

REFINITIV

DELTA REPORT

10-Q

EIX - SOUTHERN CALIFORNIA EDISO
10-Q - SEPTEMBER 30, 2023 COMPARED TO 10-Q - JUNE 30, 2023

The following comparison report has been automatically generated

TOTAL DELTAS	12098
CHANGES	419
DELETIONS	10750
ADDITIONS	929

UNITED STATES
SECURITIES AND EXCHANGE COMMISSION
Washington, D.C. 20549
FORM 10-Q

(Mark One)

☒ **QUARTERLY REPORT PURSUANT TO SECTION 13 OR 15(d) OF THE SECURITIES EXCHANGE ACT OF 1934**

For the quarterly period ended **June** **September** 30, 2023

☐ **TRANSITION REPORT PURSUANT TO SECTION 13 OR 15(d) OF THE SECURITIES EXCHANGE ACT OF 1934**

For the transition period from to

Commission File Number	Exact Name of Registrant as specified in its charter	State or Other Jurisdiction of Incorporation or Organization	IRS Employer Identification Number
1-9936	EDISON INTERNATIONAL	California	95-4137452
1-2313	SOUTHERN CALIFORNIA EDISON COMPANY	California	95-1240335

EDISON INTERNATIONAL

2244 Walnut Grove Avenue

(P.O. Box 976)

Rosemead, California 91770

(Address of principal executive offices)

(626) 302-2222

(Registrant's telephone number, including area code)

SOUTHERN CALIFORNIA EDISON COMPANY

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)

Securities registered pursuant to Section 12(b) of the Act:

Edison International:

Title of each class	Trading Symbol(s)	Name of each exchange on which registered
Common Stock, no par value	EIX	NYSE LLC

Southern California Edison Company: None.

Indicate by check mark whether the registrant (1) has filed all reports required to be filed by Section 13 or 15(d) of the Securities Exchange Act of 1934 during the preceding 12 months (or for such shorter period that the registrant was required to file such reports), and (2) has been subject to such filing requirements for the past 90 days.

Edison International Yes ☒ No ☐ Southern California Edison Company Yes ☒ No ☐

Indicate by check mark whether the registrant has submitted electronically every Interactive Data File required to be submitted pursuant to Rule 405 of Regulation S-T during the preceding 12 months (or for such shorter period that the registrant was required to submit such files).

Edison International Yes ☒ No ☐ Southern California Edison Company Yes ☒ No ☐

Indicate by check mark whether the registrant is a large accelerated filer, an accelerated filer, a non-accelerated filer, smaller reporting company, or an emerging growth company. See the definitions of "large accelerated filer," "accelerated filer," "smaller reporting company," and "emerging growth company" in Rule 12b-12 of the Exchange Act.

Edison International	Large Accelerated Filer	Accelerated Filer	Non-accelerated Filer	Smaller Reporting Company	Emerging growth company
	☒	☐	☐	☐	☐
Southern California Edison Company	Large Accelerated Filer	Accelerated Filer	Non-accelerated Filer	Smaller Reporting Company	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.

Edison International ☐ Southern California Edison Company ☐

Indicate by check mark whether the registrant is a shell company (as defined in Rule 12b-2 of the Exchange Act).

Edison International Yes ☐ No ☒ Southern California Edison Company Yes ☐ No ☒

Indicate the number of shares outstanding of each of the issuer's classes of common stock, as of the latest practicable date:

Common Stock outstanding as of July 20, 2023 October 25, 2023 :	
Edison International	383,288,769 383,568,713 Shares
Southern California Edison Company	434,888,104 Shares

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This combined Form 10-Q is separately filed by Edison International and SCE. Information contained in this document relating to SCE is filed by Edison International and separately by SCE. SCE makes no representation as to information relating to Edison International or its subsidiaries, except as it may relate to SCE and its subsidiaries.

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GLOSSARY

The following terms and abbreviations appearing in the text of this report have the meanings indicated below.

2017/2018 Wildfire/Mudslide Events	the Thomas Fire, the Koenigstein Fire, the Montecito Mudslides and the Woolsey Fire, collectively
2022 Form 10-K	Edison International's and SCE's combined Annual Report on Form 10-K for the year ended December 31, 2022
2022 MD&A	Edison International's and SCE's MD&A for the calendar year 2022, which was included in the 2022 Form 10-K
AB 1054	California Assembly Bill 1054, executed by the governor of California on July 12, 2019
AB 1054 Excluded Capital Expenditures	\$1.6 billion in wildfire risk mitigation capital expenditures that SCE has excluded from the equity portion of SCE's rate base as required under AB 1054
AB 1054 Liability Cap	a cap on the aggregate requirement to reimburse the Wildfire Insurance Fund over a trailing three calendar year period which applies if certain conditions are met and is equal to 20% of the equity portion of the utility's transmission and distribution rate base, excluding general plant and intangibles, in the year of the applicable prudency determination
ARO(s)	asset retirement obligation(s)
BRRBA	Base Revenue Requirement Balancing Account
CAISO	California Independent System Operator
Capital Structure Compliance Period	January 1, 2023 to December 31, 2025, the current compliance period for SCE's CPUC authorized capital structure
CAPP	California Arrearage Payment Program
CCAs	community choice aggregators which are cities, counties, and certain other public agencies with the authority to generate and/or purchase electricity for their local residents and businesses
CDP	Coastal Development Permit
CEMA	Catastrophic Event Memorandum Account
COVID-19	Coronavirus disease 2019
CPUC	California Public Utilities Commission
CSRP	Customer Service Re-platform, a SCE project to implement a new customer service system implemented in April 2021
ECS	SCE commercial telecommunications services operated under the name of Edison Carrier Solutions
Edison Energy	Edison Energy, LLC, an indirect wholly-owned subsidiary of Edison International, a global energy advisory firm providing integrated sustainability and energy solutions to commercial, industrial and institutional customers

Edison International Proxy Statement	Proxy Statement filed with the SEC in connection with Edison International's Annual Meeting of Shareholders held on April 27, 2023
EIS	Edison Insurance Services, Inc., a wholly-owned subsidiary of Edison International licensed to provide insurance to Edison International and its subsidiaries
Electric Service Provider	an entity that provides electric power and ancillary services to retail customers, other than utilities (investor-owned investor-owned utilities and CCAs) CCAs
ERRA	Energy Resource Recovery Account
Fast curve settings	protective settings, used to mitigate the risk of wildfires, that enable SCE to shut off power quicker relays when an electrical fault occurs than under traditional settings
FERC	Federal Energy Regulatory Commission
Fitch	Fitch Ratings, Inc.
GAAP	generally accepted accounting principles in the United States
GHG	greenhouse gas
GRC	general rate case
IRA	Inflation Reduction Act of 2022
Koenigstein Fire	a wind-driven fire that originated near Koenigstein Road in the City of Santa Paula in Ventura County, California, on December 4, 2017
MD&A	Management's Discussion and Analysis of Financial Condition and Results of Operations

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Montecito Mudslides	the debris flows and flooding in Montecito, Santa Barbara County, California, that occurred in January 2018
Moody's	Moody's Investors Service, Inc.
MW	Megawatt(s)
NDCTP	Nuclear Decommissioning Cost Triennial Proceeding, a CPUC proceeding to review decommissioning costs
NERC	North American Electric Reliability Corporation
NRC	United States Nuclear Regulatory Commission
NSGBA	New System Generation Balancing Account
OEIS	Office of Energy Infrastructure Safety of the California Natural Resources Agency
PABA	Portfolio Allocation Balancing Account
Palo Verde	nuclear electric generating facility located near Phoenix, Arizona in which SCE holds a 15.8% ownership interest
PBOP(s)	postretirement benefits other than pension(s)
PG&E	Pacific Gas & Electric Company
Post-2018 Wildfires	Collectively, all the wildfires that originated in Southern California after 2018 where SCE's equipment may be alleged to be associated with the fire's ignition
PSPS	Public Safety Power Shutoff(s)
ROE	return on common equity
S&P	Standard & Poor's Financial Services LLC
San Onofre	retired nuclear generating facility located in south San Clemente, California in which SCE holds a 78.21% ownership interest
SCE	Southern California Edison Company, a wholly-owned subsidiary of Edison International
SCE Recovery Funding LLC	a bankruptcy remote, wholly owned special purpose subsidiary, consolidated by SCE
SDG&E	San Diego Gas & Electric

