled "Principal Amount of 2021F Bonds to be Purchased" opposite such Underwriter's name in Schedule I hereto, (b) at a purchase price of 98.983% of the principal amount thereof, the principal amount of the 2021G Bonds set forth in the column labeled "Principal Amount of 2021G Bonds to be Purchased" opposite such Underwriter's name in Schedule I hereto, and (c) at a purchase price of 98.891% of the principal amount thereof, the principal amount of the 2021H Bonds set forth in the column labeled "Principal Amount of 2021H Bonds to be Purchased" opposite such Underwriter's name in Schedule I hereto.

3. Delivery and Payment. Delivery of and payment for the Securities shall be made at 10:00 a.m., New York City time, on June 14, 2021 or at such time on such later date not more than three Business Days after the foregoing date as the

Representatives shall designate, which date and time may be postponed by agreement between the Representatives and

the Company or as provided in Section 9 hereof (such date and time of delivery and payment for the Securities being herein called the "Closing Date"). Delivery of the Securities shall be made to the Representatives for the respective accounts of the several Underwriters against payment by the several Underwriters through the Representatives of the purchase price thereof to or upon the order of the Company by wire transfer payable in same-day funds to an account specified by the Company. Delivery of the Securities shall be made through the facilities of The Depository Trust Company unless the Representatives shall otherwise instruct.

4. Offering by Underwriters. It is understood that the several Underwriters propose to offer the Securities for sale to the public as set forth in the Registration Statement, Disclosure Package and the Final Prospectus Supplement.

5. Agreements. The Company agrees with the several Underwriters that:

(a) Prior to the termination of the offering of the Securities, the Company will not file any amendment of the Registration Statement or supplement (including the Final Prospectus Supplement or any Preliminary Prospectus Supplement) to the Base Prospectus unless the Company has furnished you a copy for your review prior to filing and will not file any such proposed amendment or supplement to which you reasonably object. Subject to the foregoing sentence, the Company will cause the Final Prospectus Supplement, properly completed, and any amendment or supplement thereto to be filed in a form approved by the Representatives with the Commission pursuant to the applicable paragraph of Rule 424(b) within the time period prescribed and will provide evidence satisfactory to the Representatives of such timely filing. The Company will promptly advise the Representatives (1) when the Final Prospectus Supplement, and any amendment or supplement thereto, shall have been filed (if required) with the Commission pursuant to Rule 424(b), (2) when, prior to termination of the offering of the Securities, any amendment to the Registration Statement shall have been filed or become effective, (3) of any request by the Commission or its staff for any amendment of the Registration Statement, or for any supplement to the Final Prospectus Supplement or for any additional information, (4) of the issuance by the Commission of any stop order suspending the effectiveness of the Registration Statement or of any notice objecting to its use or the institution or threatening of any proceeding for that purpose and (5) of the receipt by the Company of any notification with respect to the suspension of the qualification of the Securities for sale in any jurisdiction or the institution or threatening of any proceeding for such purpose. The Company will use its best efforts to prevent the issuance of any such stop order or the suspension of any such qualification and, if issued, to obtain as soon as possible the withdrawal of such stop order or relief from such occurrence or objection, including, if necessary, by filing an amendment to the Registration Statement or a new registration statement and using its best efforts to have such amendment or new registration statement declared effective as soon as practicable.

(b) The Company will prepare a final term sheet entitled "Summary of Terms" for each series of Securities, substantially in the form of Schedule II

hereto (the “Final Term Sheets”) and will file the Final Term Sheets pursuant to Rule 433(d) within the time required by such Rule.

(c) If there occurs an event or development as a result of which the Disclosure Package would include an untrue statement of a material fact or would omit to state a material fact necessary in order to make the statements therein, in the light of the circumstances then prevailing, not misleading, the Company will notify promptly the Representatives so that any use of the Disclosure Package may cease until it is amended or supplemented.

(d) If, at any time when a prospectus relating to the Securities is required to be delivered under the Act (including in circumstances where such requirement may be satisfied pursuant to Rule 172), any event occurs as a result of which the Final Prospectus Supplement as then supplemented would include any untrue statement of a material fact or omit to state any material fact necessary to make the statements therein in the light of the circumstances under which they were made not misleading, or if it shall be necessary to amend the Registration Statement, file a new registration statement or supplement the Final Prospectus Supplement to comply with the Act or the Exchange Act or the respective rules thereunder, including in connection with use or delivery of the Final Prospectus Supplement, the Company promptly will (1) notify the Representatives of such event; (2) prepare and file with the Commission, subject to the second sentence of paragraph (a) of this Section 5, an amendment or supplement or new registration statement which will correct such statement or omission or effect such compliance; (3) use its best efforts to have any amendment to the Registration Statement or new registration statement declared effective as soon as practicable in order to avoid any disruption in use of the Final Prospectus Supplement; and (4) supply any amended or supplemented Final Prospectus Supplement to you in such quantities as you may reasonably request.

(e) As soon as practicable, the Company will make generally available to its security holders and to the Representatives an earnings statement or statements of the Company and its subsidiaries which will satisfy the provisions of Section 11(a) of the Act and Rule 158.

(f) Upon request, the Company will furnish to the Representatives and counsel for the Underwriters, without charge, signed copies of the Registration Statement (including exhibits thereto) and to each other Underwriter a copy of the Registration Statement (without exhibits thereto) and, so long as delivery of a prospectus by an Underwriter or dealer may be required by the Act (including in circumstances where such requirement may be satisfied pursuant to Rule 172), as many copies of each Preliminary Prospectus Supplement, the Final Prospectus Supplement and each Issuer Free Writing Prospectus and any amendment or supplement thereto as the Representatives may reasonably request. The Company will pay the expenses of printing or other production of all documents relating to the offering.

(g) The Company will arrange, if necessary, for the qualification of the Securities for sale under the laws of such jurisdictions as the Representatives may designate, will maintain such qualifications in effect so long as required for the distribution of the Securities and will pay any fee of the Financial Industry

Regulatory Authority, Inc., in connection with its review of the offering; provided that in no event

shall the Company be obligated to qualify to do business in any jurisdiction where it is not now so qualified or to take any action that would subject it to service of process in suits, other than those arising out of the offering or sale of the Securities in any jurisdiction where it is not now so subject.

(h) (i) The Company agrees that, unless it has obtained or obtains, as the case may be, the prior written consent of the Representatives, and (ii) each Underwriter, severally and not jointly, agrees with the Company that, unless it has obtained or obtains, as the case may be, the prior written consent of the Company, it has not made and will not make any offer relating to the Securities that would constitute an Issuer Free Writing Prospectus or that would otherwise constitute a "free writing prospectus" (as defined in Rule 405) required to be filed by the Company with the Commission or retained by the Company under Rule 433, other than a free writing prospectus containing the information contained in the Final Term Sheets; provided that the prior written consent of the parties hereto shall be deemed to have been given in respect of the Free Writing Prospectuses, if any, included in Schedule III hereto. Any such free writing prospectus consented to by the Representatives or the Company is hereinafter referred to as a "Permitted Free Writing Prospectus." The Company agrees that (x) it has treated and will treat, as the case may be, each Permitted Free Writing Prospectus as an Issuer Free Writing Prospectus and (y) it has complied and will comply, as the case may be, with the requirements of Rules 164 and 433 applicable to any Permitted Free Writing Prospectus, including in respect of timely filing with the Commission, legending and record keeping.

(i) The Company will not, without the prior written consent of the Representatives, offer, sell, contract to sell, pledge, or otherwise dispose of, (or enter into any transaction which is designed to, or might reasonably be expected to, result in the disposition (whether by actual disposition or effective economic disposition due to cash settlement or otherwise) by the Company or any affiliate of the Company or any person in privity with the Company or any affiliate of the Company) directly or indirectly, including the filing (or participation in the filing) of a registration statement with the Commission in respect of, or establish or increase a put equivalent position or liquidate or decrease a call equivalent position within the meaning of Section 16 of the Exchange Act in respect of, any debt securities issued or guaranteed by the Company (other than the Securities) or publicly announce an intention to effect any such transaction for a period commencing on the date hereof and ending on the Closing Date.

(j) The Company will not take, directly or indirectly, any action designed to or that would constitute or that might reasonably be expected to cause or result in, under the Exchange Act or otherwise, stabilization or manipulation of the price of any security of the Company to facilitate the sale or resale of the Securities.

6. Conditions to the Obligations of the Underwriters. The obligations of the Underwriters to purchase the Securities, as described in Section 2 hereof, shall be subject to the accuracy of the representations and warranties on the part of the Company contained herein as of the Initial Sale Time, the Execution Time and the Closing Date, to the accuracy of the statements of the Company made in any certificates

pursuant to the provisions hereof, to the performance by the Company of its obligations hereunder and to the following additional conditions:

(a) The Final Prospectus Supplement, and any amendment or supplement thereto, have been filed in the manner and within the time period required by Rule 424(b); the Final Term Sheets and any other material required to be filed by the Company pursuant to Rule 433(d) under the Act, shall have been filed with the Commission within the applicable time periods prescribed for such filings by Rule 433; and no stop order suspending the effectiveness of the Registration Statement or any notice objecting to its use shall have been issued and no proceedings for that purpose shall have been instituted or threatened and any request of the Commission for additional information (to be included in the Registration Statement or the Final Prospectus Supplement or otherwise) shall have been complied with in all material respects.

(b) The Company shall have requested and caused Michael A. Henry, Assistant General Counsel of the Company, to have furnished to the Representatives his opinion, dated the Closing Date and addressed to the Representatives, to the effect that:

(i) The Company is a corporation duly incorporated, validly existing and in good standing under the laws of the State of California;

(ii) The Company has the corporate power and authority to own and operate its property, to lease the property it operates as lessee and to conduct the business in which it is currently engaged, as described in the Registration Statement, the Preliminary Prospectus Supplement and the Final Prospectus Supplement;

(iii) The Company has all requisite corporate power and authority, has taken all requisite corporate action, and has received and is in compliance with all governmental, judicial and other authorizations, approvals and orders necessary to enter into and perform its obligations under this Agreement and the Supplemental Indenture and to offer, issue, sell and deliver the Securities;

(iv) the Trust Indenture has been duly authorized, executed and delivered by the Company and is a legal, valid and binding instrument enforceable against the Company in accordance with its terms;

(v) the Supplemental Indenture has been duly authorized, executed and delivered by the Company and is a legal, valid and binding instrument enforceable against the Company in accordance with its terms;

(vi) the Securities have been duly authorized by the Company and, when executed and authenticated in accordance with the provisions of the Indenture and delivered to and paid for by the Underwriters pursuant to this Agreement, will constitute legal, valid and binding obligations of the Company entitled to the benefits of the Trust Indenture, as supplemented by the Supplemental Indenture;

(vii) the Trust Indenture, as supplemented by the Supplemental Indenture, creates a legally valid first lien, to the extent that it purports to be such, on the properties and assets of the Company subject thereto, provided that no

opinion is given with respect to the properties and assets of the Company not located in California, securing, among other things, the Securities, subject to the exceptions, defects, qualifications and other matters set forth or referred to in the Registration Statement, the Preliminary Prospectus Supplement and the Final Prospectus Supplement and other matters that do not, in the opinion of such counsel, materially affect the security for the Securities;

(viii) there is no pending or, to the knowledge of such counsel, threatened action, suit or proceeding by or before any court or governmental agency, authority or body or any arbitrator involving the Company or any of its subsidiaries or its or their property which, in any such case, is required by the Act or the Exchange Act, or the rules and regulations thereunder, to be described in the Registration Statement, the Preliminary Prospectus Supplement or the Final Prospectus Supplement that is not described as so required, and there is no franchise, contract or other document of a character required to be described in the Registration Statement, the Preliminary Prospectus Supplement and the Final Prospectus Supplement, or to be filed as an exhibit thereto, which is not described or filed as required; and the statements included or incorporated by reference in the Preliminary Prospectus Supplement and the Final Prospectus Supplement under the headings "Legal Matters" and "Summary—Southern California Edison Company" or incorporated by reference into the Preliminary Prospectus Supplement and the Final Prospectus Supplement from the sections entitled "Business—Southern California Edison Company—Regulation" and "—Environmental Considerations" in the Company's Annual Report on Form 10-K for the fiscal year ended December 31, 2020, as supplemented by information contained in the Company's subsequent Quarterly Reports on Form 10-Q and Current Reports on Form 8-K, if any, which is incorporated by reference in the Preliminary Prospectus Supplement and the Final Prospectus Supplement, fairly summarize the matters therein described in all material respects; and the statements set forth in the Preliminary Prospectus Supplement and the Final Prospectus Supplement under the heading "Certain Terms of the Bonds" and in the Base Prospectus under the heading "Description of the First Mortgage Bonds," insofar as those statements purport to summarize certain provisions of the Trust Indenture, the Supplemental Indenture and the Securities, are accurate summaries in all material respects;

(ix) the Registration Statement has become effective under the Act; any required filing of the Preliminary Prospectus Supplement and the Final Prospectus Supplement, and any amendment or supplements thereto, pursuant to Rule 424(b) has been made in the manner and within the time period required by Rule 424(b); to the knowledge of such counsel, no stop order suspending the effectiveness of the Registration Statement has been issued, no proceedings for that purpose have been instituted or threatened and the Registration Statement, the Preliminary Prospectus Supplement and the Final

Prospectus Supplement (other than the financial statements and other financial and statistical information contained therein, as to which such counsel need express no opinion) comply as to form in

all material respects with the applicable requirements of the Act, the Exchange Act and the Trust Indenture Act and the respective rules thereunder;

(x) this Agreement has been duly authorized, executed and delivered by the Company;

(xi) no consent, approval, authorization, filing with or order of any court or governmental agency or body is required in connection with the transactions contemplated herein, except such as have been obtained (i) under the Act and the rules and interpretations of the Commission thereunder, (ii) from the California Public Utilities Commission, (iii) under the Trust Indenture Act and the rules and interpretations of the Commission thereunder and (iv) such as may be required under the blue sky laws of any jurisdiction in connection with the purchase and distribution of the Securities by the Underwriters in the manner contemplated in this Agreement and in the Registration Statement, the Preliminary Prospectus Supplement and the Final Prospectus Supplement and such other approvals (specified in such opinion) as have been obtained;

(xii) none of the execution and delivery of this Agreement or the Indenture, the issue and sale of the Securities, nor the consummation of any other of the transactions herein contemplated nor the fulfillment of the terms hereof will conflict with, result in a breach or violation of, or imposition of any lien, charge or encumbrance upon any property or assets of the Company pursuant to (i) the articles of incorporation or by-laws of the Company, (ii) the terms of any indenture (other than, solely with respect to the disposition of liens, charges and encumbrances upon property or assets of the Company, the lien created by the Indenture in favor of the Securities), contract, lease, mortgage, deed of trust, note agreement, loan agreement or other agreement, obligation, condition, covenant or instrument to which the Company is a party or bound or to which its property is subject, or (iii) any statute, law, rule, regulation, judgment, order or decree applicable to the Company of any court, regulatory body, administrative agency, governmental body, arbitrator or other authority having jurisdiction over the Company or any of its properties, except in the case of clauses (ii) and (iii) where such breach or violation, or lien, charge or encumbrance would not have a Material Adverse Effect; and

(xiii) no holders of securities of the Company have rights to the registration of such securities under the Registration Statement.

Such opinion will also include language to the effect that such counsel has no reason to believe that, as of the Initial Sale Time, the documents included in the Disclosure Package contained any untrue statement of a material fact or omitted to state any material fact necessary in order to make the statements therein, in the light of circumstances under which they were made, not misleading.

Such opinion will also include language to the effect that counsel has no reason to believe that on the Effective Date the Registration Statement contained any untrue statement of a

material fact or omitted to state any material fact required to be stated therein or necessary to make the statements therein not misleading or that the Final Prospectus Supplement as of its date and on the Closing Date included or includes any untrue statement of a material fact or omitted or omits to state any material fact necessary in order to make the statements therein, in light of the circumstances under which they were made, not misleading.

In rendering such opinion, such counsel may rely (A) as to matters involving the application of laws of any jurisdiction other than the State of California or the Federal laws of the United States, to the extent she deems proper and specified in such opinion, upon the opinion of other counsel of good standing whom she believes to be reliable and who are satisfactory to counsel for the Underwriters and (B) as to matters of fact, to the extent she deems proper, on certificates of responsible officers of the Company and public officials. Such counsel may render such opinion subject to such exceptions and qualifications as are reasonable or customary under the circumstances and acceptable to counsel for the Underwriters. References to the Final Prospectus Supplement in this paragraph (b) shall also include any supplements thereto at the Closing Date.

(c) The Representatives shall have received from Cleary Gottlieb Steen & Hamilton LLP, counsel for the Underwriters, such letter and opinion or opinions, dated the Closing Date and addressed to the Representatives as the Representatives may reasonably require, and the Company shall have furnished to such counsel such documents as they request for the purpose of enabling them to pass upon such matters.