SEC		U.S. Securities and Exchange Commission
SED		Safety and Enforcement Division of the CPUC
SED Agreement		an agreement dated October 21, 2021 between SCE and the SED regarding the 2017/2018 Wildfire/Mudslide Events and three other 2017 wildfires
Thomas Fire		a wind-driven fire that originated in the Anlauf Canyon area of Ventura County, California, on December 4, 2017
TKM		collectively, the Thomas Fire, the Koenigstein Fire and the Montecito Mudslides
TKM Subrogation Plaintiffs		the plaintiffs party to the TKM Subrogation Settlement, representing all the insurance subrogation plaintiffs in the TKM litigation at the time of the settlement
TKM Settlement	Subrogation	a settlement entered into by Edison International and SCE in September 2020 in the TKM litigation to which the TKM Subrogation Plaintiffs are party
Track 2		Track 2 of the 2021 GRC, which addressed the reasonableness of wildfire mitigation costs incurred in 2018 and 2019 that were incremental to amounts authorized in the 2018 GRC
Track 3		Track 3 of the 2021 GRC, which addressed the reasonableness of wildfire mitigation costs incurred in 2020 that were incremental to amounts authorized in the 2018 GRC
Track 4		Track 4 of the 2021 GRC, which will address SCE's revenue requirement for 2024
WEMA		Wildfire Expense Memorandum Account
WMP		a wildfire mitigation plan required to be filed under AB 1054 to describe a utility's plans to construct, operate, and maintain electrical lines and equipment that will help minimize the risk of catastrophic wildfires caused by such electrical lines and equipment
Wildfire Insurance Fund		the insurance fund established under AB 1054
Woolsey Fire		a wind-driven fire that originated in Ventura County in November 2018
Woolsey Plaintiffs	Subrogation	the plaintiffs party to the Woolsey Subrogation Settlement, representing all the insurance subrogation plaintiffs in the Woolsey Fire litigation at the time of the settlement
Woolsey Settlement	Subrogation	a settlement entered into by Edison International and SCE in January 2021 in the Woolsey litigation to which the Woolsey Subrogation Plaintiffs are party

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FORWARD-LOOKING STATEMENTS

This quarterly report on Form 10-Q contains "forward-looking statements" within the meaning of the Private Securities Litigation Reform Act of 1995. Forward-looking statements reflect Edison International's and SCE's current expectations and projections about future events based on Edison International's and SCE's knowledge of present facts and circumstances and assumptions about future events and include any statements that do not directly relate to a historical or current fact. Other information distributed by Edison International and SCE that is incorporated in this report, or that refers to or incorporates this report, may also contain forward-looking statements. In this report and elsewhere, the words "expects," "believes," "anticipates," "estimates," "projects," "intends," "plans," "probable," "may," "will," "could," "would," "should," and variations of such words and similar expressions, or discussions of strategy or plans, are intended to identify forward-looking statements. Such statements necessarily involve risks and uncertainties that could cause actual results to differ materially from those anticipated. Some of the risks, uncertainties and other important factors that could cause results to differ from those currently expected, or that otherwise could impact Edison International and SCE, include, but are not limited to the:

- ability of SCE to recover its costs through regulated rates, including uninsured wildfire-related and debris flow-related costs, costs incurred to mitigate the risk of utility equipment causing future wildfires, costs incurred as a result of the COVID-19 pandemic, and increased costs due to supply chain constraints, inflation and rising interest rates;
- ability of SCE to implement its WMP and capital program;
- risks of regulatory or legislative restrictions that would limit SCE's ability to implement operational measures to mitigate wildfire risk, including PSPS and fast curve settings, when conditions warrant or would otherwise limit SCE's operational practices relative to wildfire risk mitigation;

- risks associated with SCE implementing PSPS, including regulatory fines and penalties, claims for damages and reputational harm;
- ability of SCE to maintain a valid safety certification, which is required to benefit from certain provisions of AB 1054;
- extreme weather-related incidents (including events caused, or exacerbated, by climate change, such as wildfires, debris flows, flooding, droughts, high wind events and extreme heat events) and other natural disasters (such as earthquakes), which could cause, among other things, public safety issues, property damage, rotating outages and other operational issues (such as issues due to damaged infrastructure), PSPS activations and unanticipated costs;
- risk that AB 1054 does not effectively mitigate the significant exposure faced by California investor-owned utilities related to liability for damages arising from catastrophic wildfires where utility facilities are alleged to be a substantial cause, including the longevity of the Wildfire Insurance Fund and the CPUC's interpretation of and actions under AB 1054, including its interpretation of the prudency standard clarified by AB 1054;
- ability of Edison International and SCE to effectively attract, manage, develop and retain a skilled workforce, including its contract workers;
- decisions and other actions by the CPUC, OEIS, the FERC, the NRC and other governmental authorities, including decisions and actions related to nationwide or statewide crisis, determinations of authorized rates of return or return on equity, issuance of SCE's wildfire safety certification, wildfire mitigation efforts, approval and implementation of electrification programs, and delays in executive, regulatory and legislative actions;
- cost and availability of labor, equipment and materials, including as a result of supply chain constraints and inflation;
- ability of Edison International or SCE to borrow funds and access bank and capital markets on reasonable terms;

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- risks associated with the decommissioning of San Onofre, including those related to worker and public safety, public opposition, permitting, governmental approvals, on-site storage of spent nuclear fuel and other radioactive material, delays, contractual disputes, contractor performance, and cost overruns;
- ability of Edison International and SCE to obtain sufficient insurance at a reasonable cost or to maintain its customer funded self-insurance program, and to recover the costs of such insurance or, in the event liabilities exceed insured amounts, the ability to recover uninsured losses (including amounts paid for self-insured retention and co-insurance) from customers or other parties;
- pandemics, such as COVID-19, and other events that cause regional, statewide, national or global disruption, which could impact, among other things, Edison International's and SCE's business, operations, cash flows, liquidity and/or financial results and cause Edison International and SCE to incur unanticipated costs;
- physical security of Edison International's and SCE's critical assets and personnel and the cybersecurity of Edison International's and SCE's critical information technology systems for grid control, and business, employee and customer data;
- risks associated with cost allocation resulting in higher rates for utility bundled service customers because of possible customer bypass or departure for other electricity providers such as CCAs and Electric Service Providers;
- risks inherent in SCE's capital investment program, including those related to project site identification, public opposition, environmental mitigation, construction, permitting, contractor performance, availability of labor, equipment and materials, weather, changes in the CAISO's transmission plans, and governmental approvals;
- risks associated with the operation of electrical facilities, including worker and public safety issues, the risk of utility assets causing or contributing to wildfires, failure, availability, efficiency, and output of equipment and facilities, and availability and cost of spare parts;
- actions by credit rating agencies to downgrade Edison International or SCE's credit ratings or to place those ratings on negative watch or negative outlook;
- changes in tax laws and regulations, at both the state and federal levels, or changes in the application of those laws, that could affect recorded deferred tax assets and liabilities, effective tax rates and cash flows;
- changes in future taxable income, or changes in tax law, that would limit Edison International's and SCE's realization of expected net operating loss and tax credit carryover benefits prior to expiration;
- changes in the fair value of investments and other assets;
- changes in interest rates and potential adjustments to SCE's ROE based on changes in Moody's utility bond rate index;
- changes in rates of inflation (including whether inflation-related adjustments to SCE's authorized revenues allowed by the public utility regulators are commensurate with inflation rates);
- governmental, statutory, regulatory, or administrative changes or initiatives affecting the electricity industry, including the market structure rules applicable to each market adopted by the NERC, CAISO, Western Electricity Coordinating Council, and similar regulatory bodies in adjoining regions, and changes in the United States' and California's environmental priorities that lessen the importance placed on GHG reduction and other climate related priorities;

- availability and creditworthiness of counterparties and the resulting effects on liquidity in the power and fuel markets and/or the ability of counterparties to pay amounts owed in excess of collateral provided in support of their obligations;

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- potential for penalties or disallowance for non-compliance with applicable laws and regulations, including fines, penalties and disallowances related to wildfires where SCE's equipment is alleged to be associated with ignition; and
- cost of fuel for generating facilities and related transportation, which could be impacted by, among other things, disruption of natural gas storage facilities, to the extent not recovered through regulated rate cost escalation provisions or balancing accounts.