(d) The Company shall have furnished to the Representatives a certificate of the Company, signed by the Vice President and Treasurer of the Company, dated the Closing Date, to the effect that he has carefully examined the Registration Statement, the Disclosure Package and the Final Prospectus Supplement, any supplements or amendments thereto and this Agreement and that:

(i) the representations and warranties of the Company in this Agreement are true and correct on and as of the Closing Date with the same effect as if made on the Closing Date and the Company has complied with all the agreements and satisfied all the conditions on its part to be performed or satisfied at or prior to the Closing Date;

(ii) no stop order suspending the effectiveness of the Registration Statement or notice by the Commission objecting to its use has been issued and no proceedings for that purpose have been instituted or, to the Company's knowledge, threatened; and

(iii) since the date of the most recent financial statements included or incorporated by reference in the Preliminary Prospectus Supplement and the Final Prospectus Supplement (exclusive of any amendment or supplement thereto), there has been no material adverse effect on the condition (financial or otherwise), prospects, earnings,

business or properties of the Company and its subsidiaries, taken as a whole, whether or not arising from transactions in the ordinary course

of business, except as set forth in or contemplated in the Registration Statement, the Preliminary Prospectus Supplement and the Final Prospectus Supplement (exclusive of any amendment or supplement thereto).

(e) The Company shall have requested and caused PricewaterhouseCoopers LLP to have furnished to the Representatives, at the Execution Time and at the Closing Date, letters, dated respectively as of the Execution Time and as of the Closing Date, in form and substance satisfactory to the Representatives, including confirmation that (i) they are an independent registered public accounting firm with respect to the Company within the meaning of the Act and the applicable rules and regulations thereunder adopted by the Commission and the Public Company Accounting Oversight Board (United States) ("PCAOB"); (ii) they have performed an audit of the consolidated financial statements of the Company as of December 31, 2020 and 2019, and for each of the three years in the period ended December 31, 2020, and the related financial statement schedule; and (iii) they have performed the procedures specified by the PCAOB AS 4105, Reviews of Interim Financial Information, on the unaudited consolidated financial statements of the Company for the three-month periods ended March 31, 2021 and 2020, and as of March 31, 2021.

(f) Subsequent to the Execution Time or, if earlier, the dates as of which information is given in the Registration Statement (exclusive of any amendment thereof), the Preliminary Prospectus Supplement and the Final Prospectus Supplement (exclusive of any amendment or supplement thereto), there shall not have been (i) any change or decrease specified in the letter or letters referred to in paragraph (e) of this Section 6 or (ii) any change, or any development involving a prospective change, in or affecting the condition (financial or otherwise), earnings, business or properties of the Company and its subsidiaries, taken as a whole, whether or not arising from transactions in the ordinary course of business, except as set forth in or contemplated in the Registration Statement, the Preliminary Prospectus Supplement and the Final Prospectus Supplement (exclusive of any amendment or supplement thereto) the effect of which, in any case referred to in clause (i) or (ii) above, is, in the sole judgment of the Representatives, so material and adverse as to make it impractical or inadvisable to proceed with the offering or delivery of the Securities as contemplated by the Registration Statement (exclusive of any amendment thereof), the Preliminary Prospectus Supplement and the Final Prospectus Supplement (exclusive of any amendment or supplement thereto).

(g) Subsequent to the Execution Time, there shall not have been any decrease in the rating of any of the Company's debt securities by any "nationally recognized statistical rating organization" (as defined for purposes of Section 3(a)(62) under the Exchange Act) or any notice given of any intended or potential decrease in any such rating or of a possible change in any such rating that either indicates a negative change or does not indicate the direction of the possible change.

(h) Prior to the Closing Date, the Company shall have furnished to the Representatives such further information, certificates and documents as the Representatives may reasonably request.

If any of the conditions specified in this Section 6 shall not have been fulfilled when and as provided in this Agreement, or if any of the opinions and certificates mentioned above or elsewhere in this Agreement shall not be reasonably satisfactory in form and substance to the Representatives and counsel for the Underwriters, this Agreement and all obligations of the Underwriters hereunder may be canceled at, or at any time prior to, the Closing Date by the Representatives. Notice of such cancellation shall be given to the Company in writing or by telephone or facsimile confirmed in writing.

The documents required to be delivered by this Section 6 shall be delivered at the office of Cleary Gottlieb Steen & Hamilton LLP, counsel for the Underwriters, at One Liberty Plaza, New York, NY, on the Closing Date.

7. Reimbursement of Underwriters' Expenses. If the sale of the Securities provided for herein is not consummated because any condition to the obligations of the Underwriters set forth in Section 6 hereof is not satisfied, because of any termination pursuant to Section 11 hereof or because of any refusal, inability or failure on the part of the Company to perform any agreement herein or comply with any provision hereof other than by reason of a default by any of the Underwriters, the Company will reimburse the Underwriters on demand for all out-of-pocket expenses (including reasonable fees and disbursements of counsel) that shall have been incurred by them in connection with the proposed purchase and sale of the Securities.

8. Indemnification and Contribution. (a) The Company agrees to indemnify and hold harmless each Underwriter, the directors, officers, employees, affiliates and agents of each Underwriter and each person who controls any Underwriter within the meaning of either the Act or the Exchange Act against any and all losses, claims, damages or liabilities, joint or several, to which they or any of them may become subject under the Act, the Exchange Act or other Federal or state statutory law or regulation, at common law or otherwise, insofar as such losses, claims, damages or liabilities (or actions in respect thereof) arise out of, or are based upon any untrue statement or alleged untrue statement of a material fact contained in the Registration Statement for the registration of the Securities as originally filed or in any amendment thereof, or in any Preliminary Prospectus Supplement, the Final Prospectus Supplement, any Issuer Free Writing Prospectus or the information contained in the Final Term Sheets, or in any amendment thereof or supplement thereto, or arise out of or are based upon the omission or alleged omission to state therein a material fact required to be stated therein or necessary to make the statements therein not misleading, and agrees to reimburse each such indemnified party, as incurred, for any legal or other expenses reasonably incurred by them in connection with investigating or defending any such loss, claim, damage, liability or action; provided, however, that the Company will not be liable in any such case to the extent that any such loss, claim, damage or liability arises out of or is based upon any such untrue statement or alleged untrue statement or omission or alleged omission made therein in reliance upon and in conformity with written information furnished to the Company by or on behalf of any Underwriter through the Representatives specifically for inclusion therein, it being understood and agreed that the only such information furnished by or on behalf of any Underwriter consists of the information described as such in Section 8(b) hereof.

This indemnity agreement will be in addition to any liability which the Company may otherwise have.

(b) Each Underwriter severally and not jointly agrees to indemnify and hold harmless the Company, each of its directors, each of its officers who signs the Registration Statement, and each person who controls the Company within the meaning of either the Act or the Exchange Act, to the same extent as the foregoing indemnity from the Company to each Underwriter, but only with reference to written information relating to such Underwriter furnished to the Company by or on behalf of such Underwriter through the Representatives specifically for inclusion in the documents referred to in the foregoing indemnity. This indemnity agreement will be in addition to any liability which any Underwriter may otherwise have. The Company acknowledges that the statements set forth in the last paragraph of the cover page of the Final Prospectus Supplement regarding delivery of the Securities and, under the heading of the Final Prospectus Supplement labeled "Underwriting," (i) the list of Underwriters and their respective participation in the sale of the Securities, (ii) the sentences related to concessions and reallowances and (iii) the paragraph related to stabilization, syndicate covering transactions and penalty bids in the Final Prospectus Supplement constitute the only information furnished in writing by or on behalf of the several Underwriters by the Representatives for inclusion in the Final Prospectus Supplement.

(c) Promptly after receipt by an indemnified party under this Section 8 of notice of the commencement of any action, such indemnified party will, if a claim in respect thereof is to be made against the indemnifying party under this Section 8, notify the indemnifying party in writing of the commencement thereof; but the failure so to notify the indemnifying party (i) will not relieve it from liability under paragraph (a) or (b) above unless and to the extent it did not otherwise learn of such action and such failure results in the forfeiture by the indemnifying party of substantial rights and defenses and (ii) will not, in any event, relieve the indemnifying party from any obligations to any indemnified party other than the indemnification obligation provided in paragraph (a) or (b) above. The indemnifying party shall be entitled to appoint counsel of the indemnifying party's choice at the indemnifying party's expense to represent the indemnified party in any action for which indemnification is sought (in which case the indemnifying party shall not thereafter be responsible for the fees and expenses of any separate counsel retained by the indemnified party or parties except as set forth below); provided, however, that such counsel shall be satisfactory to the indemnified party. Notwithstanding the indemnifying party's election to appoint counsel to represent the indemnified party in an action, the indemnified party shall have the right to employ separate counsel (including local counsel), and the indemnifying party shall bear the reasonable fees, costs and expenses of such separate counsel if (A) the use of counsel chosen by the indemnifying party to represent the indemnified party would present such counsel with a conflict of interest, (B) the actual or potential defendants in, or targets of, any such action include both the indemnified party and the indemnifying party and the indemnified party shall have reasonably concluded that there may be legal defenses available to it and/or other indemnified parties which are different from or additional to those available to the indemnifying party, (C) the indemnifying party shall not have employed counsel satisfactory to the indemnified party to represent the indemnified party within a reasonable time after notice of the institution of such action or (D) the indemnifying party shall authorize the indemnified party to employ separate counsel at the expense of the indemnifying party. An indemnifying party will not, without the prior written consent of the indemnified

parties, settle or compromise or consent to the entry of any judgment with respect to any pending or threatened claim, action, suit or proceeding in respect of which indemnification or contribution may be sought hereunder (whether or not the

indemnified parties are actual or potential parties to such claim or action) unless such settlement, compromise or consent includes (i) an unconditional release of each indemnified party from all liability arising out of such claim, action, suit or proceeding; and (ii) does not include a statement as to, or an admission of, fault, culpability or a failure to act, by or on behalf of any indemnified party.

(d) In the event that the indemnity provided in paragraph (a) or (b) of this Section 8 is unavailable to or insufficient to hold harmless an indemnified party for any reason, the Company and the Underwriters severally agree to contribute to the aggregate losses, claims, damages and liabilities (including legal or other expenses reasonably incurred in connection with investigating or defending same) (collectively "Losses") to which the Company and one or more of the Underwriters may be subject in such proportion as is appropriate to reflect the relative benefits received by the Company on the one hand and by the Underwriters on the other from the offering of the Securities. If the allocation provided by the immediately preceding sentence is unavailable for any reason, the Company and the Underwriters severally shall contribute in such proportion as is appropriate to reflect not only such relative benefits but also the relative fault of the Company on the one hand and of the Underwriters on the other in connection with the statements or omissions which resulted in such Losses as well as any other relevant equitable considerations. Benefits received by the Company shall be deemed to be equal to the total net proceeds from the offering (before deducting expenses) received by it, and benefits received by the Underwriters shall be deemed to be equal to the total underwriting discounts and commissions, in each case as set forth on the cover page of the Final Prospectus Supplement. Relative fault shall be determined by reference to, among other things, whether any untrue or any alleged untrue statement of a material fact or the omission or alleged omission to state a material fact relates to information provided by the Company on the one hand or the Underwriters on the other, the intent of the parties and their relative knowledge, access to information and opportunity to correct or prevent such untrue statement or omission. In no case shall any Underwriter (except as may be provided in any agreement among underwriters relating to the offering of the Securities) be responsible for any amount pursuant to this paragraph (d) in excess of the underwriting discount or commission applicable to the Securities purchased by such Underwriter hereunder. The Company and the Underwriters agree that it would not be just and equitable if contribution were determined by pro rata allocation or any other method of allocation which does not take account of the equitable considerations referred to above. Notwithstanding the provisions of this paragraph (d), no person guilty of fraudulent misrepresentation (within the meaning of Section 11(f) of the Act) shall be entitled to contribution from any person who was not guilty of such fraudulent misrepresentation. For purposes of this Section 8, each person who controls an Underwriter within the meaning of either the Act or the Exchange Act and each director, officer, employee and agent of an Underwriter shall have the same rights to contribution as such Underwriter, and each person who controls the Company within the meaning of either the Act or the Exchange Act, each officer of the Company who shall have signed the Registration Statement and each director of the Company shall have the same rights to contribution as the Company, subject in each case to the applicable terms and conditions of this paragraph (d).

9. Default by an Underwriter. If any one or more Underwriters shall fail to purchase and pay for any of the Securities agreed to be purchased by such Underwriter or Underwriters hereunder and such failure to purchase shall constitute a default in the performance

of its or their obligations under this Agreement, the remaining Underwriters shall be obligated severally to take up and pay for (in the respective proportions which the principal amount of Securities set forth opposite their names in Schedule I hereto bears to the aggregate principal amount of Securities set forth opposite the names of all the remaining Underwriters) the Securities which the defaulting Underwriter or Underwriters agreed but failed to purchase; provided, however, that in the event that the aggregate principal amount of Securities which the defaulting Underwriter or Underwriters agreed but failed to purchase shall exceed 10% of the aggregate principal amount of Securities set forth in Schedule I hereto, the remaining Underwriters shall have the right to purchase all, but shall not be under any obligation to purchase any, of the Securities, and if such nondefaulting Underwriters do not purchase all the Securities, this Agreement will terminate without liability to any nondefaulting Underwriter or the Company. In the event of a default by any Underwriter as set forth in this Section 9, the Closing Date shall be postponed for such period, not exceeding five Business Days, as the Representatives shall determine in order that the required changes in the Registration Statement and the Final Prospectus Supplement or in any other documents or arrangements may be effected. Nothing contained in this Agreement shall relieve any defaulting Underwriter of its liability, if any, to the Company and any nondefaulting Underwriter for damages occasioned by its default hereunder.

10. Certain Acknowledgements by the Company. The Company acknowledges and agrees that the Underwriters are acting solely in the capacity of an arm's length contractual counterparty to the Company with respect to the offering of Securities contemplated hereby (including in connection with determining the terms of the offering) and not as a financial advisor or a fiduciary to, or an agent of, the Company or any other person. Additionally, neither the Representative nor any other Underwriter is advising the Company or any other person as to any legal, tax, investment, accounting or regulatory matters in any jurisdiction. The Company shall consult with its own advisors concerning such matters and shall be responsible for making its own independent investigation and appraisal of the transactions contemplated hereby, and the Underwriters shall have no responsibility or liability to the Company with respect thereto. Any review by the Underwriters of the Company, the transactions contemplated hereby or other matters relating to such transactions will be performed solely for the benefit of the Underwriters and shall not be on behalf of the Company.

11. Termination. This Agreement shall be subject to termination in the absolute discretion of the Representatives, by notice given to the Company prior to delivery of and payment for the Securities, if at any time prior to such time (i) trading in securities generally on the New York Stock Exchange shall have been suspended or limited or minimum prices shall have been established on such Exchange, (ii) a banking moratorium shall have been declared either by Federal or New York State authorities, (iii) a material disruption has occurred in commercial banking or securities settlement or clearance services in the United States or (iv) there shall have occurred any outbreak or escalation of hostilities, declaration by the United States of a national emergency or war, or other calamity or crisis the effect of which on financial markets is such as to make it, in the sole judgment of the Representatives, impractical or inadvisable to proceed with the offering or delivery of the Securities as contemplated by the

Preliminary Prospectus Supplement and the Final Prospectus Supplement (exclusive of any amendment or supplement thereto).

12. Representations and Indemnities to Survive. The respective agreements, representations, warranties, indemnities and other statements of the Company or its officers and of the Underwriters set forth in or made pursuant to this Agreement will remain in full force and effect, regardless of any investigation made by or on behalf of any Underwriter or the Company or any of the officers, directors, employees, affiliates, agents or controlling persons referred to in Section 8 hereof, and will survive delivery of and payment for the Securities. The provisions of Sections 7 and 8 hereof shall survive the termination or cancellation of this Agreement.

13. Patriot Act. In accordance with the requirements of the USA Patriot Act (Title III of Pub. L. 107-56 (signed into law October 26, 2001)), the Underwriters are required to obtain, verify and record information that identifies their respective clients, including the Company, which information may include the name and address of their respective clients, as well as other information that will allow the Underwriters to properly identify their respective clients.

14. Notices. All communications hereunder will be in writing and effective only on receipt, and, if sent to the Representatives, will be mailed, delivered or sent by facsimile or electronic mail transmission to each of Citigroup Global Markets Inc., 388 Greenwich Street, New York, New York 10013, Attention: General Counsel (fax no.: (646) 291-1469); Credit Suisse Securities (USA) LLC, Eleven Madison Avenue, New York, New York 10010-3629, Attention: IBCM-Legal (fax no.: (212) 325-4296); and Morgan Stanley & Co. LLC, 1585 Broadway, New York, New York 10036, Attention: Investment Banking Division (fax no.: (212) 507-8999); or, if sent to the Company, will be mailed, delivered or sent by facsimile or electronic mail transmission to Southern California Edison Company, Treasurer, 2244 Walnut Grove Ave., Rosemead, California 91770 (fax no.: (626) 302-1472) and confirmed to the attention of the General Counsel at the same address, c/o Kathleen Brennan de Jesus (fax no.: (626) 302-1926).

15. Recognition of the U.S. Special Resolution Regimes.

(a) In the event that any Underwriter that is a Covered Entity becomes subject to a proceeding under a U.S. Special Resolution Regime, the transfer from such Underwriter of this Agreement, and any interest and obligation in or under this Agreement, will be effective to the same extent as the transfer would be effective under the U.S. Special Resolution Regime if this Agreement, and any such interest and obligation, were governed by the laws of the United States or a state of the United States.

(b) In the event that any Underwriter that is a Covered Entity or a BHC Act Affiliate of such Underwriter becomes subject to a proceeding under a U.S. Special Resolution Regime, Default Rights under this Agreement that may be exercised against such Underwriter are permitted to be exercised to no greater extent than such Default Rights could be exercised under the U.S. Special Resolution Regime if this Agreement were governed by the laws of the United States or a state of the United States.

For the purposes of this Section 15:

"BHC Act Affiliate" has the meaning assigned to the term "affiliate" in, and shall be interpreted in accordance with, 12 U.S.C. § 1841(k).

"Covered Entity" means any of the following:

(i) a "covered entity" as that term is defined in, and interpreted in accordance with, 12 C.F.R. § 252.82(b);

(ii) a "covered bank" as that term is defined in, and interpreted in accordance with, 12 C.F.R. § 47.3(b); or

(iii) a "covered FSI" as that term is defined in, and interpreted in accordance with, 12 C.F.R. § 382.2(b).

"Default Right" has the meaning assigned to that term in, and shall be interpreted in accordance with, 12 C.F.R. §§ 252.81, 47.2 or 382.1, as applicable.

"U.S. Special Resolution Regime" means each of (i) the Federal Deposit Insurance Act and the regulations promulgated thereunder and (ii) Title II of the Dodd-Frank Wall Street Reform and Consumer Protection Act and the regulations promulgated thereunder.

16. Successors. This Agreement will inure to the benefit of and be binding upon the parties hereto and their respective successors and the officers, directors, employees, affiliates, agents and controlling persons referred to in Section 8 hereof, and no other person will have any right or obligation hereunder.

17. Applicable Law and Waiver of Jury Trial. (a) This Agreement will be governed by and construed in accordance with the laws of the State of New York applicable to contracts made and to be performed within the State of New York.

(b) The Company and each of the Underwriters hereby irrevocably waives, to the fullest extent permitted by applicable law, any and all right to trial by jury in any legal proceeding arising out of or relating to this Agreement or the transactions contemplated hereby.

18. Counterparts. This Agreement may be signed in one or more counterparts, each of which shall constitute an original and all of which together shall constitute one and the same agreement. Counterparts may be delivered via facsimile, electronic mail (including any electronic signature covered by the U.S. federal ESIGN Act of 2000, Uniform Electronic Transactions Act, the Electronic Signatures and Records Act or other applicable law, e.g., www.docusign.com) or other transmission method and any counterpart so delivered shall be deemed to have been duly and validly delivered and be valid and effective for all purposes.

19. Entire Agreement. This Agreement supersedes all prior agreements and understandings (whether written or oral) between the Company and the Underwriters, or any of them, with respect to the subject matter hereof.

20. Headings. The section headings used herein are for convenience only and shall not affect the construction hereof.

21. Definitions. The terms which follow, when used in this Agreement, shall have the meanings indicated.

"Act" shall mean the Securities Act of 1933, as amended, and the rules and regulations of the Commission promulgated thereunder.

"Base Prospectus" shall mean the prospectus referred to in paragraph 1(a) above contained in the Registration Statement at the Effective Date.

"Business Day" shall mean any day other than a Saturday, a Sunday or a legal holiday or a day on which banking institutions or trust companies are authorized or obligated by law to close in New York City.

"Code" shall mean the Internal Revenue Code of 1986, as amended, and applicable regulations promulgated thereunder.

"Commission" shall mean the Securities and Exchange Commission.

"Disclosure Package" shall mean (i) the Preliminary Prospectus Supplement, as amended and supplemented to the Initial Sale Time, (ii) the Issuer Free Writing Prospectuses, if any, identified in Schedule III hereto, (iii) the Final Term Sheets and (iv) any other Free Writing Prospectus that the parties hereto shall hereafter expressly agree in writing to treat as part of the Disclosure Package.

"Effective Date" shall mean each date and time that the Registration Statement and any post-effective amendment or amendments thereto became or become effective.

"Exchange Act" shall mean the Securities Exchange Act of 1934, as amended, and the rules and regulations of the Commission promulgated thereunder.

"Execution Time" shall mean the date and time that this Agreement is executed and delivered by the parties hereto.

"Final Prospectus Supplement" shall mean the prospectus supplement relating to the Securities that was first filed pursuant to Rule 424(b) after the Execution Time, together with the Base Prospectus.

"Free Writing Prospectus" shall mean a free writing prospectus, as defined in Rule 405.

"Initial Sale Time" shall mean 3:40 p.m. (Eastern time) on the date of this Underwriting Agreement.

"Issuer Free Writing Prospectus" shall mean an issuer free writing prospectus, as defined in Rule 433.

"Material Adverse Effect" shall mean, with respect to the Company, any effect that is materially adverse to the condition (financial or otherwise), prospects, earnings, business or properties of the Company and its subsidiaries, taken as a whole, whether or not arising from transactions in the ordinary course of business.

"Preliminary Prospectus Supplement" shall mean any preliminary prospectus supplement to the Base Prospectus which describes the Securities and the offering thereof and is used prior to filing of the Final Prospectus Supplement, together with the Base Prospectus.

"Registration Statement" shall mean the registration statement referred to in paragraph 1(a) above, including exhibits and financial statements, as amended on each Effective Date and, in the event any post-effective amendment thereto becomes effective prior to the Closing Date, shall also mean such registration statement as so amended.

"Rule 158", "Rule 163", "Rule 164", "Rule 172", "Rule 405", "Rule 415", "Rule 424", "Rule 433", "Rule 456" and "Rule 457" refer to such rules under the Act.

"Trust Indenture Act" shall mean the Trust Indenture Act of 1939, as amended, and the rules and regulations of the Commission promulgated thereunder.

If the foregoing is in accordance with your understanding of our agreement, please sign and return to us the enclosed duplicate hereof, whereupon this letter and your acceptance shall represent a binding agreement among the Company and the several Underwriters.

Very truly yours,

SOUTHERN CALIFORNIA EDISON COMPANY

By: /s/ Natalia Woodward

Name: Natalia Woodward
Title: Treasurer

[*Signature Page to Underwriting Agreement*]

The foregoing Agreement is hereby
confirmed and accepted as of the
date first above written.

CITIGROUP GLOBAL MARKETS INC.

By: /s/ Brian D. Bednarski
Name: Brian D. Bednarski
Title: Managing Director

CREDIT SUISSE SECURITIES (USA) LLC

By: /s/ Nevin Bhatia
Name: Nevin Bhatia
Title: Managing Director

MORGAN STANLEY & CO. LLC

By: /s/ Ian Drewe
Name: Ian Drewe
Title: Executive Director

For themselves and the other several Underwriters
named in Schedule I to the foregoing Agreement.

[*Signature Page to Underwriting Agreement*]

SCHEDULE I

Underwriter	Principal Amount of 2021F Bonds to be Purchased	Principal Amount of 2021G Bonds to be Purchased	Principal Amount of 2021H Bonds to be Purchased
Citigroup Global Markets Inc.	$ 54,286,000	$ 51,429,000	$ 51,429,000
Credit Suisse Securities (USA) LLC	$ 54,286,000	$ 51,429,000	$ 51,429,000
Morgan Stanley & Co. LLC	$ 54,286,000	$ 51,429,000	$ 51,429,000
BofA Securities, Inc.	$ 54,286,000	$ 51,428,000	$ 51,428,000
BMO Capital Markets Corp.	$ 54,286,000	$ 51,428,000	$ 51,428,000
BNP Paribas Securities Corp.	$ 54,285,000	$ 51,429,000	$ 51,428,000
Mizuho Securities USA LLC	$ 54,285,000	$ 51,428,000	$ 51,429,000
Academy Securities, Inc.	$ 11,875,000	$ 11,250,000	$ 11,250,000
Blaylock Van, LLC	$ 11,875,000	$ 11,250,000	$ 11,250,000
Drexel Hamilton, LLC	$ 11,875,000	$ 11,250,000	$ 11,250,000
Great Pacific Securities	$ 11,875,000	$ 11,250,000	$ 11,250,000
Loop Capital Markets LLC	$ 11,875,000	$ 11,250,000	$ 11,250,000
Samuel A. Ramirez & Company, Inc.	$ 11,875,000	$ 11,250,000	$ 11,250,000
R. Seelaus & Co., LLC	$ 11,875,000	$ 11,250,000	$ 11,250,000
Telsey Advisory Group LLC	$ 11,875,000	$ 11,250,000	$ 11,250,000
Total	$ 475,000,000	$ 450,000,000	$ 450,000,000

SCHEDULE II

$475,000,000
Floating Rate First and Refunding Mortgage Bonds, Series 2021F, Due 2022
SUMMARY OF TERMS

Security:	Floating Rate First and Refunding Mortgage Bonds, Series 2021F, Due 2022 (the "Series 2021F Bonds")
Issuer:	Southern California Edison Company
Principal Amount:	$475,000,000
Expected Ratings of Securities*:	[Reserved.]
Trade Date:	June 9, 2021
Settlement Date:**	June 14, 2021 (T + 3)
Maturity:	June 13, 2022
Interest Rate:	Compounded SOFR plus 0.35%. The interest rate on the Series 2021F Bonds will in no event be lower than zero.
Floating Rate Interest Calculation:	The amount of interest accrued and payable on the Series 2021F Bonds for each interest period will be calculated by the calculation agent and will be equal to (i) the outstanding principal amount of the Series 2021F Bonds multiplied by (ii) the product of (a) the interest rate for the relevant interest period multiplied by (b) the quotient of the actual number of calendar days in such Observation Period (as defined in the Issuer's preliminary prospectus supplement dated June 9, 2021 (the "Preliminary Prospectus Supplement")) divided by 360. See "Certain Terms of the Bonds—Interest and Maturity—Floating Rate Bonds" in the Preliminary Prospectus Supplement.
Compounded SOFR:	A compounded average of the daily Secured Overnight Financing Rate ("SOFR") determined by reference to the SOFR Index (as defined in the Preliminary Prospectus Supplement) for each quarterly interest period in accordance with the specific formula described under "Certain Terms of the Bonds—Interest and Maturity—Floating Rate Bonds" in the Preliminary Prospectus Supplement.
Interest Payment Dates:	September 13, 2021, December 13, 2021, March 13, 2022 and at maturity
First Interest Payment Date:	September 13, 2021
Day Count:	Actual/360
Public Offering Price:	100.00%
Optional Redemption:	Series 2021F Bonds may not be redeemed prior to their maturity.
CUSIP/ISIN:	842400HE6 / US842400HE65
Joint Book-running Managers:	Citigroup Global Markets Inc. ("Citigroup") Credit Suisse Securities (USA) LLC ("Credit Suisse") Morgan Stanley & Co. LLC ("Morgan Stanley") BofA Securities, Inc. BMO Capital Markets Corp. BNP Paribas Securities Corp. Mizuho Securities USA LLC

Co-managers:	Academy Securities, Inc. Blaylock Van, LLC Drexel Hamilton, LLC Great Pacific Securities Loop Capital Markets LLC Samuel A. Ramirez & Company, Inc. R. Seelaus & Co., LLC Telsey Advisory Group LLC

*** Note: A securities rating is not a recommendation to buy, sell or hold securities and may be subject to revision or withdrawal at any time.**

**** Under Rule 15c6-1 of the Securities Exchange Act of 1934, as amended, trades in the secondary market generally are required to settle in two business days, unless the parties to any such trade expressly agree otherwise. Accordingly, purchasers who wish to trade the Series 2021F Bonds on the Trade Date will be required, by virtue of the fact that the Series 2021F Bonds initially will not settle in T+2, to specify an alternative settlement cycle at the time of any such trade to prevent a failed settlement and should consult their own advisor.**

The issuer has filed a registration statement (including a prospectus) with the SEC for the offering to which this communication relates. Before you invest, you should read the prospectus in that registration statement and other documents the issuer has filed with the SEC for more complete information about the issuer and this offering. You may get these documents for free by visiting EDGAR on the SEC web site at www.sec.gov. Alternatively, Citigroup, Credit Suisse, or Morgan Stanley can arrange to send you the prospectus if you request it by calling Citigroup at 1-800-831-9146, Credit Suisse at 1-800-221-1037 or Morgan Stanley at 1-866-718-1649.

$450,000,000
2.50% First and Refunding Mortgage Bonds, Series 2021G, Due 2031
SUMMARY OF TERMS

Security:	2.50% First and Refunding Mortgage Bonds, Series 2021G, Due 2031 (the "Series 2021G Bonds")
Issuer:	Southern California Edison Company
Principal Amount:	$450,000,000
Expected Ratings of Securities*:	[Reserved.]
Trade Date:	June 9, 2021
Settlement Date:**	June 14, 2021 (T + 3)
Maturity:	June 1, 2031
Benchmark US Treasury:	1.625% due May 15, 2031
Benchmark US Treasury Price:	101-07
Benchmark US Treasury Yield:	1.492%
Spread to Benchmark US Treasury:	T + 105 bps
Reoffer Yield:	2.542%
Coupon:	2.50%
Coupon Payment Dates:	June 1 and December 1
First Coupon Payment Date:	December 1, 2021 (short first interest period)
Public Offering Price:	99.633%
Optional Redemption:	Callable at any time prior to March 1, 2031, in whole or in part, at a "make whole" premium of 20 bps, plus accrued and unpaid interest thereon to but excluding the date of redemption. At any time on or after March 1, 2031, callable, in whole or in part, at 100% of the principal amount of the bonds being redeemed plus accrued and unpaid interest thereon to but excluding the date of redemption.
CUSIP/ISIN:	842400HD8 / US842400HD82
Joint Book-running Managers:	Citigroup Global Markets Inc. ("Citigroup") Credit Suisse Securities (USA) LLC ("Credit Suisse") Morgan Stanley & Co. LLC ("Morgan Stanley") BofA Securities, Inc. BMO Capital Markets Corp. BNP Paribas Securities Corp. Mizuho Securities USA LLC
Co-managers:	Academy Securities, Inc. Blaylock Van, LLC Drexel Hamilton, LLC

Great Pacific Securities
Loop Capital Markets LLC
Samuel A. Ramirez & Company, Inc.
R. Seelaus & Co., LLC
Telsey Advisory Group LLC

*** Note: A securities rating is not a recommendation to buy, sell or hold securities and may be subject to revision or withdrawal at any time.**

**** Under Rule 15c6-1 of the Securities Exchange Act of 1934, as amended, trades in the secondary market generally are required to settle in two business days, unless the parties to any such trade expressly agree otherwise. Accordingly, purchasers who wish to trade the Series 2021G Bonds on the Trade Date will be required, by virtue of the fact that the Series 2021G Bonds initially will not settle in T+2, to specify an alternative settlement cycle at the time of any such trade to prevent a failed settlement and should consult their own advisor.**

The issuer has filed a registration statement (including a prospectus) with the SEC for the offering to which this communication relates. Before you invest, you should read the prospectus in that registration statement and other documents the issuer has filed with the SEC for more complete information about the issuer and this offering. You may get these documents for free by visiting EDGAR on the SEC web site at www.sec.gov. Alternatively, Citigroup, Credit Suisse, or Morgan Stanley can arrange to send you the prospectus if you request it by calling Citigroup at 1-800-831-9146, Credit Suisse at 1-800-221-1037 or Morgan Stanley at 1-866-718-1649.

$450,000,000
3.65% First and Refunding Mortgage Bonds, Series 2021H, Due 2051
SUMMARY OF TERMS

Security:	3.65% First and Refunding Mortgage Bonds, Series 2021G, Due 2051 (the "Series 2021H Bonds")
Issuer:	Southern California Edison Company
Principal Amount:	$450,000,000
Expected Ratings of Securities*:	[Reserved.]
Trade Date:	June 9, 2021
Settlement Date:**	June 14, 2021 (T + 3)
Maturity:	June 1, 2051
Benchmark US Treasury:	1.875% due February 15, 2051
Benchmark US Treasury Price:	93-09+
Benchmark US Treasury Yield:	2.183%
Spread to Benchmark US Treasury:	T + 148 bps
Reoffer Yield:	3.663%
Coupon:	3.65%
Coupon Payment Dates:	June 1 and December 1
First Coupon Payment Date:	December 1, 2021 (short first interest period)
Public Offering Price:	99.766%
Optional Redemption:	Callable at any time prior to December 1, 2050, in whole or in part, at a "make whole" premium of 25 bps, plus accrued and unpaid interest thereon to but excluding the date of redemption. At any time on or after December 1, 2050, callable, in whole or in part, at 100% of the principal amount of the bonds being redeemed plus accrued and unpaid interest thereon to but excluding the date of redemption.
CUSIP/ISIN:	842400HF3 / US842400HF31
Joint Book-running Managers:	Citigroup Global Markets Inc. ("Citigroup") Credit Suisse Securities (USA) LLC ("Credit Suisse") Morgan Stanley & Co. LLC ("Morgan Stanley") BofA Securities, Inc. BMO Capital Markets Corp. BNP Paribas Securities Corp. Mizuho Securities USA LLC
Co-managers:	Academy Securities, Inc.