Additional information about risks and uncertainties, including more detail about the factors described in this report, is contained throughout this report and in the 2022 Form 10-K, including the "Risk Factors" section. Readers are urged to read this entire report, including information incorporated by reference, as well as the 2022 Form 10-K, and carefully consider the risks, uncertainties, and other factors that affect Edison International's and SCE's businesses. Forward-looking statements speak only as of the date they are made and neither Edison International nor SCE are obligated to publicly update or revise forward-looking statements. Readers should review future reports filed by Edison International and SCE with the SEC. Edison International and SCE post or provide direct links to (i) certain SCE and other parties' regulatory filings and documents with the CPUC and the FERC and certain agency rulings and notices in open proceedings in a section titled "SCE Regulatory Highlights," (ii) certain documents and information related to Southern California wildfires which may be of interest to investors in a section titled "Southern California Wildfires," and (iii) presentations, documents and information that may be of interest to investors in a section titled "Presentations and Updates" at www.edisoninvestor.com in order to publicly disseminate such information. The reports, presentations, documents and information contained on, or connected to, the Edison investor website are not deemed part of, and are not incorporated by reference into, this report.

The MD&A for the ~~six~~nine months ended ~~June 30, 2023~~ ~~September 30, 2023~~ discusses material changes in the consolidated financial condition, results of operations and other developments of Edison International and SCE since December 31, 2022 and as compared to the ~~six~~nine months ended ~~June 30, 2022~~ ~~September 30, 2022~~. This discussion presumes that the reader has read or has access to the 2022 MD&A.

Except when otherwise stated, references to each of Edison International or SCE mean each such company with its subsidiaries on a consolidated basis. References to "Edison International Parent and Other" mean Edison International Parent and its subsidiaries other than SCE and its subsidiaries and "Edison International Parent" mean Edison International on a stand-alone basis, not consolidated with its subsidiaries. Unless otherwise described, all the information contained in this report relates to both filers.

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MANAGEMENT'S DISCUSSION AND ANALYSIS OF FINANCIAL CONDITION AND RESULTS OF OPERATIONS

MANAGEMENT OVERVIEW

Highlights of Operating Results

Edison International is the ultimate parent holding company of SCE and Edison Energy. SCE is an investor-owned public utility primarily engaged in the business of supplying and delivering electricity to an approximately 50,000 square mile area of southern California. Edison Energy is a global energy advisory firm providing integrated sustainability and energy solutions to commercial, industrial and institutional customers. Edison Energy's business activities are currently not material to report as a separate business segment.

Edison International's earnings are prepared in accordance with GAAP. Management uses core earnings ~~(losses)~~ ~~(loss)~~ internally for financial planning and for analysis of performance. Core earnings ~~(losses)~~ ~~(loss)~~ are also used when communicating with investors and analysts regarding Edison International's earnings results to facilitate comparisons of the company's performance from period to period. Core earnings ~~(losses)~~ ~~(loss)~~

are a non-GAAP financial measure and may not be comparable to those of other companies. Core earnings (losses) (loss) are defined as earnings attributable to Edison International shareholders less non-core items. Non-core items include income or loss from discontinued operations and income or loss from significant discrete items that management does not consider representative of ongoing earnings, such as write downs, asset impairments and other income and expense related to changes in law, outcomes in tax, regulatory or legal proceedings, and exit activities, including sale of certain assets and other activities that are no longer continuing.

(in millions)	Three months ended			Six months ended		
	June 30,		Change	June 30,		Change
	2023	2022		2023	2022	
Net income (loss) attributable to Edison International						
SCE	\$ 420	\$ 302	\$ 118	\$ 790	\$ 449	\$ 341
Edison International Parent and Other	(66)	(61)	(5)	(126)	(124)	(2)
Edison International	354	241	113	664	325	339
Less: Non-core items						
SCE						
Wildfire Insurance Fund expense	(53)	(53)	—	(105)	(106)	1
2017/2018 Wildfire/Mudslide Events claims and expenses, net of recoveries	(12)	(8)	(4)	(102)	(404)	302
2021 NDCTP probable disallowance	—	—	—	(30)	—	(30)
Customer cancellations of certain ECS data services	(17)	—	(17)	(17)	—	(17)
Employment litigation matter, net of recoveries	10	(23)	33	10	(23)	33
Impairments	—	(64)	64	—	(64)	64
Organizational realignment charge	—	(14)	14	—	(14)	14
Income tax benefits ¹	21	46	(25)	69	172	(103)
Edison International Parent and Other						
Customer revenues for EIS insurance contract	22	—	22	44	—	44
Income tax expense ¹	(5)	—	(5)	(9)	—	(9)
Total non-core items	(34)	(116)	82	(140)	(439)	299
Core earnings (losses)						
SCE	471	418	53	965	888	77
Edison International Parent and Other	(83)	(61)	(22)	(161)	(124)	(37)
Edison International	\$ 388	\$ 357	\$ 31	\$ 804	\$ 764	\$ 40

The earnings impacts of wildfires with losses over \$1.0 billion are treated as non-core items during the three and nine months ended September 30, 2023 and 2022. Under the new customer-funded self-insurance program, for wildfires ignited from July 1, 2023 through at least December 31, 2024, SCE will have insurance recoveries to offset up to \$987.5 million of claims-related losses per policy year, with a maximum potential shareholder contribution of \$12.5 million per policy year. Therefore, SCE expects that it will not have material earnings impacts from claims-related losses for wildfires ignited after July 1, 2023, other than if SCE incurs over \$1.0 billion of losses in a year and is unable to recover such losses through the Wildfire Insurance Fund. As a result, in the third quarter of 2023, management concluded that the earnings impacts of wildfire claims-related losses will be treated as non-core items prospectively to make core earnings representative of ongoing earnings. For additional information on the customer-funded self-insurance program, see "—Customer-Funded Self-Insurance."

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(in millions)	Three months ended			Nine months ended		
	September 30,		Change	September 30,		Change
	2023	2022		2023	2022	
Net income (loss) attributable to Edison International						
SCE	\$ 239	\$ (80)	\$ 319	\$ 1,029	\$ 369	\$ 660

Edison International Parent and Other	(84)	(48)	(36)	(210)	(172)	(38)
Edison International	155	(128)	283	819	197	622
Less: Non-core items						
SCE						
2017/2018 Wildfire/Mudslide Events claims and expenses, net of recoveries	(458)	(834)	376	(560)	(1,238)	678
Wildfire Insurance Fund expense	(54)	(54)	—	(159)	(160)	1
2021 NDCTP probable disallowance	—	—	—	(30)	—	(30)
Customer cancellations of certain ECS data services	—	—	—	(17)	—	(17)
Employment litigation matter, net of recoveries	—	—	—	10	(23)	33
Other wildfire claims and expenses, net of recoveries ¹	(7)	—	(7)	(7)	—	(7)
Upstream Lighting Program decision	—	(81)	81	—	(81)	81
Impairments	—	—	—	—	(64)	64
Organizational realignment charge	—	—	—	—	(14)	14
Income tax benefit ²	145	266	(121)	214	438	(224)
Edison International Parent and Other						
Customer revenues for EIS insurance contract, net of claims	(3)	14	(17)	42	14	28
Income tax benefit (expense) ²	1	(3)	4	(9)	(3)	(6)
Total non-core items	(376)	(692)	316	(516)	(1,131)	615
Core earnings (loss)						
SCE	613	623	(10)	1,578	1,511	67
Edison International Parent and Other	(82)	(59)	(23)	(243)	(183)	(60)
Edison International	\$ 531	\$ 564	\$ (33)	\$ 1,335	\$ 1,328	\$ 7

¹ In the three months ended September 30, 2022, there were no charges included in core earnings, related to claims from wildfires ignited prior to July 1, 2023. In the nine months ended September 30, 2023 and 2022, core earnings included charges of \$4 million and \$8 million, respectively, related to claims from wildfires ignited prior to July 1, 2023. Core earnings (loss) in periods before the third quarter of 2023 have not been recast to exclude these charges.

² SCE and Edison International Parent and Other non-core items are tax-effected at an estimated statutory rate of approximately 28%; customer revenues for EIS insurance contract are tax-effected at an estimated statutory rate of approximately 20%.

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Edison International's ~~second~~ third quarter 2023 earnings increased ~~\$113 million~~ \$283 million from the ~~second~~ third quarter of 2022, resulting from an increase in SCE's earnings of ~~\$118 million~~ \$319 million and an increase in Edison International Parent and Other's ~~loss~~ losses of ~~\$5~~ \$36 million. SCE's higher net income consisted of ~~\$65 million~~ \$329 million of lower ~~non-core~~ losses in non-core items and ~~\$53 million~~ \$10 million of ~~higher~~ lower core earnings. Edison International Parent and Other's increased loss was due to ~~\$17 million~~ \$13 million of ~~higher~~ lower earnings in non-core items and ~~\$22~~ \$23 million of higher core ~~losses~~ loss. Edison International's earnings for the ~~six~~ nine months ended ~~June 30, 2023~~ September 30, 2023 increased ~~\$339~~ \$622 million from the ~~six months ended June 30, 2022~~ same period in 2022, resulting from an increase in SCE's earnings of ~~\$341 million~~ \$660 million and an increase in Edison International Parent and Other's loss of ~~\$2 million~~ \$38 million. SCE's higher net income consisted of ~~\$264 million~~ \$593 million of lower ~~non-core~~ losses in non-core items and ~~\$77 million~~ \$67 million of higher core earnings. Edison International Parent and Other's higher ~~losses~~ loss consisted of ~~\$35 million~~ \$22 million of higher earnings in non-core items and ~~\$37 million~~ \$60 million of higher core ~~losses~~ loss.

The ~~increase~~ decrease in SCE's core earnings for the three ~~and six~~ months ended ~~June 30, 2023~~ September 30, 2023 from the same period in 2022 was primarily due to ~~higher~~ interest expense and lower return on rate base related to the 2022 CSRP decision, partially offset by ~~higher~~ revenue from the escalation mechanism set forth in the 2021 GRC final decision. The increase in SCE's core earnings for the nine months ended September 30, 2023 from the same period in 2022 was primarily due to higher revenue from the

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escalation mechanism set forth in the 2021 GRC final decision and higher interest income on balancing account undercollections, partially offset by higher interest expense.

The increase in Edison International Parent and Other's core losses loss for the three and six nine months ended June 30, 2023 September 30, 2023 was primarily due to higher interest expense.

Consolidated non-core items for the six nine months ended June 30, 2023 September 30, 2023 and 2022 primarily included:

- Charges of \$105 million \$560 million (\$76 404 million after-tax) recorded in 2023 and \$106 \$1.2 billion (\$891 million after-tax) recorded in 2022 for 2017/2018 Wildfire/Mudslide Events claims and expenses, net of expected recoveries from FERC customers. See "Notes to Consolidated Financial Statements—Note 12. Commitments and Contingencies" for further information.
- Charges of \$159 million (\$76 114 million after-tax) recorded in 2023 and \$160 million (\$115 million after-tax) recorded in 2022 from the amortization of SCE's contribution contributions to the Wildfire Insurance Fund. See "Notes to Consolidated Financial Statements—Note 1. Summary of Significant Accounting Policies" in the 2022 Form 10-K for further information.
- Charges of \$102 million (\$73 million after-tax) recorded in 2023 and \$404 million (\$291 million after-tax) recorded in 2022 for 2017/2018 Wildfire/Mudslide Events claims and expenses, net of recoveries. See "Notes to Consolidated Financial Statements—Note 12. Commitments and Contingencies" for further information.
- A charge of \$30 million (\$21 million after-tax) recorded in 2023 for a probable disallowance related to the reasonableness review of recorded San Onofre Units 2 and 3 decommissioning costs in the 2021 NDCTP. See "Liquidity and Capital Resources—SCE—Decommissioning of San Onofre" for more information.
- A charge of \$17 million (\$12 million after-tax) recorded in 2023 related to customer cancellations of certain ECS data services. See "Notes to Consolidated Financial Statements—Note 1. Summary of Significant Accounting Policies" for further information.
- Insurance recovery of \$10 million (\$7 million after-tax) recorded in 2023 and a charge of \$23 million (\$16 million after-tax), net of estimated insurance recoveries, recorded in 2022. Both are related to settlement of an employment litigation matter. SCE and Edison International settled the matter following an atypical jury award.
- Charges of \$7 million (\$5 million after-tax) recorded in 2023 for wildfire claims and expenses, net of recoveries, related to the Post-2018 Wildfires. See "Notes to Consolidated Financial Statements—Note 12. Commitments and Contingencies" for further information.
- A charge of \$81 million (\$64 million after-tax) recorded in 2022 related to the Presiding Officer's Decision ("POD") in September 2022 related to SCE's Upstream Lighting Program.
- Impairment charges of \$64 million (\$46 million after-tax) recorded in 2022 including \$47 million (\$34 million after-tax) related to SCE's CSRP settlement agreement and \$17 million (\$12 million after-tax) related to historical capital expenditures disallowed in Track 3.
- A charge of \$14 million (\$10 million after-tax) recorded in 2022 related to organizational realignment services.
- Customer revenues Net earnings of \$44 million \$42 million (\$35 33 million after-tax) and \$14 million (\$11 million after-tax) recorded in 2023 and 2022, related to customer revenues for an EIS insurance contract contract offset by expected wildfire claims insured by EIS. See "Notes to Consolidated Financial Statements—Note 17. Related-Party Transactions" for further information.

See "Results of Operations" for discussion of SCE's and Edison International Parent and Other's results of operations.

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2025 General Rate Case

SCE filed its 2025 GRC application with the CPUC in May 2023, for the four-year period of 2025 – 2028. In its application, SCE is requesting that the CPUC authorize SCE's test year 2025 revenue requirement of \$10.3 billion approximately \$10.3 billion. This represents a \$1.9 billion, or 23% increase over the approximately \$8.4 billion 2024 revenue requirement that SCE has requirements requested in Track 4 after downward adjustments of \$235 million resulting from subsequent adjusted for the CPUC's decisions after the initial Track 4 filing, including the to adopt SCE's 2023 to 2025 cost of capital decision and adoption of SCE's expanded customer-funded self-insurance for wildfire-related claims.

SCE's 2025 GRC request also includes proposed revenue requirement increases of approximately \$600 million, \$700 million \$600 million, \$700 million and \$700 million \$700 million in 2026, 2027 and 2028, respectively.