Blaylock Van, LLC
Drexel Hamilton, LLC
Great Pacific Securities
Loop Capital Markets LLC
Samuel A. Ramirez & Company, Inc.
R. Seelaus & Co., LLC
Telsey Advisory Group LLC

*** Note: A securities rating is not a recommendation to buy, sell or hold securities and may be subject to revision or withdrawal at any time.**

**** Under Rule 15c6-1 of the Securities Exchange Act of 1934, as amended, trades in the secondary market generally are required to settle in two business days, unless the parties to any such trade expressly agree otherwise. Accordingly, purchasers who wish to trade the Series 2021H Bonds on the Trade Date will be required, by virtue of the fact that the Series 2021H Bonds initially will not settle in T+2, to specify an alternative settlement cycle at the time of any such trade to prevent a failed settlement and should consult their own advisor.**

The issuer has filed a registration statement (including a prospectus) with the SEC for the offering to which this communication relates. Before you invest, you should read the prospectus in that registration statement and other documents the issuer has filed with the SEC for more complete information about the issuer and this offering. You may get these documents for free by visiting EDGAR on the SEC web site at www.sec.gov. Alternatively, Citigroup, Credit Suisse, or Morgan Stanley can arrange to send you the prospectus if you request it by calling Citigroup at 1-800-831-9146, Credit Suisse at 1-800-221-1037 or Morgan Stanley at 1-866-718-1649.

SCHEDULE III

Schedule of Free Writing Prospectuses included in the Disclosure Package

NONE

Exhibit 4.1

ONE HUNDRED FORTY-SEVENTH

SUPPLEMENTAL INDENTURE

Southern California Edison Company

to

The Bank of New York Mellon Trust Company, N.A.

and

D. G. Donovan,

Trustees

DATED AS OF JUNE 10, 2021

This One Hundred-Forty-Seventh Supplemental Indenture, dated as of the 10th day of June, 2021, is entered into by and between Southern California Edison Company (between 1930 and 1947 named "Southern California Edison Company Ltd."), a corporation duly organized and existing under and by virtue of the laws of the State of California and having its principal office and mailing address at 2244 Walnut Grove Avenue, in the City of Rosemead, County of Los Angeles, State of California 91770, and qualified to do business in the States of Arizona, New Mexico, and Nevada (hereinafter sometimes termed the "Company"), and The Bank of New York Mellon Trust Company, N.A., a national banking association having its mailing address at 2 North LaSalle Street, in the City of Chicago, State of Illinois 60602 (formerly named The Bank of New York Trust Company, N.A., successor Trustee to The Bank of New York, which was successor Trustee to Harris Trust and Savings Bank), and D. G. Donovan of 2 North LaSalle Street, in the City of Chicago, State of Illinois 60602 (successor Trustee to R. G. Mason, who was successor Trustee to Wells Fargo Bank, National Association, which was successor Trustee to Security Pacific National Bank, formerly named Security First National Bank and Security-First National Bank of Los Angeles, successor, by consolidation and merger, to Pacific-Southwest Trust & Savings Bank), as Trustees (hereinafter sometimes termed the "Trustees");

WITNESSETH:

WHEREAS, the Company heretofore executed and delivered to said Harris Trust and Savings Bank and said Pacific-Southwest Trust & Savings Bank, Trustees, a certain Indenture of Mortgage or Deed of Trust dated as of October 1, 1923, which said Indenture was duly filed for record and recorded in the offices of the respective recorders of the following counties: in the State of California-Fresno County, Volume 397 of Official Records, page 1; Imperial County, Book 1174 of Official Records, page 966; Inyo County, Volume 154 of Official Records, page 417; Kern County, Book 379 of Trust Deeds, page 196; Kings County, Volume 84 of Deeds, page 1; Los Angeles County, Book 2963 of Official Records, page 1; Madera County, Volume 9 of Official Records, page 63; Merced County, Volume 363 of Official Records, page 1; Modoc County, Volume 230 of Official Records, page 119 et seq.; Mono County, Volume 64 of Official Records, page 29; Orange County, Book 496 of Deeds, page 1; Riverside County, Book 594 of Deeds, page 252; San Bernardino County, Book 825 of Deeds, page 1; San Diego County, Series 5 Book 1964, page 84061; Santa Barbara County, Book 229 of Deeds, page 30; Stanislaus County, Volume 465 of Official Records, page 370; Tulare County, Volume 50 of Official Records, page 1; Tuolumne County, Volume 274 of Official Records, page 568; and Ventura County, Volume 33 of Official Records, page 1; in the State of Nevada-Clark County, Book 8 of Mortgages; Churchill County, Book 40 of Official Records, page 235; Lyon County, Book 39 of Mortgages, page 1; Mineral County, Book 13 of Official Records, page 794; Pershing County, Book 15 of Official Records, page 612; and Washoe County, Book 83 of Mortgages, page 301; in the State of Arizona-La Paz County, Instrument No. 83-000212 of Official Records; Mohave County, Book 11 of Realty Mortgages; Maricopa County, Docket 4349 of Official Records, page 197; and Yuma County, Docket 369, page 310, (hereinafter referred to as the "Original Indenture"), to secure the payment of the principal of and interest on all bonds of the Company at any time outstanding thereunder, and (as to certain such filings or recordings) the principal of and interest on all Debentures of 1919 (referred to in the Original Indenture and now retired) outstanding; and

WHEREAS, the Company has heretofore executed and delivered to the Trustees one hundred forty-six certain supplemental indentures, dated, respectively, as of March 1, 1927, April 25, 1935, June 24, 1935, September 1, 1935, August 15, 1939,

September 1, 1940, January 15, 1948, August 15, 1948, February 15, 1951, August 15, 1951, August 15, 1953, August 15, 1954, April 15, 1956, February 15, 1957, July 1, 1957, August 15, 1957, August 15, 1958, January 15, 1960, August 15, 1960, April 1, 1961, May 1, 1962, October 15, 1962, May 15, 1963, February 15, 1964, February 1, 1965, May 1, 1966, August 15, 1966, May 1, 1967, February 1, 1968, January 15, 1969, October 1, 1969, December 1, 1970, September 15, 1971, August 15, 1972, February 1, 1974, July 1, 1974, November 1, 1974, March 1, 1975, March 15, 1976, July 1, 1977, November 1, 1978, June 15, 1979, September 15, 1979, October 1, 1979, April 1, 1980, November 15, 1980, May 15, 1981, August 1, 1981, December 1, 1981, January 16, 1982, April 15, 1982, November 1, 1982, November 1, 1982, January 1, 1983, May 1, 1983, December 1, 1984, March 15, 1985, October 1, 1985, October 15, 1985, March 1, 1986, March 15, 1986, April 15, 1986, April 15, 1986, July 1, 1986, September 1, 1986, September 1, 1986, December 1, 1986, July 1, 1987, October 15, 1987, November 1, 1987, February 15, 1988, April 15, 1988, July 1, 1988, August 15, 1988, September 15, 1988, January 15, 1989, May 1, 1990, June 15, 1990, August 15, 1990, December 1, 1990,

April 1, 1991, May 1, 1991, June 1, 1991, December 1, 1991, February 1, 1992, April 1, 1992, July 1, 1992, July 15, 1992, December 1, 1992, January 15, 1993, March 1, 1993, June 1, 1993, June 15, 1993, July 15, 1993, September 1, 1993, October 1, 1993, February 21, 2002, February 15, 2003, October 15, 2003, December 15, 2003, January 7, 2004, February 26, 2004, March 23, 2004, December 6, 2004, January 11, 2005, January 27, 2005, March 17, 2005, June 1, 2005, June 20, 2005, August 24, 2005, December 12, 2005, January 24, 2006, April 4, 2006, December 4, 2006, January 14, 2008, August 13, 2008, October 9, 2008, March 18, 2009, March 9, 2010, August 26, 2010, September 15, 2010, December 13, 2010, May 12, 2011, May 17, 2011, August 30, 2011, October 7, 2011, November 18, 2011, March 9, 2012, March 5, 2013, September 27, 2013, January 22, 2014, May 7, 2014, November 5, 2014, January 14, 2015, March 22, 2017, March 31, 2018, May 31, 2018, July 31, 2018, March 13, 2019, August 2, 2019, January 7, 2020, March 5, 2020, September 29 2020, December 2, 2020, January 6, 2021 and March 29, 2021 which modify, amend and supplement the Original Indenture, such Original Indenture, as so modified, amended and supplemented, being hereinafter referred to as the “Amended Indenture”; and

WHEREAS, there have been issued and are now outstanding and entitled to the benefits of the Amended Indenture, First and Refunding Mortgage Bonds as follows:

Series	Due Date	Principal Amount
2004B	2034	$525,000,000
2004D	2035	$79,400,000
2004E	2035	$65,000,000
2004G	2035	$350,000,000
2005B	2036	$250,000,000
2005D	2029	$203,460,000
2005E	2035	$350,000,000
2006A	2036	$350,000,000
2006C	2028	$38,500,000
2006D	2033	$135,000,000
2006E	2037	$400,000,000
2008A	2038	$600,000,000
2009A	2039	$500,000,000
2010A	2040	$500,000,000
2010B	2040	$500,000,000
2010C	2029	$100,000,000
2010D	2031	$75,000,000
2011B	2029	$55,540,000
2011E	2041	$250,000,000
2012A	2042	$400,000,000
2013A	2043	$400,000,000
2013C	2023	$600,000,000
2013D	2043	$800,000,000
2015A	2022	$78,571,000
2015B	2022	$325,000,000
2015C	2045	$425,000,000
2017A	2047	$1,800,000,000
2018B	2028	$400,000,000
2018C	2048	$1,300,000,000
2018D	2023	$300,000,000
2018E	2025	$900,000,000
2019A	2029	$500,000,000
2019B	2049	$600,000,000
2019C	2029	$500,000,000
2020A	2050	$1,200,000,000
2020B	2030	$550,000,000
2020C	2026	$350,000,000

2020D	2021	$900,000,000
2021A	2051	$750,000,000
2021B	2023	$400,000,000
2021C	2024	$400,000,000

2021D	2023	$350,000,000
2021E	2024	$700,000,000

WHEREAS, the Company proposes presently to issue in fully registered form only, without coupons, one new series of the Company's First and Refunding Mortgage Bonds, pursuant to resolutions of the Audit and Finance Committee of the Board of Directors or the Executive Committee of the Board of Directors of the Company, or actions by one or more officers of the Company, said new series to be designated as Series 2021F, Due 2022, Series 2021G, Due 2031 and Series 2021H, Due 2051 (referred to herein as the "Bonds"), and the Company's authorized bonded indebtedness has been increased to provide for the issuance of the Bonds; and

WHEREAS, the Company has acquired real and personal property since the execution and delivery of the One Hundred Forty-Sixth Supplemental Indenture which, with certain exceptions, is subject to the lien of the Amended Indenture by virtue of the after-acquired property clauses and other clauses thereof, and the Company now desires in this One Hundred Forty-Seventh Supplemental Indenture (hereinafter sometimes referred to as this "Supplemental Indenture") expressly to convey and confirm unto the Trustees all properties, whether real, personal or mixed, now owned by the Company (with the exceptions hereinafter noted); and

WHEREAS, for the purpose of further safeguarding the rights and interests of the holders of bonds under the Amended Indenture, the Company desires, in addition to such conveyance, to enter into certain covenants with the Trustees; and

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

NOW, THEREFORE, in order further to secure the payment of the principal of and interest on all of the bonds of the Company at any time outstanding under the Amended Indenture, as from time to time amended and supplemented, including specifically, but without limitation, the First and Refunding Mortgage Bonds, Series 2004B, Series 2004D, Series 2004E, Series 2004G,Series 2005B, Series 2005D, Series 2005E, Series 2006A, Series 2006D, Series 2006E, Series 2008A, Series 2008B, Series 2009A, Series 2010A, Series 2010B, Series 2010C, Series 2010D, Series 2011A, Series 2011B, Series 2011E, Series 2012A, Series 2013A, Series 2013C, Series 2013D, Series 2015A, Series 2015B, Series 2015C, Series 2017A, Series 2018A, Series 2018B, Series 2018C, Series 2018D, 2018E, 2019A, 2019B, 2019C, 2020A, 2020B, 2020C, 2020D,2021A, 2021B, 2021C, 2021D and 2021E referred to above, all of said bonds having been heretofore issued and being now outstanding, and the Bonds, in the initial aggregate principal amount of $1,375,000,000, to be presently issued and outstanding; and to secure the performance and observance of each and every of the covenants and agreements contained in the Amended Indenture, and without in any way limiting (except as hereinafter specifically provided) the generality or effect of the Original Indenture or any of said supplemental indentures executed and delivered prior to the execution and delivery of this Supplemental Indenture insofar as by any provision of any said Indenture any of the properties hereinafter referred to are subject to the lien and operation thereof, but to such extent (except as hereinafter specifically provided) confirming such lien and operation, and for and in consideration of the premises, and of the sum of One Dollar ($1.00) to the Company duly paid by the Trustees,

at or upon the ensealing and delivery of these presents (the receipt whereof is hereby acknowledged), the Company has executed and delivered this Supplemental Indenture and has granted, bargained, sold, aliened, released, conveyed, assigned, transferred, warranted, mortgaged, and pledged, and by these presents does grant, bargain, sell, alien, release, convey, assign, transfer, warrant, mortgage, and pledge unto the Trustees, their successors in trust and their assigns forever, in trust, with power of sale, all of the following:

All and singular the plants, properties (including goods which are or are to become fixtures), equipment, and generating, transmission, feeding, storing, and distributing systems, and facilities and utilities of the Company in the Counties of Fresno, Imperial, Inyo, Kern, Kings, Los Angeles, Madera, Merced, Modoc, Mono, Orange, Riverside, San Bernardino, San Diego, Santa Barbara, Stanislaus, Tulare, Tuolumne, and Ventura, in the State of California, Churchill, Clark, Lyon, Mineral,

Pershing, and Washoe, in the State of Nevada, La Paz and Maricopa, in the State of Arizona and elsewhere either within or without said States, with all and singular the franchises, ordinances, grants, easements, rights-of-way, permits, privileges, contracts, appurtenances, tenements, and other rights and property thereunto appertaining or belonging, as the same now exist and as the same or any and all parts thereof may hereafter exist or be improved, added to, enlarged, extended or acquired in said Counties, or elsewhere either within or without said States;

Together with, to the extent permitted by law, all other properties, real, personal, and mixed (including goods which are or are to become fixtures), except as herein expressly excepted, of every kind, nature, and description, including those kinds and classes of property described or referred to (whether specifically or generally or otherwise) in the Original Indenture and/or in any one or more of the indentures supplemental thereto, now or hereafter owned, possessed, acquired or enjoyed by or in any manner appertaining to the Company, and the reversion and reversions, remainder and remainders, tolls, incomes, revenues, rents, issues, and profits thereof; it being hereby intended and expressly agreed that all the business, franchises, and properties, real, personal, and mixed (except as herein expressly excepted), of every kind and nature whatsoever and wherever situated, now owned, possessed, or enjoyed, and which may hereafter be in anywise owned, possessed, acquired, or enjoyed by the Company, shall be as fully embraced within the provisions hereof and be subject to the lien created hereby and by the Original Indenture and said supplemental indentures executed and delivered prior to the execution and delivery of this Supplemental Indenture, as if said properties were particularly described herein;

Saving and excepting, however, anything contained herein or in the granting clauses of the Original Indenture, or of the above mentioned indentures supplemental thereto, or elsewhere contained in the Original Indenture or said supplemental indentures, to the contrary notwithstanding, from the property hereby or thereby mortgaged and pledged, all of the following property (whether now owned by the Company or hereafter acquired by it): all bills, notes, warrants, customers' service and extension deposits, accounts receivable, cash on hand or deposited in banks or with any governmental agency, contracts, choses in action, operating agreements and leases to others (as distinct from the property leased and without limiting any rights of the Trustees with respect thereto under any of the provisions of the Amended Indenture), all bonds, obligations, evidences of indebtedness, shares of stock and other securities, and certificates or evidences of interest therein, all office furniture and office equipment, motor vehicles and tools therefor, all materials, goods, merchandise, and supplies acquired for the purpose of sale in the ordinary course of business or for consumption in the operation of any property of the Company, and all electrical energy and other materials or products produced by the Company for sale, distribution, or use in the ordinary conduct of its business--other than any of the foregoing which has been or may be specifically transferred or assigned to or pledged or deposited with the Trustees, or any of them, under the Amended Indenture, or required by the provisions of the Amended Indenture, so to be; provided, however, that if, upon the occurrence of a default under the Amended Indenture, the Trustees, or any of them, or any receiver appointed under the Amended Indenture, shall enter upon and take possession of the mortgaged and pledged property, the Trustees, or such Trustee or such receiver may, to the extent permitted by law, at the same time likewise take possession of any and all of the property excepted by this paragraph then on hand which is used or useful in connection with the business of the Company, and collect, impound, use, and administer the same to the same extent as if such property were part of the mortgaged and pledged property

and had been specifically mortgaged and pledged hereunder, unless and until such default shall be remedied or waived and possession of the mortgaged and pledged property restored to the Company, its successors or assigns, and provided further, that upon the taking of such possession and until possession shall be restored as aforesaid, all such excepted property of which the Trustees, or such Trustee or such receiver shall have so taken possession, shall be and become subject to the lien hereof, subject, however, to any liens then existing on such excepted property.

And the Company does hereby covenant and agree with the Trustees, and the Trustees with the Company, as follows:

PART I

The Trustees shall have and hold all and singular the properties conveyed, assigned, mortgaged and pledged hereby or by the Amended Indenture, including property hereafter as well as

heretofore acquired, in trust for the equal and proportionate benefit and security of all present and future holders of the bonds and interest obligations issued and to be issued under the Amended Indenture, as from time to time amended and supplemented, without preference of any bond over any other bond by reason of priority in date of issuance, negotiation, time of maturity, or for any other cause whatsoever, except as otherwise in the Amended Indenture, as from time to time amended and supplemented, permitted, and to secure the payment of all bonds now or at any time hereafter outstanding under the Amended Indenture, as from time to time amended and supplemented, and the performance of and compliance with the covenants and conditions of the Amended Indenture, as from time to time amended and supplemented, and under and subject to the provisions and conditions and for the uses set forth in the Amended Indenture, as from time to time amended and supplemented.

PART II

Article I to Article Twenty-One, inclusive, of the Amended Indenture are hereby incorporated by reference herein and made a part hereof as fully as though set forth at length herein.

PART III

All of the terms appearing herein shall be defined as the same are now defined under the provisions of the Amended Indenture, except when expressly herein otherwise defined.

PART IV

Pursuant to Section 1 of Article Five of the Original Indenture, as amended by Part IV, Subpart C, of the Sixth Supplemental Indenture, dated as of September 1, 1940, the notice to be given with respect to the redemption of the Bonds in whole or in part, shall be limited to and shall consist of the giving by the Company or The Bank of New York Mellon Trust Company, N.A., Trustee, of a notice in writing (including by facsimile transmission or by electronic mail) of such redemption, at least 30 days, but not more than 60 days, prior to the date fixed for redemption to the holder of each Bond called for redemption at the holder's last address shown on the registry books of the Company. Failure to so provide such notice to the holder of any Bond shall not affect the validity of the redemption proceedings with respect to any other Bond.

PART V

The Bonds shall be in substantially the forms set forth in a resolution of the Board of Directors or the Executive Committee of the Board of Directors of the Company, or a certificate evidencing action by an officer or officers of the Company, and may have placed thereon such letters, numbers or other marks of identification and such legends or endorsements as set forth in this Supplemental Indenture or as may be required to comply with the Securities Act of 1933, as amended (the “Securities Act”), any other laws, any other rules of the Securities and Exchange Commission or any securities exchange, or as may, consistently herewith, be determined to be necessary or appropriate by the officers executing the Bonds, as evidenced by their execution of the Bonds.

PART VI

The duties, responsibilities, liabilities, immunities, rights, powers, and indemnities of the Trustees, and each of them, with respect to the trust created by the Amended Indenture, are hereby assumed by each of the Company and the Trustees and given to the Trustees, and each of them, with respect to the trust hereby created, and are so assumed and

given subject to all the terms and provisions with respect thereto as set forth in the Amended Indenture, as fully and to all intents and purposes as if the same were herein set forth at length; and this Supplemental Indenture is executed by the Trustees for the purpose of evidencing their consent to the foregoing.

The recitals contained herein shall be taken as the statements of the Company, and the Trustees assume no responsibility for the correctness thereof. The Trustees make no representations as to the validity or sufficiency of this Supplemental Indenture.

PART VII

The Series 2021F, 2021G and 2021H Bonds need not be issued at the same time and such series may be reopened at any time, without notice to or the consent of any then-existing holder or holders of any Bond, for issuances of additional Bonds in an unlimited principal amount. Any such additional Bonds will have the same interest rate, maturity and other terms as those of that series initially issued, except for payment of interest accruing prior to the original issue date of such additional Bonds and, if applicable, for the first interest payment date following such original issue date.

PART VIII

The Company covenants and represents that neither they nor any of their affiliates, subsidiaries, nor, to the knowledge of the Company, any directors or officers are the target or subject of any sanctions enforced by the US Government, (including, the Office of Foreign Assets Control of the US Department of the Treasury ("OFAC")), the United Nations Security Council, the European Union, Her Majesty's Treasury, or other relevant sanctions authority (collectively "Sanctions").

The Company covenants and represents that neither they nor any of their affiliates, subsidiaries, nor, to the knowledge of the Company, any directors or officers will use any part of the proceeds received in connection with the Supplemental Indenture or any other of the transaction documents (i) to fund or facilitate any activities of or business with any person who at the time of such funding or facilitation, is the subject or target of Sanctions, (ii) to fund or facilitate any activities of or business with any country or territory that is the target or subject of Sanctions, or (iii) in any other manner that will result in a violation of Sanctions by any person.

PART IX

Electronic Signatures. The words "execution", "signed", "signature", "delivery" and words of like import in or relating to this Supplemental Indenture and/or any document, notice, instrument or certificate to be signed and/or delivered in connection with this Supplemental Indenture and the transactions contemplated hereby shall be deemed to include Electronic Signatures (as defined below), electronic deliveries or the keeping of records in electronic form, each of which shall be of the same legal effect, validity or enforceability as a manually executed signature, physical delivery thereof or the use of a paper-based recordkeeping system, as the case may be.

"Electronic Signatures" means any electronic symbol or process attached to, or associated with, any contract or other record and adopted by a person with the intent to sign, authenticate or accept such contract or record.

PART X

The Trustee shall have the right to accept and act upon instructions, including funds transfer instructions ("Instructions") given pursuant to this Supplemental Indenture and delivered using Electronic Means; provided, however, that the Company shall provide to the Trustee an incumbency certificate listing officers with the authority to provide such Instructions ("Authorized Officers") and containing specimen signatures of such Authorized Officers, which incumbency certificate shall be amended by the Company whenever a person is to be added or

deleted from the listing. If the Company elects to give the Trustee Instructions using Electronic Means and the Trustee in its discretion elects to act upon such Instructions, the Trustee's understanding of such Instructions shall be deemed controlling. The Company understands and agrees that the Trustee cannot determine the identity of the actual sender of such Instructions and that the Trustee shall conclusively presume that directions that purport to have been sent by an Authorized Officer listed on the incumbency certificate provided to the Trustee have been sent by such Authorized Officer. The Company shall be responsible for ensuring that only Authorized Officers transmit such Instructions to the Trustee and that the Company and all Authorized Officers are solely responsible to safeguard the use and

confidentiality of applicable user and authorization codes, passwords and/or authentication keys upon receipt by the Company. The Trustee shall not be liable for any losses, costs or expenses arising directly or indirectly from the Trustee's reliance upon and compliance with such Instructions notwithstanding such directions conflict or are inconsistent with a subsequent written instruction. The Company agrees: (i) to assume all risks arising out of the use of Electronic Means to submit Instructions to the Trustee, including without limitation the risk of the Trustee acting on unauthorized Instructions, and the risk of interception and misuse by third parties; (ii) that it is fully informed of the protections and risks associated with the various methods of transmitting Instructions to the Trustee and that there may be more secure methods of transmitting Instructions than the method(s) selected by the Issuer; (iii) that the security procedures (if any) to be followed in connection with its transmission of Instructions provide to it a commercially reasonable degree of protection in light of its particular needs and circumstances; and (iv) to notify the Trustee immediately upon learning of any compromise or unauthorized use of the security procedures.

"Electronic Means" shall mean the following communications methods: e-mail, facsimile transmission, secure electronic transmission containing applicable authorization codes, passwords and/or authentication keys issued by the Trustee, or another method or system specified by the Trustee as available for use in connection with its services hereunder.

PART XI

As amended and supplemented by this Supplemental Indenture, the Amended Indenture is in all respects ratified and confirmed, and the Original Indenture and all said indentures supplemental thereto including this Supplemental Indenture, shall be read, taken, and considered as one instrument, and the Company agrees to conform to and comply with all and singular the terms, provisions, covenants, and conditions set forth therein and herein.

PART XII

In case any one or more of the provisions contained in this Supplemental Indenture should be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provisions contained in this Supplemental Indenture, and, to the extent and only to the extent that any such provision is invalid, illegal, or unenforceable, this Supplemental Indenture shall be construed as if such provision had never been contained herein.

PART XIII

This Supplemental Indenture may be simultaneously executed and delivered in any number of counterparts, each of which, when so executed and delivered, shall be deemed to be an original.

IN WITNESS WHEREOF, the Company has caused its corporate name and seal to be hereunto affixed and this Supplemental Indenture to be signed by its President, or one of its Vice Presidents and attested by the signature of its Secretary or one of its Assistant Secretaries, for and in its behalf; said The Bank of New York Mellon Trust Company, N.A. has caused its name to be hereunto affixed, and this Supplemental Indenture to be signed, by one of its Vice Presidents or Assistant Vice Presidents or Agents; and said D. G. Donovan has hereunto executed this Supplemental Indenture; all as of the day and year first above written. Executed in counterparts and in multiple.

SOUTHERN CALIFORNIA EDISON COMPANY

/s/ Natalia Woodward
NATALIA WOODWARD
Vice President and Treasurer

Attest:

/s/ Michael A. Henry
MICHAEL A. HENRY
Assistant Secretary

(Seal)

THE BANK OF NEW YORK MELLON TRUST COMPANY, N.A., Trustee

/s/ Eduardo Rodriguez
Name: EDUARDO RODRIGUEZ
Title: Vice President

/s/ D.G. Donovan
D.G. DONOVAN
Trustee

Signed in Counterpart

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 this 10th day of June, 2021, before me, WANDA S. GOO, a Notary Public, personally appeared NATALIA WOODWARD and MICHAEL A. HENRY, 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 on 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/ Wanda S. Goo
Notary Public, State of California

(Seal)

My Commission expires on May 8, 2022.

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 ILLINOIS }
} ss.
COUNTY OF COOK }

On this 10th day of June, 2021, before me, LAWRENCE M. KUSCH, a Notary Public, personally appeared EDUARDO RODRIGUEZ, Vice President of THE BANK OF NEW YORK MELLON TRUST COMPANY, N.A., Trustee, 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 executed the same in his authorized capacity, and that by his signature on the instrument the person, or entity on behalf of which the person acted, executed the instrument.

WITNESS my hand and official seal.

/s/ Lawrence M. Kusch
Notary Public, State of Illinois

(Seal)

My Commission expires on October 24, 2022.

STATE OF ILLINOIS }
} ss.
COUNTY OF COOK }

On this 10th day of June, 2021, before me, LAWRENCE M. KUSCH, a Notary Public, personally appeared D.G. DONOVAN, Trustee, 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 executed the same in his authorized capacity, and that by his signature on the instrument the person, or entity on behalf of which the person acted, executed the instrument.

WITNESS my hand and official seal.

/s/ Lawrence M. Kusch
Notary Public, State of Illinois

(Seal)

My Commission expires on October 24, 2022.

RECORDING REQUESTED BY

SOUTHERN CALIFORNIA EDISON COMPANY

WHEN RECORDED MAIL TO:

SOUTHERN CALIFORNIA EDISON COMPANY
TITLE AND REAL ESTATE SERVICES
2 INNOVATION WAY
POMONA, CA 91768
ATTENTION: CORPORATE REAL ESTATE

SPACE ABOVE THIS LINE FOR

RECORDER'S USE

ONE HUNDRED FORTY-SEVENTH SUPPLEMENTAL INDENTURE

Southern California Edison Company

to

The Bank of New York Mellon Trust Company, N.A.

and

D. G. Donovan,

Trustees

DATED AS OF JUNE 10, 2021

RECORDING DATA

ONE HUNDRED FORTY-SEVENTH SUPPLEMENTAL INDENTURE

The One Hundred Forty-Seven Supplemental Indenture of Southern California Edison Company, dated as of June 10, 2021, has been recorded and/or filed as follows:

STATE OF CALIFORNIA

County	Filing Date	Orig	Copy	Instrument Number, Book and Page
Fresno				
Imperial				
Inyo				
Kern				
Kings				
Los Angeles				
Madera				
Merced				
Modoc				
Mono				
Orange				
Riverside				
San Bernardino				
San Diego				
Santa Barbara				
Stanislaus				
Tulare				
Tuolumne				
Ventura				

STATE OF ARIZONA

County
La Paz
Maricopa

STATE OF NEVADA

County
Churchill
Clark
Lyon
Mineral
Pershing
Washoe

Exhibit 4.2

CERTIFICATE AS TO ACTIONS TAKEN BY OFFICER

OF SOUTHERN CALIFORNIA EDISON COMPANY

Adopted June 9, 2021

RE: CREATION AND ISSUANCE OF FOUR NEW SERIES OF FIRST AND REFUNDING MORTGAGE BONDS

WHEREAS, by resolution adopted on April 22, 2020 entitled "Resolution Re: Authorization of Increase in Short-Term Borrowings and by resolution adopted on December 9, 2020 entitled "Resolution Re: Financing Authorization and Interest Rate Hedging – Approval of Clearing Exception" (the "Resolutions"), the Audit and Finance Committee ("AFC") of the Board of Directors of this corporation, respectively delegated to the undersigned officer the authority to authorize and create an additional bonded indebtedness of this corporation to be represented by three new series of its First and Refunding Mortgage Bonds, Series 2021F (the "Series 2021F Bonds"), Series 2021G (the "Series 2021G Bonds") and Series 2021H (the "Series 2021H Bonds") and together, the "New Bonds") and take all other actions necessary to create the New Bonds and cause the New Bonds to be issued, sold, and delivered;

WHEREAS, by the Resolutions, the AFC acting pursuant to authority delegated to them by such Board of Directors, delegated to the undersigned officer the authority to authorize and create additional bonded indebtedness of this corporation; and

NOW, THEREFORE, BE IT RESOLVED, that pursuant to the Resolutions and the Trust Indenture dated as of October 1, 1923, between this corporation and The Bank of New York Mellon Trust Company, N.A. (successor to

Harris Trust and Savings Bank) and D. G. Donovan (successor to Pacific-Southwest Trust & Savings Bank), as Trustees, as amended and supplemented, including as supplemented or proposed to be supplemented by the One Hundred

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Forty-Seventh Supplemental Indenture (the "Supplemental Indenture" and collectively, the "Trust Indenture"), the undersigned officer hereby executes and delivers this certificate and takes the actions set forth herein.

BE IT FURTHER RESOLVED, that the undersigned officer hereby authorizes and creates an authorized bonded indebtedness of this corporation in the initial aggregate principal amount of $1,375,000,000, which shall be an increase of, and in addition to, all presently existing authorized bonded indebtedness of this corporation, and which shall be represented by the New Bonds.

BE IT FURTHER RESOLVED, that the President or any Vice President and the Secretary or any Assistant Secretary of this corporation are authorized and directed, pursuant to the provisions of Section 1 of Article Two of the Trust Indenture, to sign and present to The Bank of New York Mellon Trust Company, N.A., as Trustee, a certificate stating that the authorized bonded indebtedness of this corporation has been so increased.

BE IT FURTHER RESOLVED, that each of the Chairman of the Board, the Chief Executive Officer, the President, the Senior Vice President and Chief Financial Officer, the Vice President and Treasurer, or any Assistant Treasurer, or any of them acting alone, is authorized and directed to execute and deliver the One Hundred Forty-Seventh Supplemental Indenture, in such form as the officer acting may approve, such approval to be evidenced by the execution thereof, and to cause this corporation to perform all of its obligations under the One Hundred Forty-Seventh Supplemental Indenture.