SCE's 2025 GRC highlights its focus on safely providing electric service to its customers that is reliable, resilient, and ready for their needs today and the clean energy transition directed by California policy. The critical drivers of SCE's 2025 GRC request include returning to historical levels of infrastructure replacement work necessary for system reliability as wildfire mitigation investments stabilize, investments in reliability and capacity upgrades to ready the grid for increased electrification to meet customer needs and California's electrification and de-carbonization goals, and investments in programs aimed at protecting the safety of the public, customers and SCE's workforce.

For details of 2023 – 2028 capital program forecast and range case, see "—Capital Program."

Track 4

In September 2023, SCE filed an all-party settlement in Track 4. If approved by the CPUC, it will authorize an \$8.4 billion revenue requirement for 2024, an approximately \$200 million reduction to SCE's initial request. The approved revenue requirement will be subject to adjustments for SCE's 2024 cost of capital and expanded customer-funded self-insurance for wildfire-related claims.

Capital Program

Total capital expenditures (including accruals) were \$2.6 billion \$3.9 billion and \$4.1 billion for the first six nine months ended June 30, 2023 September 30, 2023 and 2022, 2022, respectively.

Based on the 2025 GRC application, SCE forecasts a \$43.5 billion \$43.3 billion total capital program for 2023 through 2028, which includes CPUC-jurisdictional GRC capital expenditures, CPUC non-GRC capital spending, expenditures, and FERC capital spending, expenditures. If all capital expenditures requested in SCE's 2025 GRC were approved by the CPUC, SCE forecasts total weighted-average rate base incorporating CPUC- and FERC-jurisdictional capital expenditures increasing to \$60.9 billion by 2028. During the quarter ended September 30, 2023, SCE updated the 2023 and 2024 capital expenditures to reflect the significant risk associated with the utility owned storage projects being completed in 2023. In addition, SCE updated 2024 – 2028 capital expenditures to reflect an updated forecast for ongoing delays in the Riverside Transmission Reliability Project (see "Liquidity and Capital Resources—SCE—Capital Investment Plan" in the 2022 MD&A) as well as the Track 4 settlement. SCE also updated the rate base forecast to reflect these factors and a five-year compound annual growth rate reduction of working capital following implementation of the customer-funded self-insurance program. In October 2023, the CPUC issued a proposed decision that would deny SCE's Building Electrification Program Application. If adopted, the decision would reduce requested capital expenditures by approximately 8% starting from 2023, \$270 million between 2025 and 2028 (see "Liquidity and Capital Resources—SCE—Regulatory Proceedings" in the 2022 MD&A).

Based on management judgment of potential capital spending variability informed by historical precedent of previously authorized amounts, potential permitting delays and other operational considerations, a range case has been prepared reflecting reductions to CPUC-jurisdictional GRC capital expenditures, CPUC non-GRC capital spending expenditures and FERC capital spending, expenditures. Based on the range case, SCE forecasts a \$37.8 billion total capital program for 2023 through 2028. This implies total weighted-average rate base incorporating CPUC- and FERC-jurisdictional capital expenditures increasing to \$55.2 \$55.4 billion by 2028.

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SCE's 2023 – 2028 forecast for major capital expenditures is set forth in the table below:

(in billions)							Total
	2023	2024	2025	2026	2027	2028	2023 – 2028
Traditional capital expenditures							
Distribution	\$ 4.2	\$ 4.1	\$ 5.2	\$ 5.7	\$ 5.6	\$ 5.6	\$ 30.4
Transmission	0.5	0.6	0.8	0.7	0.8	0.6	4.0
Generation	0.2	0.2	0.2	0.2	0.2	0.1	1.1
Subtotal	4.9	4.9	6.2	6.6	6.6	6.3	35.5

Wildfire mitigation-related capital expenditures	1.1	1.3	1.3	1.4	1.5	1.4	8.0
Total capital expenditures	\$ 6.0	\$ 6.2	\$ 7.5	\$ 8.0	\$ 8.1	\$ 7.7	\$ 43.5
Total capital expenditures using range case discussed above	\$ 5.7	\$ 5.7	\$ 6.6	\$ 6.7	\$ 6.7	\$ 6.4	\$ 37.8

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(in billions)	2023	2024	2025	2026	2027	2028	Total 2023 – 2028
Traditional capital expenditures							
Distribution	\$ 3.8	\$ 4.1	\$ 5.2	\$ 5.7	\$ 5.6	\$ 5.6	\$ 30.0
Transmission	0.5	0.4	0.8	0.9	1.0	0.7	4.3
Generation	0.1	0.2	0.2	0.2	0.2	0.1	1.0
Subtotal	4.4	4.7	6.2	6.8	6.8	6.4	35.3
Wildfire mitigation-related capital expenditures	1.1	1.3	1.3	1.4	1.5	1.4	8.0
Total capital expenditures	\$ 5.5	\$ 6.0	\$ 7.5	\$ 8.2	\$ 8.3	\$ 7.8	\$ 43.3
Total capital expenditures using range case discussed above	\$ 5.3	\$ 5.6	\$ 6.6	\$ 6.9	\$ 6.9	\$ 6.5	\$ 37.8

In addition to the amounts presented in the table above, SCE expects to make additional CPUC capital investments, the recovery of which will be subject to future regulatory approval. This includes non-GRC programs including **additional spending on** an enterprise resource planning software implementation and an advanced metering infrastructure program. In addition, in May 2023, CAISO released its 2022 – 2023 Transmission Plan based on the CPUC's projections that it needs to add more than 40 gigawatts of new resources by 2032. As the incumbent transmission owner for a portion of these transmission projects, SCE expects to construct projects representing at least **\$2.3 billion \$2 billion** of expenditures, most of which will be incurred beyond 2028.

Reflected below is SCE's weighted average annual rate base for 2023 – 2028 incorporating CPUC- and FERC- jurisdictional capital expenditures.

(in billions)	2023	2024	2025	2026	2027	2028	2023	2024	2025	2026	2027	2028
Rate base for expected capital expenditures	\$ 41.9	\$ 44.3	\$ 49.7	\$ 53.3	\$ 57.0	\$ 60.9	\$ 41.3	\$ 43.9	\$ 49.5	\$ 53.2	\$ 57.0	\$ 60.9
Rate base for expected capital expenditures using range case discussed above	\$ 41.6	\$ 43.5	\$ 48.0	\$ 50.3	\$ 52.6	\$ 55.2	\$ 41.1	\$ 43.3	\$ 48.0	\$ 50.4	\$ 52.8	\$ 55.4

For further information regarding the capital program, see "Liquidity and Capital Resources—SCE—Capital Investment Plan" below and "Management Overview—Capital Program" in the 2022 MD&A.

Customer-Funded Self-Insurance

In May 2023, the CPUC approved a joint petition for modification of the 2021 GRC decision filed by SCE, The Utility Reform Network and the Public Advocates Office, allowing SCE to expand its use of self-insurance. The **approved** self-insurance program **will be in place for wildfires ignited between July 1, 2023 and December 31, 2024,** and will be funded through CPUC-jurisdictional rates with \$150 million collected for the second half of 2023 and, in the absence of wildfire-related claims, \$300 million collected for 2024. **These modifications result** **The self-insurance program results** in a reduction to current revenue requirements of \$80 million in 2023 and, subject to adjustment, \$160 million in 2024. If losses are accrued for wildfire-related claims, the **petition for modification program** contains an adjustment mechanism that will increase rates in subsequent years as needed, to allow for full recovery of the amounts accrued **up to \$1.0 billion per policy year,** subject to a shareholder contribution of 2.5% of any self-insurance costs ultimately paid exceeding \$500 million in any **policy year,** up to a maximum annual contribution of \$12.5 million, **per policy year.** If adopted in the 2025 GRC, this self-insurance framework **would will** continue **at least through 2028,** supporting a self-insurance fund of up to

~~\$1.0 billion.~~ \$1.0 billion per policy year. SCE expects continuation of the customer-funded self-insurance framework to be adopted without protest in the 2025 GRC. Depending upon losses over time, customers will benefit further from SCE's wildfire self-insurance program as a result of not having to fund the recurring costs of SCE purchasing commercial wildfire insurance coverage.