BE IT FURTHER RESOLVED, that, subject to the execution and delivery of the One Hundred Forty-Seventh Supplemental Indenture, the Series 2021F

Bonds, to be issued under and secured by the Trust Indenture, are hereby created in the initial aggregate principal amount of

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$475,000,000, and the Series 2021F Bonds are hereby designated as "Floating Rate First and Refunding Mortgage Bonds, Series 2021F, Due 2022"; the Series 2021F Bonds shall be dated as of their date of issuance, shall mature on June 13, 2022 and shall bear interest from June 14, 2021, at a floating rate equal to Compounded SOFR, determined as described below, plus 0.35% (0.35%, the "Series 2021F Margin") thereof, payable on September 13, 2021, December 13, 2021, March 13, 2022 and at maturity (each, a "Series 2021F Payment Date"); the principal of and premium, if any, and interest on the Series 2021F Bonds shall be payable at the offices of The Bank of New York Mellon Trust Company, N.A., in Chicago, Illinois, or at such other agency or agencies as may be designated by this corporation; all principal, premium, if any, and interest shall be payable in such coin or currency of the United States of America as at the time of payment shall be legal tender for public and private debts; and the Series 2021F Bonds shall be transferable only on the books of this corporation at the places designated above for the payment of the principal of and premium, if any, and interest on the Series 2021F Bonds, or at such other agency or agencies as may be designated by this corporation. The Series 2021F Bonds shall be issuable only as fully registered bonds, without coupons, in denominations of $1,000 and integral multiples of $1,000 in excess thereof; the definitive Series 2021F Bonds shall be numbered R-1 upward; and the definitive Series 2021F Bonds, and the Certificate of Authentication to be endorsed upon each of the Series 2021F Bonds, and shall be substantially in the following form with such legends thereon and changes therein as may be deemed necessary or appropriate by the officer or officers executing the same, and the blanks therein to be properly filled:

(Form of Definitive Series 2021F Bond)

SOUTHERN CALIFORNIA EDISON COMPANY
Floating Rate First and Refunding Mortgage Bonds, Series 2021F, Due 2022

No. ____ $_____

SOUTHERN CALIFORNIA EDISON COMPANY, a corporation organized and existing under and by virtue of the laws of the State of California (hereinafter called the "Company"), for value received, hereby promises to pay to _____, the registered owner hereof, the principal sum of $475,000,000 on June 13, 2022, and to pay interest on the unpaid principal amount hereof to the registered owner hereof from June 14, 2021, until said principal sum shall be paid, at a floating interest rate equal to Compounded SOFR, as determined below, plus 0.35% ("Series 2021F Margin") , payable on September 13, 2021, December 13, 2021, March 13, 2022 and at maturity (each, a "Series 2021F Payment Date"), beginning September 13, 2021. Such interest shall be paid to the person in whose name this Bond is registered at the close of business on (1) the business day immediately preceding the Series 2021F Payment Date if this Bond is in book-entry only form, or (2) the 15th calendar day before each Series 2021F Payment Date if this Bond is not in book-entry only form.

Interest on this Bond will accrue from and including the date of original issuance to but excluding the first Series 2021F Payment Date. Starting on the first Series 2021F Payment Date, interest on this Bond will accrue from and including the last Series 2021F Payment Date to which the Company has paid, or duly provided for the payment of, interest on this Bond to but excluding the next succeeding Series 2021F Payment Date. No interest will accrue on this Bond for the day that this Bond matures. The amount of interest payable for any period will be computed on the basis of a 360-day year and the actual number of days in the Observation Period (as defined below).

If any Series 2021F Payment Date falls on a day that is not a business day, as defined below, the Company will make the interest payment on the next succeeding business day unless that business day is in the next succeeding calendar month, in which case (other than in the case of the maturity date) the Company will make the interest payment on the immediately preceding business day. If an interest payment is made on the next succeeding business day, no interest will accrue as a result of the delay in payment.

Compounded SOFR. "Compounded SOFR" will be determined by the calculation agent in accordance with the following formula (and the resulting percentage will be rounded, if necessary, to the nearest one hundred-thousandth of a percentage point):

$$\left(\frac{SOFR\ Index_{End}}{SOFR\ Index_{Start}} - 1 \right) \times \frac{360}{d_c}$$

where:

"SOFR $Index_{Start}$" = For periods other than the initial interest period, the SOFR Index value on the preceding Interest Payment Determination Date, and, for the initial interest period, the SOFR Index value two U.S. Government Securities Business Days before the initial issue date;

"SOFR $Index_{End}$" = The SOFR Index value on the Interest Payment Determination Date relating to the Series 2021F Payment Date (or, in the final interest period, relating to the maturity date); and

"d_c" is the number of calendar days in the relevant Observation Period.

For purposes of determining Compounded SOFR:

"Interest Payment Determination Date" means the date two U.S. Government Securities Business Days before each Series 2021F Payment Date.

"Observation Period" means in respect of each interest period, the period from, and including, the date that is two U.S. Government Securities Business Days preceding the first date in such interest period to, but excluding, the date that is two U.S. Government Securities Business Days preceding the Series 2021F Payment Date for such interest period (or in the final interest period, preceding the applicable maturity date)

"SOFR Index" means, with respect to any U.S. Government Securities Business Day:

(1) the SOFR Index value as published by the SOFR Administrator (as defined below) as such index appears on the SOFR Administrator's Website at 3:00 p.m. (New York time) on such U.S. Government Securities Business Day (the "SOFR Index Determination Time"); provided that:

(2) if a SOFR Index value does not so appear as specified in (1) above at the SOFR Index Determination Time, then: (i) if a Benchmark Transition Event and its related Benchmark Replacement Date have not occurred with respect to SOFR, then Compounded SOFR shall be the rate determined pursuant to the "SOFR Index Unavailable Provisions" described below; or (ii) if a Benchmark Transition Event and its related Benchmark Replacement Date have occurred with respect to SOFR, then Compounded SOFR shall be the rate determined pursuant to the "Effect of Benchmark Transition Event" provisions described below.

"SOFR" means the daily secured overnight financing rate as provided by the SOFR Administrator on the SOFR Administrator's Website.

"SOFR Administrator" means the Federal Reserve Bank of New York (or a successor administrator of SOFR).

"SOFR Administrator's Website" means the website of the Federal Reserve Bank of New York, currently at http://www.newyorkfed.org, or any successor source.

"U.S. Government Securities Business Day" means any day except for a Saturday, a Sunday or a day on which the Securities Industry and Financial Markets Association recommends that

the fixed income departments of its members be closed for the entire day for purposes of trading in U.S. government securities.

Notwithstanding anything to the contrary in the documentation relating to the Series 2021F Bonds, if the Company (or its Designee) determines on or prior to the relevant Reference Time (as defined below) that a Benchmark Transition Event and its related Benchmark Replacement Date have occurred with respect to determining Compounded SOFR, then the benchmark replacement provisions set forth below under "Effect of Benchmark Transition Event" will thereafter apply to all determinations of the rate of interest payable on the Series 2021F Bonds.

For the avoidance of doubt, in accordance with the benchmark replacement provisions, after a Benchmark Transition Event and its related Benchmark Replacement Date have occurred, the interest rate for each interest period on the Series 2021F Bonds will be an annual rate equal to the sum of the Benchmark Replacement and the Series 2021F Margin.

SOFR Index Unavailable Provisions. If a SOFR $\text{Index}_{\text{Start}}$ or SOFR $\text{Index}_{\text{End}}$ is not published on the associated Interest Payment Determination Date and a Benchmark Transition Event and its related Benchmark Replacement Date have not occurred with respect to SOFR, "Compounded SOFR" means, for the applicable interest period for which such index is not available, the rate of return on a daily compounded interest investment calculated in accordance with the formula for SOFR Averages, and definitions required for such formula, published on the SOFR Administrator's Website at https://www.newyorkfed.org/markets/treasury-repo-reference-rates-information. For the purposes of this provision, references in the SOFR Averages compounding formula and related definitions to "calculation period" shall be replaced with "Observation Period" and the words "that is, 30-, 90-, or 180- calendar days" shall be removed. If SOFR does not so appear for any day, "i" in the Observation Period, SOFRi for such day "i" shall be SOFR published in respect of the first preceding U.S. Government Securities Business Day for which SOFR was published on the SOFR Administrator's Website.

Effect of Benchmark Transition Event

Benchmark Replacement

If the Company (or its Designee) determine that a Benchmark Transition Event and its related Benchmark Replacement Date have occurred prior to the Reference Time in respect of any determination of the Benchmark on any date, the Benchmark Replacement will replace the then-current Benchmark for all purposes relating to the Series 2021F Bonds in respect of such determination on such date and all determinations on all subsequent dates.

Benchmark Replacement Conforming Changes

In connection with the implementation of a Benchmark Replacement, the Company (or its Designee) will have the right to make Benchmark Replacement Conforming Changes from time to time.

Decisions and Determinations

Any determination, decision or election that may be made by the Company (or its Designee) pursuant this subsection "Effect of Benchmark Transition Event," including any determination

with respect to tenor, rate or adjustment or of the occurrence or non-occurrence of an event, circumstance or date and any decision to take or refrain from taking any action or any selection, will be conclusive and binding absent manifest error, will be made in the Company's (or its Designee's) sole discretion, and, notwithstanding anything to the contrary in any documentation relating to this Bond, shall become effective without consent from the holders of the Series 2021F Bonds or any other party.

Certain Defined Terms

As used in this subsection "Effect of Benchmark Transition Event," the following terms have the following meanings:

"Benchmark" means, initially, Compounded SOFR, as such term is defined above; provided that if a Benchmark Transition Event and its related Benchmark Replacement Date have occurred with respect to Compounded SOFR (or the published SOFR Index used in the calculation thereof) or the then-current Benchmark, then "Benchmark" means the applicable Benchmark Replacement.

"Benchmark Replacement" means the first alternative set forth in the order below that can be determined by the Company (or its Designee) as of the Benchmark Replacement Date:

(1) the sum of: (a) the alternate rate of interest that has been selected or recommended by the Relevant Governmental Body as the replacement for the then-current Benchmark and (b) the Benchmark Replacement Adjustment;

(2) the sum of: (a) the ISDA Fallback Rate and (b) the Benchmark Replacement Adjustment; and

(3) the sum of: (a) the alternate rate of interest that has been selected by the Company (or its Designee) as the replacement for the then-current Benchmark giving due consideration to any industry-accepted rate of interest as a replacement for the then-current Benchmark for U.S. dollar denominated floating rate notes at such time and (b) the Benchmark Replacement Adjustment.

"Benchmark Replacement Adjustment" means the first alternative set forth in the order below that can be determined by the Company (or its Designee) as of the Benchmark Replacement Date:

(1) the spread adjustment, or method for calculating or determining such spread adjustment, (which may be positive or negative value or zero) that has been selected or recommended by the Relevant Governmental Body for the applicable Unadjusted Benchmark Replacement;

(2) if the applicable Unadjusted Benchmark Replacement is equivalent to the ISDA Fallback Rate, then the ISDA Fallback Adjustment; and

(3) the spread adjustment (which may be a positive or negative value or zero) that has been selected by the Company (or its Designee) giving due consideration to any industry-accepted spread adjustment, or method for calculating or determining such spread adjustment, for the replacement of the then-current Benchmark with the applicable Unadjusted Benchmark Replacement for U.S. dollar denominated floating rate notes at such time.

The Benchmark Replacement Adjustment shall not include the Series 2021F Margin specified in the prospectus supplement and such Series 2021F Margin shall be applied to the Benchmark Replacement to determine the interest payable on this Bond.

"Benchmark Replacement Conforming Changes" means, with respect to any Benchmark Replacement, any technical, administrative or operational changes (including changes to the definition or interpretation of "interest period", timing and frequency of determining rates and making payments of interest, rounding of amounts or tenor, and other administrative matters), or any other changes to any other terms or provisions of the bonds, in each case that the Company (or its Designee) decide may be appropriate to reflect the adoption of such Benchmark Replacement in a manner substantially consistent with market practice (or, if the Company (or its Designee) decide that adoption of any portion of such market practice is not administratively feasible or if the Company (or its Designee) determine that no market practice for use of the Benchmark Replacement exists, in such other manner as the Company (or its Designee) determine is reasonably necessary or practicable).

"Benchmark Replacement Date" means the earliest to occur of the following events with respect to the then-current Benchmark:

(1) in the case of clause (1) or (2) of the definition of "Benchmark Transition Event," the later of (a) the date of the public statement or publication of information referenced therein and (b) the date on which the administrator of the Benchmark permanently or indefinitely ceases to provide the Benchmark; or

(2) in the case of clause (3) of the definition of "Benchmark Transition Event," the date of the public statement or publication of information referenced therein.

For the avoidance of doubt, if the event giving rise to the Benchmark Replacement Date occurs on the same day as, but earlier than, the Reference Time in respect of any determination, the Benchmark Replacement Date will be deemed to have occurred prior to the Reference Time for such determination.

"Benchmark Transition Event" means the occurrence of one or more of the following events with respect to the then-current Benchmark (including the daily published component used in the calculation thereof):

(1) a public statement or publication of information by or on behalf of the administrator of the Benchmark (or such component) announcing that such administrator has ceased or will cease to provide the Benchmark (or such component), permanently or indefinitely, provided that, at the time of such statement or publication, there is no successor administrator that will continue to provide the Benchmark (or such component);

(2) a public statement or publication of information by the regulatory supervisor for the administrator of the Benchmark (or such component), the central bank for the currency of the Benchmark (or such component), an insolvency official with jurisdiction over the administrator for the Benchmark (or such component), a resolution authority with jurisdiction over the administrator for the Benchmark (or such component) or a court or an entity with similar insolvency or resolution authority over the administrator for the Benchmark (or such component), which states that the administrator of the Benchmark (or such component) has ceased or will cease to provide the Benchmark (or such component) permanently or indefinitely, provided that, at the time of such statement or publication, there is no successor administrator that will continue to provide the Benchmark (or such component); or

(3) a public statement or publication of information by the regulatory supervisor for the administrator of the Benchmark announcing that the Benchmark is no longer representative.

"ISDA Definitions" means the 2006 ISDA Definitions published by the International Swaps and Derivatives Association, Inc. or any successor thereto, as amended or supplemented from time to time, or any successor definitional booklet for interest rate derivatives published from time to time.

"ISDA Fallback Adjustment" means the spread adjustment (which may be a positive or negative value or zero) that would apply for derivatives transactions referencing the ISDA Definitions to be determined upon the occurrence of an index cessation event with respect to the Benchmark.

"ISDA Fallback Rate" means the rate that would apply for derivatives transactions referencing the ISDA Definitions to be effective upon the occurrence of an index cessation date with respect to the Benchmark for the applicable tenor excluding the applicable ISDA Fallback Adjustment.

"Reference Time" with respect to any determination of the Benchmark means (1) if the Benchmark is Compounded SOFR, the SOFR Index Determination Time, as such time is defined above, and (2) if the Benchmark is not Compounded SOFR, the time determined by the Company (or its Designee) in accordance with the Benchmark Replacement Conforming Changes.

"Relevant Governmental Body" means the Federal Reserve Board and/or the Federal Reserve Bank of New York, or a committee officially endorsed or convened by the Federal Reserve Board and/or the Federal Reserve Bank of New York or any successor thereto.

"Unadjusted Benchmark Replacement" means the Benchmark Replacement excluding the Benchmark Replacement Adjustment.

The principal of and interest on this Bond are payable at the offices of The Bank of New York Mellon Trust Company, N.A., as Trustee, in Chicago, Illinois, or at such other agency or agencies as may be designated by the Company, in such coin or currency of the United States of America as at the time of payment is legal tender for public and private debts.

This Bond is one of a series, designated as "Series 2021F, Due 2022," of a duly authorized issue of bonds of the Company, known as its "First and Refunding Mortgage Bonds," issued and to be issued in one or more series under and all equally and ratably secured by a Trust Indenture dated as of October 1, 1923, and indentures supplemental thereto, including the One Hundred Forty-Seventh Supplemental Indenture, to be dated as of June 10, 2021, which have been duly executed, acknowledged and delivered by the Company to The Bank of New York Mellon Trust Company, N.A. and D. G. Donovan, or one of their predecessors, as Trustees, to which original indenture and indentures supplemental thereto (collectively, the "Trust Indenture") reference is hereby made for a description of the property, rights and franchises thereby mortgaged and pledged, the nature and extent of the security thereby created, the rights of the holders of this Bond and of the Trustees in respect of such security, and the terms, restrictions and conditions upon which the bonds are issued and secured.

This Bond may not be redeemed prior to its stated maturity.

If default shall be made in the payment of any installment of principal of or interest on this Bond or in the performance or observance of any of the covenants and agreements contained in the Trust Indenture, and such default shall continue as provided in the Trust Indenture, then the principal of this Bond may be declared and become due and payable as provided in the Trust Indenture.

This Bond is transferable only on the books of the Company at any of the places designated above for the payment of the principal of and premium, if any, or interest on this Bond, or at such other agency or agencies as may be designated by the Company, by the registered owner or by an attorney of such owner duly authorized in writing, on surrender hereof properly endorsed, and upon such surrender hereof, and the payment of charges, a new registered bond or bonds of this series, of an equal aggregate principal amount, will be issued to the transferee in lieu hereof, as provided in the Trust Indenture.