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Southern California Wildfires and Mudslides

2017/2018 Wildfire/Mudslide Events

As discussed in the 2022 Form 10-K, multiple lawsuits and investigations related to the 2017/2018 Wildfire/Mudslide Events have been initiated against SCE and Edison International. SCE has previously settled claims under the Local Public Entity Settlement, the TKM Subrogation Settlement, the Woolsey Subrogation Settlement and the SED Agreement. In addition, SCE has also entered into settlements with approximately ~~10,000~~ 11,000 individual plaintiffs in the 2017/2018 Wildfire/Mudslide Events litigation as of ~~June 30, 2023~~ September 30, 2023.

Each reporting period, management reviews its loss estimates for remaining alleged and potential claims related to the 2017/2018 Wildfire/Mudslide Events. Management's third quarter 2023 review included a review of information obtained from settling claims in the 2017/2018 Wildfire/Mudslide Events litigations through the third quarter of 2023, including higher than expected costs to settle claims. Management's review also included a review of information obtained in the third quarter of 2023 regarding the nature of claims remaining in the 2017/2018 Wildfire/Mudslide Events litigations. As a result of management's third quarter 2023 review, a \$475 million increase in estimated losses for the 2017/2018 Wildfire/Mudslide Events as of September 30, 2023 was recorded. As a result, SCE recorded expected recoveries through FERC electric rates of \$27 million against the charge. The resulting net charge to earnings was \$448 million (\$323 million after-tax).

Through ~~June 30, 2023~~ September 30, 2023, SCE has accrued estimated losses of ~~\$8.8 billion~~ \$9.3 billion, expected recoveries from insurance of \$2.0 billion, all of which have been collected, and expected recoveries through FERC electric rates of ~~\$382 million~~ \$409 million, ~~\$339 million~~ \$358 million of which has been collected, related to the 2017/2018 Wildfire/Mudslide Events. The after-tax net charges to earnings recorded through ~~June 30, 2023~~ September 30, 2023 have been ~~\$4.7~~ \$5.0 billion.

Estimated losses for the 2017/2018 Wildfire/Mudslide Events litigation are based on a number of assumptions and are subject to change as additional information becomes available. Actual losses incurred may be higher or lower than estimated based on several factors, including the uncertainty in estimating damages that have been or may be alleged. For instance, SCE will receive additional information with respect to damages claimed as the claims mediation processes progress. Other factors that can cause actual losses incurred to be higher or lower than estimated include the ability to reach settlements and the outcomes of settlements reached through the ongoing claims mediation processes, uncertainties related to the sufficiency of insurance held by plaintiffs, uncertainties related to the litigation processes, including whether plaintiffs will ultimately pursue claims, uncertainty as to the legal and factual determinations to be made during litigation, including uncertainty as to the contributing causes of the 2017/2018 Wildfire/Mudslide Events, the complexities associated with fires that merge and whether inverse condemnation will be held applicable to SCE with respect to damages caused by the Montecito Mudslides, and the uncertainty as to how these factors impact future settlements.

As of ~~June 30, 2023~~ September 30, 2023, SCE had paid ~~\$8.1 billion~~ \$8.4 billion under executed settlements and had ~~\$130 million~~ \$209 million to be paid under executed settlements, including \$65 million to be paid under the SED Agreement, related to the 2017/2018 Wildfire/Mudslide Events. After giving effect to all payment obligations under settlements entered into through ~~June 30, 2023~~ September 30, 2023, Edison International's and SCE's best estimate of expected losses for remaining alleged and potential claims related to the 2017/2018

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Wildfire/Mudslide Events was ~~\$572~~ \$728 million. Edison International and SCE may incur a material loss in excess of amounts accrued in connection with the remaining alleged and potential claims related to the 2017/2018 Wildfire/Mudslide Events.

SCE will seek CPUC-jurisdictional rate recovery of prudently-incurred losses and related costs realized in connection with the 2017/2018 Wildfire/Mudslide Events in excess of available insurance and FERC-jurisdictional recoveries, other than for any obligations under the SED Agreement. Based on Edison International's and SCE's current best estimate of expected losses for the 2017/2018 Wildfire/Mudslide Events, SCE currently expects to seek CPUC-jurisdictional rate recovery of approximately \$6 billion \$6.4 billion of uninsured claims by filing future applications with the CPUC. In August 2023, SCE targets the third quarter of 2023 for filing the first of such cost recovery applications and expects to request seek rate recovery of approximately \$2 billion \$2.4 billion of prudently incurred losses related to the

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Thomas Fire, the Koenigstein Fire and the Montecito Mudslides, consisting of \$2.0 billion of uninsured claims in that filing related to TKM. In its applications, SCE will also seek and \$0.4 billion of associated costs, including legal fees and financing costs and costs. In its filing, SCE is also seeking capital recovery of approximately \$65 million in restoration costs. SCE's plans with respect to these filings may be delayed or modified. For example, SCE has requested that the filings may be delayed if litigation proceedings related to the 2017/2018 Wildfire/Mudslide Events do not progress as anticipated. CPUC issue a proposed decision on its application in February 2025. Because the CPUC's decision in a cost recovery proceeding involving SDG&E arising from several 2007 wildfires in SDG&E's service area is the only directly comparable precedent available, SCE believes that there is substantial uncertainty regarding how the CPUC will interpret and apply its prudence standard to an investor-owned utility in wildfire cost-recovery proceedings for fires ignited prior to the adoption of AB 1054 on July 12, 2019. Accordingly, while the CPUC has not made a determination regarding SCE's prudence relative to any of the 2017/2018 Wildfire/Mudslide Events, SCE is unable to conclude, at this time, that uninsured CPUC-jurisdictional wildfire-related costs related to the 2017/2018 Wildfire/Mudslide Events are probable of recovery through electric rates.

Safety Certification and Wildfire Mitigation Plan

SCE filed its 2023 – 2025 WMP in March 2023. In October 2023, the OEIS approved SCE's 2023 – 2025 WMP, which approval is subject to CPUC ratification. SCE currently has a valid safety certification which will remain valid until the OEIS acts on SCE's September 12, 2023 request for a new safety certification.

For further information on Southern California Wildfires and Mudslides, see "Risk Factors," "Notes to Consolidated Financial Statements—Note 1. Summary of Significant Accounting Policies—Initial and annual contributions to the wildfire insurance fund established pursuant to California Assembly Bill 1054," "Business—Southern California Wildfires" in the 2022 Form 10-K and "Notes to Consolidated Financial Statements—Note 12. Commitments and Contingencies—Contingencies—Southern California Wildfires and Mudslides" in this report.

RESULTS OF OPERATIONS

SCE

SCE's results of operations are derived mainly through two sources:

- Earning activities – representing revenue authorized by the CPUC and the FERC, which is intended to provide SCE with a reasonable opportunity to recover its costs and earn a return on its net investment in generation, transmission and distribution assets. The annual revenue requirements are comprised of authorized operation and maintenance costs, depreciation, taxes and a return consistent with the capital structure. Also, included in earnings activities are revenue or penalties related to incentive mechanisms, other operating revenue, and regulatory charges or disallowances.
- Cost-recovery activities – representing CPUC- and FERC- authorized balancing accounts, which allow for recovery of specific project or program costs, subject to reasonableness review or compliance with upfront standards, as well as non-bypassable rates collected for SCE Recovery Funding LLC. Cost-recovery activities include rates which provide recovery, subject to reasonableness review of, among other things, fuel costs, purchased power costs, public purpose related-program costs (including energy efficiency and demand-side management programs), certain operation and maintenance expenses (including vegetation management and wildfire insurance), and repayment of bonds and financing costs of SCE Recovery Funding LLC. SCE earns no return on these activities.