The terms of the Trust Indenture may be modified as set forth in the Trust Indenture; provided, however, that, among other things, (1) the obligation of the Company to pay the principal of and premium, if any, and interest on all bonds outstanding under the Trust Indenture, as at the time in effect, shall continue unimpaired, (2) no modification shall give any of said bonds any preference over any other of said bonds, and (3) no modification shall authorize the creation of any lien prior to the lien of the Trust Indenture on any of the trust property.

No recourse shall be had for the payment of the principal of and premium, if any, or interest on this Bond, or any part thereof, or for or on account of the consideration herefor, or for any claim based hereon, or otherwise in respect hereof, or of the Trust

Indenture, against any past, present or future stockholder, officer or director of the Company or of any predecessor or successor company, whether for amounts unpaid on stock subscriptions, or by virtue of any statue

or constitution, or by the enforcement of any assessment or penalty, or because of any representation or inference arising from the capitalization of the Company or of such predecessor or successor company, or otherwise; all such liability being, by the acceptance hereof and as a part of the consideration for the issue hereof, expressly released.

This Bond shall not be valid or obligatory for any purpose until it shall have been authenticated by the execution of the certificate of authentication hereon of The Bank of New York Mellon Trust Company, N.A., as Trustee, or its successor in trust.

IN WITNESS WHEREOF, Southern California Edison Company has caused this Bond to be executed in its name by its President or one of its Vice Presidents and its corporate seal to be hereto affixed and attested by its Secretary or one of its Assistant Secretaries, as of June __, 2021, such execution and attestation to be by manual or facsimile signatures.

SOUTHERN CALIFORNIA EDISON COMPANY

ATTEST: _____ By: _____

[Assistant] Secretary [Vice] President

(Form of Certificate of Authentication for all Series 2021F Bonds)

Trustee's Certificate

This is to certify that this Bond is one of the Bonds, of the series designated therein, described and referred to in the Trust Indenture within mentioned.

THE BANK OF NEW YORK MELLON TRUST COMPANY, N.A., TRUSTEE

By _____
[Authorized Agent]

(End of Form of Series 2021F Bond)

BE IT FURTHER RESOLVED, that, subject to the execution and delivery of the Supplemental Indenture, the Series 2021G Bonds, to be issued under and secured by the Trust Indenture, are hereby created in the initial aggregate principal

amount of $450,000,000, and the Series 2021G Bonds are hereby designated as “First and Refunding Mortgage Bonds, Series

2021G, Due 2031"; the Series 2021G Bonds shall be dated as of their date of issuance, shall mature on June 1, 2031 and shall bear interest from June 14, 2021, at the rate of 2.50% per annum on the principal amount thereof, payable semiannually on June 1 and December 1 of each year (each, a "Series 2021G Payment Date"); the principal of and premium, if any, and interest on the Series 2021G Bonds shall be payable at the offices of The Bank of New York Mellon Trust Company, N.A., in Chicago, Illinois, or at such other agency or agencies as may be designated by this corporation; all principal, premium, if any, and interest shall be payable in such coin or currency of the United States of America as at the time of payment shall be legal tender for public and private debts; the Series 2021G Bonds shall be transferable only on the books of this corporation at the places designated above for the payment of the principal of and premium, if any, and interest on the Series 2021G Bonds, or at such other agency or agencies as may be designated by this corporation; the Series 2021G Bonds shall be issuable only as fully registered bonds, without coupons, in denominations of $1,000 and integral multiples of $1,000 in excess thereof; the definitive Series 2021G Bonds shall be numbered from R-1 upward; and the definitive Series 2021G Bonds, and the Certificate of Authentication to be endorsed upon each of the Series 2021G Bonds; and shall be substantially in the following form with such legends thereon and changes therein as may be deemed necessary or appropriate by the officer or officers executing the same, and the blanks therein to be properly filled:

(Form of Definitive Series 2021G Bond)

SOUTHERN CALIFORNIA EDISON COMPANY
First and Refunding Mortgage Bonds, Series 2021G, Due 2031

No. ____ $_____

SOUTHERN CALIFORNIA EDISON COMPANY, a corporation organized and existing under and by virtue of the laws of the State of California (hereinafter called the

"Company"), for value received, hereby promises to pay to _____, the registered owner hereof,

the principal sum of $450,000,000 on June 1, 2031, and to pay interest on the unpaid principal amount hereof to the registered owner hereof from June 14, 2021, until said principal sum shall be paid, at the rate of 2.50% per annum, payable semiannually on June 1 and December 1 of each year (each, a "Series 2021G Payment Date"), beginning December 1, 2021. Such interest shall be paid to the person in whose name this Bond is registered at the close of business on (1) the business day immediately preceding the Series 2021G Payment Date if this Bond is in book-entry only form, or (2) the 15th calendar day before each Series 2021G Payment Date if this Bond is not in book-entry only form. The amount of interest payable for any period shall be computed on the basis of a 360-day year consisting of twelve 30-day months, provided that the amount of interest payable for any period shorter or longer than a full interest period will be completed on the basis of a 360-day year consisting of twelve 30-day months and the actual number of days elapsed in the period using 30-day months.

The principal of and interest on this Bond are payable at the offices of The Bank of New York Mellon Trust Company, N.A., as Trustee, in Chicago, Illinois, or at such other agency or agencies as may be designated by the Company, in such coin or currency of the United States of America as at the time of payment is legal tender for public and private debts.

This Bond is one of a series, designated as "Series 2021G, Due 2031," of a duly authorized issue of bonds of the Company, known as its "First and Refunding Mortgage Bonds," issued and to be issued in one or more series under and all equally and ratably secured by a Trust Indenture dated as of October 1, 1923, and indentures supplemental thereto, including the One Hundred Forty-Seventh Supplemental Indenture, to be dated as of June 10, 2021, which have been duly executed, acknowledged and delivered by the Company to The Bank of New York Mellon Trust Company, N.A. and D. G. Donovan, or one of their predecessors, as Trustees, to which original indenture and indentures supplemental thereto (collectively, the "Trust Indenture") reference is hereby made for a description of the property, rights and franchises thereby mortgaged and pledged, the nature and extent of the security thereby created, the rights of the holders of this Bond and of the Trustees in respect of such security, and the terms, restrictions and conditions upon which the bonds are issued and secured.

This Bond may be redeemed, in whole or in part, at the option of the Company, at any time prior to its maturity, after notice given in writing (including by facsimile transmission or electronic mail) to the registered owner hereof at the last address shown on the registry books of the Company, by the Company or The Bank of New York Mellon Trust Company, N.A., as Trustee, at least 30 days, but not more than 60 days, before the date fixed for redemption, at a redemption price equal to (a) if the date fixed for redemption is before March 1, 2031, the greater of (1) the principal amount redeemed or (2) the sum of the present values of the remaining scheduled payments of principal and interest (excluding any interest accrued from the immediately preceding Series 2021G Payment Date to the date fixed for redemption) on this Bond being redeemed, discounted to the date fixed for redemption on a semi-annual basis (assuming a 360-day year consisting of twelve 30-day months) at the Treasury Yield plus 20 basis points, plus accrued and unpaid interest to the date fixed for redemption and (b) if the date fixed for redemption is on or after March 1, 2031, 100 percent of the principal

amount of the Series 2021G Bonds being redeemed plus accrued and unpaid interest thereon to but excluding the date of redemption.

"Treasury Yield" means, for any date fixed for redemption, the rate per year equal to the semi-annual equivalent yield to maturity of the Comparable Treasury Issue, assuming a price for the Comparable Treasury Issue (expressed as a percentage of its principal amount) equal to the Comparable Treasury Price for the date fixed for redemption.

"Comparable Treasury Issue" means the United States Treasury security or securities selected by an Independent Investment Banker as having an actual or interpolated maturity comparable to the remaining term to stated maturity of the Series 2021G Bonds to be redeemed (assuming for such purpose that the Series 2021G Bonds mature on March 1, 2031).

"Comparable Treasury Price" means, for any date fixed for redemption, the average of four Reference Treasury Dealer Quotations for the date fixed for redemption, after excluding the highest and lowest such Reference Treasury Dealer Quotations.

"Independent Investment Banker" means one of the Reference Treasury Dealers appointed by the Company or its successor or, if such firm or its successor, as applicable, is unwilling or unable to select the Comparable Treasury Issue, one of the remaining Reference Treasury Dealers appointed by the Company.

"Reference Treasury Dealer" means each of (1) Citigroup Global Market Inc., Credit Suisse Securities (USA) LLC, and Morgan Stanley & Co., LLC, and any other Primary Treasury Dealer designated by, and not affiliated with, any of the foregoing or their successors, provided, however, that if any of the foregoing, or any of their designees, ceases to be a Primary Treasury Dealer, the Company will appoint another Primary Treasury Dealer as a substitute, and (2) any other Primary Treasury Dealer selected by Company.

"Reference Treasury Dealer Quotations" means, for each Reference Treasury Dealer and any date fixed for redemption, the average, as determined by the Independent Investment Banker, of the bid and asked prices for the Comparable Treasury Issue (expressed in each case as a percentage of its principal amount) quoted in writing to the Independent Investment Banker by the Reference Treasury Dealer at 5:00 p.m. New York City time on the third business day preceding the date fixed for redemption.

If the Company elects to redeem fewer than all the Series 2021G Bonds, The Bank of New York Mellon Trust Company, N.A., as Trustee, will select the particular bonds to be redeemed on a *pro rata* basis, by lot or by such other method of random selection, if any, that The Bank of New York Mellon Trust Company, N.A., as Trustee, deems fair and appropriate; provided, however, that as long as this Bond is held with a depositary, any such selection shall be in accordance with such depositary's applicable procedures.

Any notice of redemption, at the Company's option, may state that the redemption will be conditional upon receipt by the paying agent, on or prior to the date fixed for the redemption, of money sufficient to pay the principal of and premium, if any, and interest, if any, on the Series 2021G Bonds to be redeemed and that if the money has not been so received, the notice will be of no force and effect and the Company will not be required to redeem this Bond.

The Trust Indenture makes provision for a Special Trust Fund and permits the use of moneys therein for the purpose, among others, of redeeming or purchasing this Bond.

If default shall be made in the payment of any installment of principal of or interest on this Bond or in the performance or observance of any of the covenants and agreements contained in the Trust Indenture, and such default shall continue as provided in the Trust Indenture, then the principal of this Bond may be declared and become due and payable as provided in the Trust Indenture.

This Bond is transferable only on the books of the Company at any of the places designated above for the payment of the principal of and premium, if any, or interest on this Bond, or at such other agency or agencies as may be designated by the Company, by the registered owner or by an attorney of such owner duly authorized in writing, on surrender hereof properly endorsed, and upon such surrender hereof, and the payment of charges, a new registered bond or bonds of this series, of an equal aggregate principal amount, will be issued to the transferee in lieu hereof, as provided in the Trust Indenture.

The terms of the Trust Indenture may be modified as set forth in the Trust Indenture; provided, however, that, among other things, (1) the obligation of the Company to pay the principal of and premium, if any, and interest on all bonds outstanding under the Trust Indenture, as at the time in effect, shall continue unimpaired, (2) no modification shall give any of said bonds any preference over any other of said bonds, and (3) no modification shall authorize the creation of any lien prior to the lien of the Trust Indenture on any of the trust property.

No recourse shall be had for the payment of the principal of and premium, if any, or interest on this Bond, or any part thereof, or for or on account of the consideration herefor, or for any claim based hereon, or otherwise in respect hereof, or of the Trust Indenture, against any past, present or future stockholder, officer or director of the Company or of any predecessor or successor company, whether for amounts unpaid on stock subscriptions, or by virtue of any statue or constitution, or by the enforcement of any assessment or penalty, or because of any representation or inference arising from the capitalization of the Company or of such predecessor or successor company, or otherwise; all such liability being, by the acceptance hereof and as a part of the consideration for the issue hereof, expressly released.

This Bond shall not be valid or obligatory for any purpose until it shall have been authenticated by the execution of the certificate of authentication hereon of The Bank of New York Mellon Trust Company, N.A., as Trustee, or its successor in trust.

IN WITNESS WHEREOF, Southern California Edison Company has caused this Bond to be executed in its name by its President or one of its Vice Presidents and its corporate seal to be hereto affixed and attested by its Secretary or one of its Assistant Secretaries, as of June__, 2021, such execution and attestation to be by manual or facsimile signatures.

SOUTHERN CALIFORNIA
EDISON COMPANY

ATTEST: _____ By: _____

[Assistant] Secretary [Vice] President

(Form of Certificate of Authentication for all Series 2021G Bonds)

Trustee's Certificate

This is to certify that this Bond is one of the Bonds, of the series designated therein, described and referred to in the Trust Indenture within mentioned.

THE BANK OF NEW YORK MELLON TRUST COMPANY, N.A., TRUSTEE

By _____
[Authorized Agent]

(End of Form of Series 2021G Bond)

BE IT FURTHER RESOLVED, that, subject to the execution and delivery of the Supplemental Indenture, the Series 2021H Bonds, to be issued under and secured by the Trust Indenture, are hereby created in the initial aggregate principal amount of $450,000,000, and the Series 2021H Bonds are hereby designated as "First and Refunding Mortgage Bonds, Series 2021H, Due 2051"; the Series 2021H Bonds shall be dated as of their date of issuance, shall mature on June 1, 2051 and shall bear interest from June 14, 2021, at the rate of 3.65% per annum on the principal amount thereof, payable semiannually on June 1 and December 1 of each year (each, a "Series 2021H Payment Date"); the principal of and premium, if any, and interest on the Series 2021H Bonds shall be payable at the offices of The Bank of New York Mellon Trust Company, N.A., in Chicago, Illinois, or at such other agency or agencies as may be designated by this corporation; all principal, premium, if any, and interest shall be payable in such coin or currency of the United States of America as at the time of payment shall be legal tender for public and private debts; the Series 2021H Bonds shall

be transferable only on the books of this corporation at the places designated above for the payment of the principal of and premium, if any,

and interest on the Series 2021H Bonds, or at such other agency or agencies as may be designated by this corporation; the Series 2021H Bonds shall be redeemable, at the option of this corporation, in whole or in part, in the manner set forth in the form of definitive Series 2021H Bonds set forth below; the Series 2021H Bonds shall be issuable only as fully registered bonds, without coupons, in denominations of $1,000 and integral multiples of $1,000 in excess thereof; the definitive Series 2021H Bonds shall be numbered from R-1 upward; and the definitive Series 2021H Bonds, and the Certificate of Authentication to be endorsed upon each of the Series 2021H Bonds, and shall be substantially in the following form with such legends thereon and changes therein as may be deemed necessary or appropriate by the officer or officers executing the same, and the blanks therein to be properly filled:

(Form of Definitive Series 2021H Bond)

SOUTHERN CALIFORNIA EDISON COMPANY
First and Refunding Mortgage Bonds, Series 2021H, Due 2051

No. ____ $_____

SOUTHERN CALIFORNIA EDISON COMPANY, a corporation organized and existing under and by virtue of the laws of the State of California (hereinafter called the "Company"), for value received, hereby promises to pay to _____, the registered owner hereof, the principal sum of $450,000,000 on June 1, 2051, and to pay interest on the unpaid principal amount hereof to the registered owner hereof from June 14, 2021, until said principal sum shall be paid, at the rate of 3.65% per annum, payable semiannually on June 1 and December 1 of each year (each, a "Series 2021H Payment Date"), beginning December 1, 2021. Such interest shall be paid to the person in whose name this Bond is registered at the close of business on (1) the business day immediately preceding the Series 2021H Payment Date if this Bond is in book-entry only form, or (2) the 15th calendar day before each Series 2021H Payment Date if this Bond is not in book-entry only form. The amount of interest payable for any period shall be computed on the basis of a 360-day year consisting of twelve 30-day months, provided that the amount of interest payable for any period shorter or longer than a full interest period will be completed on the basis of a 360-day year consisting of twelve 30-day months and the actual number of days elapsed in the period using 30-day months.

The principal of and interest on this Bond are payable at the offices of The Bank of New York Mellon Trust Company, N.A., as Trustee, in Chicago, Illinois, or at such other agency or

agencies as may be designated by the Company, in such coin or currency of the United States of America as at the time of payment is legal tender for public and private debts.

This Bond is one of a series, designated as "Series 2021H, Due 2051," of a duly authorized issue of bonds of the Company, known as its "First and Refunding Mortgage Bonds," issued and to be issued in one or more series under and all equally and ratably secured by a Trust Indenture dated as of October 1, 1923, and indentures supplemental thereto, including the One Hundred Forty-Seventh Supplemental Indenture, to be dated as of June 10, 2021, which have been duly executed, acknowledged and delivered by the Company to The Bank of New York Mellon Trust Company, N.A. and D. G. Donovan, or one of their predecessors, as Trustees, to which original indenture and indentures supplemental thereto (collectively, the "Trust Indenture") reference is hereby made for a description of the property, rights and franchises thereby mortgaged and pledged, the nature and extent of the security thereby created, the rights of the holders of this Bond and of the Trustees in respect of such security, and the terms, restrictions and conditions upon which the bonds are issued and secured.