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The following table is a summary of SCE's results of operations for the periods indicated.

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Three months ended **June 30, 2023** September 30, 2023 versus **June 30, 2022** September 30, 2022

(in millions)	Three months ended June 30, 2023			Three months ended June 30, 2022			Three months ended September 30, 2023			Three months ended September 30, 2022		
	Cost-			Cost-			Cost-			Cost-		
	Earning	Recovery	Total	Earning	Recovery	Total	Earning	Recovery	Total	Earning	Recovery	Total
	Activities	Activities	Consolidated	Activities	Activities	Consolidated	Activities	Activities	Consolidated	Activities	Activities	Consolidated
Operating revenue	\$ 2,167	\$ 1,782	\$ 3,949	\$ 2,164	\$ 1,832	\$ 3,996	\$ 2,387	\$ 2,300	\$ 4,687	\$ 2,450	\$ 2,767	\$ 5,217
Purchased power and fuel	—	1,147	1,147	—	1,304	1,304	—	1,988	1,988	—	2,485	2,485
Operation and maintenance	606	629	1,235	790	549	1,339	552	302	854	673	304	977
Wildfire-related claims, net of insurance recoveries	—	—	—	2	—	2	479	—	479	880	—	880
Wildfire Insurance Fund expense	53	—	53	53	—	53	54	—	54	54	—	54
Depreciation and amortization	638	10	648	596	4	600	650	15	665	732	5	737
Property and other taxes	135	13	148	117	2	119	133	5	138	126	2	128
Impairment, net of other operating income	—	—	—	64	—	64	—	—	—	(1)	—	(1)
Total operating expenses	1,432	1,799	3,231	1,622	1,859	3,481	1,868	2,310	4,178	2,464	2,796	5,260
Operating income (loss)	735	(17)	718	542	(27)	515	519	(10)	509	(14)	(29)	(20)
Interest expense	(320)	(8)	(328)	(227)	(7)	(234)	(353)	(16)	(369)	(253)	(5)	(258)
Other income	102	25	127	34	34	68	102	26	128	37	34	71

Income before income taxes	517	—	517	349	—	349			
Income tax expense	68	—	68	22	—	22			
Net income	449	—	449	327	—	327			
Income (loss) before income taxes				268	—	268	(230)	—	(2)
Income tax benefit				(1)	—	(1)	(177)	—	(1)
Net income (loss)				269	—	269	(53)	—	(1)
Less: Preference stock dividend requirements	29	—	29	25	—	25	30	—	27
Net income available for common stock	\$ 420	\$ —	\$ 420	\$ 302	\$ —	\$ 302			
Net income (loss) available for common stock				\$ 239	\$ —	\$ 239	\$ (80)	\$ —	\$ —

Earning Activities

Earning activities were primarily affected by the following:

- Higher Lower operating revenue of \$3 million \$63 million primarily due to the following:
 - A decrease of CPUC-related revenue of \$139 million due to lower CSRP revenue requirements approved in 2023 than in 2022.
 - An increase of CPUC-related revenue of \$100 million \$107 million due to the escalation mechanism set forth in the 2021 GRC final decision.
 - An increase of CPUC-related revenue of \$25 million related to CSRP revenue requirements approved in 2022 and 2023.
 - An increase of CPUC-related revenue of \$24 million related to higher recovery of operating expenses and higher return on rate base from balancing accounts.
 - An increase A decrease of FERC-related revenue and other operating revenue of \$23 million \$22 million primarily due to higher FERC-eligible operating expenses and higher late payment charges and increased application fees paid by customers.
 - A decrease of CPUC-related revenue of \$169 million mainly due to lower wildfire-related claims and expenses that had been authorized for recovery through Track 2 and Track 3, to be recovered in FERC revenues compared to 2022.
- Lower operation and maintenance expenses of \$184 million \$121 million primarily due to the following:
 - In 2022, SCE recognized \$163 million a charge of \$95 million related to the POD on SCE's Upstream Lighting Program. This consisted of \$76 million of disallowed costs reclassified from cost recovery activities and \$19 million of fines.
 - Lower uncollectible expenses of \$31 million primarily due to prior period expenses not subject to balancing account treatment due cost recovery recorded in 2022. A CPUC decision in 2022 required SCE to change its methodology for calculating the approval in Track 3 portion of uncollectibles expenses incremental to recover wildfire-related expenses that had been deferred as regulatory assets. The wildfire expenses were offset in revenue. GRC authorized revenues.

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- In Wildfire-related claim charges were \$479 million and \$880 million in 2023 and 2022, SCE recognized a charge of \$23 million related to settlement of an employment litigation matter, net of estimated insurance recoveries. In 2023, an additional insurance recovery of \$10 million was recognized respectively, primarily related to the matter.
- A charge of \$17 million related to customer cancellations of certain ECS data services in 2023, 2017/2018 Wildfire/Mudslide Events. See "Notes to Consolidated Financial Statements—Note 1. Summary of Significant Accounting Policies" for further information.
- A charge of \$14 million related to organizational realignment services in 2022, 12. Commitments and Contingencies—Contingencies—Southern California Wildfires and Mudslides."
- Higher Lower depreciation and amortization expense of \$42 million \$82 million primarily due to increased plant balances the CSRP decision received in 2023 and recognition 2022, which authorized SCE to recover \$134 million of previously deferred CSRP-related expenses.
- Higher property and other taxes of \$18 million primarily due to higher property assessed value depreciation expense in 2023, Q3 2022.
- Higher interest expense of \$93 million \$100 million primarily due to increased borrowing and higher interest rates on long-term debt short-term debt and balancing account overcollections.
- SCE recognized an impairment charge of \$17 million related to the CPUC decision in Track 3 and a \$47 million impairment charge related to a settlement agreement between SCE and The Utility Reform Network ("TURN") in the CSRP proceeding during 2022, with no comparable charges during 2023, overcollections, as well as increased long-term borrowing.
- Higher other income of \$68 million \$65 million primarily due to a higher interest rate applied to balancing account undercollections.
- See "Income Taxes" below for the explanation of the \$46 million increase \$176 million decrease in income tax expenses, benefits.

Cost-Recovery Activities

Operating Decreases in operating revenue and the corresponding operating expenses in cost-recovery activities were primarily affected due to lower purchased power and fuel costs related to lower purchased power volumes, lower power and gas prices and lower capacity costs, partially offset by the following: hedging activities.

- Lower purchased power and fuel costs of \$157 million, primarily due to lower power and gas prices and lower purchased power volume, partially offset by losses on gas and power hedging activities.
- Higher operation and maintenance costs of \$80 million primarily due to:
 - In May 2023, SCE recognized \$205 million of previously deferred WEMA costs related to incremental wildfire insurance premiums that provided coverage for the last six months of 2020. For more information, see "Liquidity and Capital Resources—SCE—Regulatory Proceeding."
 - In 2022, SCE recognized \$125 million of previously deferred wildfire mitigation expenses upon approval of Track 3.
- Higher property and other taxes of \$11 million from additional AB 1054 Excluded Capital Expenditures financed through securitization in April 2023.