This Bond may be redeemed, in whole or in part, at the option of the Company, at any time prior to its maturity, after notice given in writing (including by facsimile transmission or electronic mail) to the registered owner hereof at the last address shown on the registry books of the Company, by the Company or The Bank of New York Mellon Trust Company, N.A., as Trustee, at least 30 days, but not more than 60 days, before the date fixed for redemption, at a redemption price equal to (a) if the date fixed for redemption is before December 1, 2050, the greater of (1) the principal amount redeemed or (2) the sum of the present values of the remaining scheduled payments of principal and interest (excluding any interest accrued from the immediately preceding Series 2021H Payment Date to the date fixed for redemption) on this Bond being redeemed, discounted to the date fixed for redemption on a semi-annual basis (assuming a 360-day year consisting of twelve 30-day months) at the Treasury Yield plus 25 basis points, plus accrued and unpaid interest to the date fixed for redemption and (b) if the date fixed for redemption is on or after December 1, 2050, 100 percent of the principal amount of the Series 2021H Bonds being redeemed plus accrued and unpaid interest thereon to but excluding the date of redemption.

"Treasury Yield" means, for any date fixed for redemption, the rate per year equal to the semi-annual equivalent yield to maturity of the Comparable Treasury Issue, assuming a price for the Comparable Treasury Issue (expressed as a percentage of its principal amount) equal to the Comparable Treasury Price for the date fixed for redemption.

"Comparable Treasury Issue" means the United States Treasury security or securities selected by an Independent Investment Banker as having an actual or interpolated maturity comparable to the remaining term to stated maturity of the Series 2021H Bonds to be redeemed (assuming for such purpose that the Series 2021H Bonds mature on December 1, 2050).

"Comparable Treasury Price" means, for any date fixed for redemption, the average of four Reference Treasury Dealer Quotations for the date fixed for redemption, after excluding the highest and lowest such Reference Treasury Dealer Quotations.

"Independent Investment Banker" means one of the Reference Treasury Dealers appointed by the Company or its successor or, if such firm or its successor, as applicable, is unwilling or

unable to select the Comparable Treasury Issue, one of the remaining Reference Treasury Dealers appointed by the Company.

"Reference Treasury Dealer" means each of (1) Citigroup Global Market Inc., Credit Suisse Securities (USA) LLC, and Morgan Stanley & Co., LLC, and any other Primary Treasury Dealer designated by, and not affiliated with, any of the foregoing or their successors, provided, however, that if any of the foregoing, or any of their designees, ceases to be a Primary Treasury Dealer, the Company will appoint another Primary Treasury Dealer as a substitute, and (2) any other Primary Treasury Dealer selected by Company.

"Reference Treasury Dealer Quotations" means, for each Reference Treasury Dealer and any date fixed for redemption, the average, as determined by the Independent Investment Banker, of the bid and asked prices for the Comparable Treasury Issue (expressed in each case as a percentage of its principal amount) quoted in writing to the Independent Investment Banker by the Reference Treasury Dealer at 5:00 p.m. New York City time on the third business day preceding the date fixed for redemption.

If the Company elects to redeem fewer than all the Series 2021H Bonds, The Bank of New York Mellon Trust Company, N.A., as Trustee, will select the particular bonds to be redeemed on a *pro rata* basis, by lot or by such other method of random selection, if any, that The Bank of New York Mellon Trust Company, N.A., as Trustee, deems fair and appropriate; provided, however, that as long as this Bond is held with a depositary, any such selection shall be in accordance with such depositary's applicable procedures.

Any notice of redemption, at the Company's option, may state that the redemption will be conditional upon receipt by the paying agent, on or prior to the date fixed for the redemption, of money sufficient to pay the principal of and premium, if any, and interest, if any, on the Series 2021H Bonds to be redeemed and that if the money has not been so received, the notice will be of no force and effect and the Company will not be required to redeem this Bond.

The Trust Indenture makes provision for a Special Trust Fund and permits the use of moneys therein for the purpose, among others, of redeeming or purchasing this Bond.

If default shall be made in the payment of any installment of principal of or interest on this Bond or in the performance or observance of any of the covenants and agreements contained in the Trust Indenture, and such default shall continue as provided in the Trust Indenture, then the principal of this Bond may be declared and become due and payable as provided in the Trust Indenture.

This Bond is transferable only on the books of the Company at any of the places designated above for the payment of the principal of and premium, if any, or interest on this Bond, or at such other agency or agencies as may be designated by the Company, by the registered owner or by an attorney of such owner duly authorized in writing, on surrender hereof properly endorsed, and upon such surrender hereof, and the payment of charges, a new registered bond or bonds of this series, of an equal aggregate principal

amount, will be issued to the transferee in lieu hereof, as provided in the Trust Indenture.

The terms of the Trust Indenture may be modified as set forth in the Trust Indenture; provided, however, that, among other things, (1) the obligation of the Company to pay the principal of and premium, if any, and interest on all bonds outstanding under the Trust Indenture, as at the time in effect, shall continue unimpaired, (2) no modification shall give any of said bonds any preference over any other of said bonds, and (3) no modification shall authorize the creation of any lien prior to the lien of the Trust Indenture on any of the trust property.

No recourse shall be had for the payment of the principal of and premium, if any, or interest on this Bond, or any part thereof, or for or on account of the consideration herefor, or for any claim based hereon, or otherwise in respect hereof, or of the Trust Indenture, against any past, present or future stockholder, officer or director of the Company or of any predecessor or successor company, whether for amounts unpaid on stock subscriptions, or by virtue of any statue or constitution, or by the enforcement of any assessment or penalty, or because of any representation or inference arising from the capitalization of the Company or of such predecessor or successor company, or otherwise; all such liability being, by the acceptance hereof and as a part of the consideration for the issue hereof, expressly released.

This Bond shall not be valid or obligatory for any purpose until it shall have been authenticated by the execution of the certificate of authentication hereon of The Bank of New York Mellon Trust Company, N.A., as Trustee, or its successor in trust.

IN WITNESS WHEREOF, Southern California Edison Company has caused this Bond to be executed in its name by its President or one of its Vice Presidents and its corporate seal to be hereto affixed and attested by its Secretary or one of its Assistant Secretaries, as of June __, 2021, such execution and attestation to be by manual or facsimile signatures.

SOUTHERN CALIFORNIA
EDISON COMPANY

ATTEST: _____ By: _____

[Assistant] Secretary [Vice] President

(Form of Certificate of Authentication for all Series 2021H Bonds)

Trustee's Certificate

This is to certify that this Bond is one of the Bonds, of the series designated therein, described and referred to in the Trust Indenture within mentioned.

THE BANK OF NEW YORK MELLON TRUST COMPANY, N.A., TRUSTEE

By _____
[Authorized Agent]

(End of Form of Series 2021H Bond)

BE IT FURTHER RESOLVED, that the New Bonds need not be issued at the same time and such series may be reopened at any time, without notice to, or the consent of, any then-existing holder or holders of any New Bonds, for issuances of additional New Bonds in an unlimited principal amount; and any such additional New Bonds will have the same interest rate, maturity and other terms as those initially issued, except for payment of interest accruing prior to the original issue date of such additional New Bonds and, if applicable, for the first payment date following such original issue date.

BE IT FURTHER RESOLVED, that pursuant to the Trust Indenture, as in effect following due execution and delivery of the One Hundred Forty-Seventh Supplemental Indenture, the President or any Vice President and the Secretary or any Assistant Secretary of this corporation are authorized and directed, for and in the name and on behalf of this corporation and under its corporate seal (which seal may be either impressed, printed, lithographed or engraved thereon), to execute (which execution may be by a facsimile signature) and to deliver the New Bonds to The Bank of New York

Mellon Trust Company, N.A., as Trustee, for authentication in temporary and/or definitive form, and in such aggregate principal amount up to $1,375,000,000 as the

President or any Vice President and the Secretary or any Assistant Secretary of this corporation shall in their absolute discretion determine.

BE IT FURTHER RESOLVED, that the President or any Vice President and the Secretary or any Assistant Secretary of this corporation are authorized and directed for and in the name and on behalf of this corporation and under its corporate seal, to execute and to deliver to The Bank of New York Mellon Trust Company, N.A., as Trustee, the written order of this corporation for the authentication and delivery of the New Bonds pursuant to such sections of Article Two of the Trust Indenture as the officers acting may determine.

BE IT FURTHER RESOLVED, that the Secretary or any Assistant Secretary of this corporation is hereby authorized and directed to deliver to, and file with, The Bank of New York Mellon Trust Company, N.A., as Trustee, a copy of the this certificate of actions taken, certified by the Secretary or any Assistant Secretary of this corporation.

IN WITNESS WHEREOF, the undersigned has executed this certificate as of the date first written above.

/s/ Natalia Woodward

Natalia Woodward
Treasurer
Southern California Edison Company

Exhibit 5.1

June 14, 2021

Southern California Edison Company
2244 Walnut Grove Avenue
Rosemead, California 91770

Re: Offering of Southern California Edison Company's
$475,000,000 Floating Rate First and Refunding Mortgage Bonds, Series 2021F, Due 2022
$450,000,000 2.50% First and Refunding Mortgage Bonds, Series 2021G, Due 2031 and
$450,000,000 3.65% First and Refunding Mortgage Bonds, Series 2021H, Due 2051

Ladies and Gentlemen:

I am Assistant General Counsel of Southern California Edison Company, a California corporation ("SCE"). You have requested my opinion in connection with the offering, issuance, and sale by SCE of $475,000,000 Floating Rate First and Refunding Mortgage Bonds, Series 2021F, Due 2022; $450,000,000 2.50% First and Refunding Mortgage Bonds, Series 2021G, Due 2031 and $450,000,000 3.65% First and Refunding Mortgage Bonds, Series 2021H (collectively, the "Bonds"). The Bonds will be issued under the Trust Indenture dated as of October 1, 1923, executed by and between the Company and The Bank of New York Mellon Trust Company, N.A., as successor trustee, and D. G. Donovan, as successor trustee (the "Trustee"), as amended and supplemented by supplemental indentures, including the One-Hundred Forty-Seventh Supplemental Indenture dated as of June 10, 2021 (that Trust Indenture, as so amended and supplemented, being referred to herein as the "Indenture").

The Bonds are being offered to the public by the Prospectus Supplement dated June 9, 2021, to the Prospectus dated July 27, 2018 (together, the

"Prospectus"), which is part of a Registration Statement on Form S-3, as amended (Registration No. 333-226383) (the "Registration Statement"), filed by SCE with the Securities and Exchange Commission under the Securities Act of 1933, as amended (the "Securities Act"). The Bonds are being sold by the Company pursuant to the Underwriting Agreement dated June 9, 2021 (the "Underwriting Agreement"), among the Company and the underwriters named therein.

In my capacity as Assistant General Counsel, I am generally familiar with the proceedings taken and proposed to be taken by SCE for the authorization and issuance of the Bonds. I, or attorneys acting under my supervision, have made legal and factual examinations and inquiries, including an examination of originals and copies certified or otherwise identified to our satisfaction, of the documents, corporation records and instruments of SCE that we have deemed necessary or appropriate for purposes of this opinion. In our examination, we have assumed the genuineness of all signatures, the authenticity of all documents submitted to us as originals, and the conformity to authentic original documents of all documents submitted to us as copies. In addition, we have obtained and relied upon certificates and assurances from public officials that we have deemed necessary.

Subject to the foregoing and the other qualifications set forth herein, it is my opinion that when the Bonds have been duly established in accordance with the terms of the Indenture, duly authenticated by the Trustee, and duly executed, sold and delivered on behalf of SCE in accordance with the terms and provisions of the Indenture and as contemplated by the Registration Statement and the Prospectus, the Bonds will constitute valid and legally binding obligations of SCE enforceable against SCE in accordance with the terms of the Bonds.

In addition to any assumptions, qualifications and other matters set forth elsewhere herein, the opinions set forth above are subject to the following:

(A) My opinions with respect to the legality, validity, binding effect and enforceability of the Bonds are subject to the effect of any applicable bankruptcy, insolvency, fraudulent conveyance, fraudulent transfer, equitable subordination, reorganization, moratorium, or similar law affecting creditors' rights generally and to the effect of general principles of equity, including (without limitation) concepts of materiality, reasonableness, estoppel, good faith, and fair dealing (regardless of whether considered in a proceeding in equity or at law). I express no opinion as to the availability of equitable remedies. In applying such equitable principles, a court, among other things, might not allow a creditor to accelerate the maturity of a debt or enforce a guaranty thereof upon the occurrence of a default deemed immaterial or for non-credit reasons or might decline to order a debtor to perform covenants. Such principles applied by a court might also include a requirement that a creditor act with reasonableness and in good faith.

(B) My opinions with respect to the legality, validity, binding effect, and enforceability of the Bonds are also subject to (i) the terms of the franchises, licenses, easements, leases, permits, contracts, and other instruments under which the property subject to the Indenture is held or operated, (ii) in respect of nuclear energy facilities included within

the property subject to the Indenture, the provisions of the Atomic Energy Act of 1954, as amended, and regulations thereunder, (iii) other liens, prior rights, and encumbrances that with minor or insubstantial exceptions do not affect from a legal standpoint the security for the Bonds or the Company's right to use its properties in its business, and (iv) governmental agency approvals that may be required in connection with foreclosure.

(C) Certain rights, remedies and waivers with respect to the Bonds may be unenforceable in whole or in part, but the inclusion of such provisions in the Bonds does not affect the validity of the Bonds, taken as a whole, and, except as set forth in Paragraphs (A) and (B) above, the Indenture and the Bonds, taken as a whole, contain adequate provisions for enforcing payment of the obligations with respect to the Bonds; however, the unenforceability of such provisions may result in delays in or limitations on the enforcement of the parties' rights and remedies under the Indenture or the Bonds (and I express no opinion as to the economic consequences, if any, of such delays or limitations).

(D) I express no opinion on (i) any conflicts between any provision in the Indenture or the Bonds and the real property antideficiency, fair value, and/or one form of action provisions of California law, or any law governing foreclosure and disposition procedures regarding any real or personal property collateral, or any limitations on attorneys' or trustees' fees, and (ii) the effect of Section 1708 of the California Public Utilities Code which, among other matters, provides that the California Public Utilities Commission may at any time, upon notice to the parties, and with opportunity to be heard, rescind, alter, or amend any order or decision made by it.

(E) I am a member of the Bar of the State of California. My opinions expressed herein are limited to the laws of the State of California and the federal laws of the United States of America. I have assumed that the laws of the State of California govern the Bonds.

(F) This opinion letter is an expression of my professional judgment on the legal issues explicitly addressed. By rendering the opinions herein, I do not become an insurer or guarantor of the expression of such professional judgment. Nor does the rendering of such opinions guarantee the outcome of any legal dispute that may arise out of the contemplated transactions. The rendering of the opinions herein does not create any express or implied contract or agreement between or with any person entitled to rely thereon and me.

My opinions set forth herein are based upon the facts in existence and laws in effect on the date hereof, and are rendered as of the date hereof, and I expressly disclaim any obligation to update my opinions herein, regardless of whether changes in such facts or laws come to my attention after the delivery hereof.

I consent to SCE filing this opinion with the Securities and Exchange Commission as an exhibit to a Current Report on Form 8-K, which will be incorporated by reference into the Prospectus, and to the reference to me under the caption "Legal Matters" in the Prospectus. In giving this consent, I do not hereby admit that I am in the category of persons whose consent is required under Section 7 of the Securities Act and regulations of the Securities and Exchange Commission issued thereunder.

Very truly yours,

/s/ Michael A. Henry

Michael A. Henry
Assistant General Counsel
Southern California Edison Company

Document and Entity Information	Jun. 09, 2021
Document and Entity Information [Abstract]	
Document Type	8-K
Document Period End Date	Jun. 09, 2021
Entity File Number	1-2313
Entity Registrant Name	SOUTHERN CALIFORNIA EDISON COMPANY
Entity Incorporation, State or Country Code	CA
Entity Tax Identification Number	95-1240335
Entity Address, Address Line One	2244 Walnut Grove Avenue
Entity Address, Adress Line Two	(P.O. Box 800)
Entity Address, City or Town	Rosemead
Entity Address, State or Province	CA
Entity Address, Postal Zip Code	91770
City Area Code	626
Local Phone Number	302-1212
Written Communications	false
Soliciting Material	false
Pre-commencement Tender Offer	false
Pre-commencement Issuer Tender Offer	false
Entity Emerging Growth Company	false
Entity Central Index Key	0000092103
Amendment Flag	false

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  "dei_LocalPhoneNumber": {
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      "label": "Local Phone Number"
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  "dei_PreCommencementIssuerTenderOffer": {
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      "label": "Soliciting Material"
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   "xbrltype": "booleanItemType"
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        "label": "Written Communications"
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   "Number": "240",
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   "Section": "14d",
   "Subsection": "2b"
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  "r2": {
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   "Publisher": "SEC",
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   "Subsection": "12"
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  "r3": {
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   "Section": "12",
   "Subsection": "b-2"
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   "Section": "425"
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