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Six Nine months ended June 30, 2023 September 30, 2023 versus June 30, 2022 September 30, 2022

(in millions)	Six months ended June 30, 2023			Six months ended June 30, 2022			Nine months ended September 30, 2023			Nine months ended September 30, 2022		
	Cost-			Cost-			Cost-			Cost-		
	Earning	Recovery	Total	Earning	Recovery	Total	Earning	Recovery	Total	Earning	Recovery	Total
	Activities	Activities	Consolidated	Activities	Activities	Consolidated	Activities	Activities	Consolidated	Activities	Activities	Consolidated
Operating revenue	\$ 4,400	\$ 3,499	\$ 7,899	\$ 4,431	\$ 3,526	\$ 7,957	\$ 6,787	\$ 5,799	\$ 12,586	\$ 6,881	\$ 6,293	\$ 13,17
Purchased power and fuel	—	2,465	2,465	—	2,341	2,341	—	4,453	4,453	—	4,826	4,82

Operation and maintenance	1,276	1,040	2,316	1,580	1,225	2,805	1,828	1,342	3,170	2,252	1,529	3,781
Wildfire-related claims, net of insurance recoveries	96	—	96	427	—	427	575	—	575	1,307	—	1,307
Wildfire Insurance Fund expense	105	—	105	106	—	106	159	—	159	160	—	160
Depreciation and amortization	1,287	17	1,304	1,175	8	1,183	1,937	32	1,969	1,907	13	1,920
Property and other taxes	272	15	287	233	10	243	405	20	425	359	12	371
Impairment, net of other operating income	—	—	—	62	—	62	—	—	—	61	—	61
Total operating expenses	3,036	3,537	6,573	3,583	3,584	7,167	4,904	5,847	10,751	6,046	6,380	12,426
Operating income (loss)	1,364	(38)	1,326	848	(58)	790	1,883	(48)	1,835	835	(87)	748
Interest expense	(615)	(13)	(628)	(437)	(10)	(447)	(968)	(29)	(997)	(691)	(15)	(706)
Other income	196	51	247	71	68	139	298	77	375	108	102	210
Income before income taxes	945	—	945	482	—	482	1,213	—	1,213	252	—	252
Income tax expense (benefit)	97	—	97	(18)	—	(18)	96	—	96	(195)	—	(195)
Net income	848	—	848	500	—	500	1,117	—	1,117	447	—	447
Less: Preference stock dividend requirements	58	—	58	51	—	51	88	—	88	78	—	78
Net income available for common stock	\$ 790	\$ —	\$ 790	\$ 449	\$ —	\$ 449	\$ 1,029	\$ —	\$ 1,029	\$ 369	\$ —	\$ 369

Earning Activities

Earning activities were primarily affected by the following:

- Lower operating revenue of \$31 million \$94 million primarily due to the following:
 - A decrease of CPUC-related revenue of \$352 million \$358 million due to lower wildfire-related expenses that had been authorized for recovery during 2022 through Track 2 and Track 3.

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- A decrease of CPUC-related revenue of \$50 million related to lower CSRP revenue requirements approved in 2023 than in 2022.
- An increase of CPUC-related revenue of \$203 million \$310 million due to the escalation mechanism set forth in the 2021 GRC decision.
- An increase of CPUC-related revenue of \$89 million related to CSRP revenue requirements approved in 2022 and 2023.
- An increase of FERC-related revenue of \$12 million primarily due to higher rate base and higher FERC-eligible operating expenses.
- An increase of other operating revenue of \$17 million primarily due to higher late payment charges and increased application fees paid by customers.
- Lower operation and maintenance expenses of \$304 million \$424 million primarily due to the following:
 - In 2022, SCE recognized \$404 million of previously deferred wildfire-related expenses upon approval of Track 2 and Track 3, compared to \$84 million \$54 million previously deferred expenses recognized in 2023 primarily related to the Track 3 and CSRP approvals. The wildfire and CSRP-related expenses were offset in revenue. 2023.

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- In 2022, SCE recognized a charge of \$23 million related to settlement of an employment litigation matter, net of estimated insurance recoveries. In 2023, an additional insurance recovery of \$10 million was recognized \$95 million related to the matter. POD on SCE's Upstream Lighting Program. This consisted of \$76 million of disallowed costs reclassified from cost recovery activities and \$19 million of fines.
- Lower uncollectible expenses of \$50 million primarily due to prior period expenses not subject to cost recovery recorded in 2022. A CPUC decision in 2022 required SCE to change its methodology for calculating the portion of uncollectibles expenses incremental to GRC authorized revenues.
- In 2023, SCE recognized a probable disallowance of \$30 million related to the 2021 NDCTP. See "Liquidity and Capital Resources—SCE—Decommissioning of San Onofre" for more information.
- A charge of \$17 million related to customer cancellations of certain ECS data services in 2023. See "Notes to Consolidated Financial Statements—Note 1. Summary of Significant Accounting Policies" for further information.
- A charge of \$14 million related to organizational realignment services in 2022.
- Wildfire-related claim charges were \$90 million \$575 million and \$416 million \$1.3 billion in 2023 and 2022, respectively, primarily related to the 2017/2018 Wildfire/Mudslide Events. Also included in the charges are \$6 million and \$11 million recorded in 2023 and 2022, respectively, for self-insured retention expenses related to the Post-2018 Wildfires. See "Notes to Consolidated Financial Statements—Note 12. Commitments and Contingencies—Contingencies—Southern California Wildfires and Mudslides."
- Higher depreciation and amortization expense of \$112 million \$30 million primarily due to recognition increased plant balances, partially offset by the CSRP decision received in 2022, which authorized SCE to recover \$134 million of previously deferred CSRP-related expenses and increased plant balances depreciation expense in 2023. Q3 2022.
- Higher property and other taxes of \$39 million \$46 million primarily due to higher property assessed value in 2023.
- Lower impairment and other operating income of \$62 million \$61 million primarily due to impairments of \$17 million related to the CPUC decision in Track 3 and \$47 million related to a settlement agreement between SCE and TURN in the CSRP proceeding during 2022, with no comparable charges during 2023.
- Higher interest expense of \$178 million \$277 million primarily due to increased long-term borrowing, higher interest rates on long-term debt, short-term debt and balancing account overcollections, overcollections, as well as increased long-term borrowing.
- Higher other income of \$125 million \$190 million primarily due to a higher interest rate applied to balancing account undercollections.
- See "Income Taxes" below for the explanation of the \$115 million \$291 million increase in income tax expenses.

Cost-Recovery Activities

Operating revenue and the corresponding operating expenses in cost-recovery activities were primarily affected by the following:

- Higher Lower purchased power and fuel costs of \$124 million \$373 million, primarily due to higher lower purchased power and gas prices and higher capacity costs, volumes, partially offset by lower purchased power volume, hedging activities.

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- Lower operation and maintenance costs of \$185 million \$187 million primarily due to:
 - A decrease of \$244 million due to lower recognition of previously deferred wildfire mitigation expenses approved through Track 2 and Track 3 during 2023 than in 2022.
 - Lower insurance costs of \$122 million due to expansion of SCE's use of customer-funded self-insurance for wildfire-related claims in July 2023.
 - A decrease of \$137 million \$109 million primarily due to authorization received in the first quarter of 2022 to recover 2020 and 2021 uncollectible costs that had been deferred as regulatory assets.
 - In May 2023, SCE recognized \$205 million of previously deferred WEMA costs related to incremental wildfire insurance premium premiums that provide provided coverage for the last six months of 2020. For more information, see "Liquidity and Capital Resources—SCE—Regulatory Proceeding."
 - \$76 million of disallowed costs were reclassified to earnings activities related to Upstream Lighting Program in 2022. See "—Earnings Activities" above.

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- Higher amortization expense of \$19 million primarily due to recovery of expenses associated with AB 1054 Excluded Capital Expenditures financed through securitization.
- Higher interest expenses of \$14 million primarily due to recovery of expenses associated with AB 1054 Excluded Capital Expenditures financed through securitization.
- Lower other income of \$17 million \$25 million primarily driven by lower net periodic benefit income related to the non-service cost components for SCE's pension and PBOP.

Supplemental Operating Revenue Information

As a result of the CPUC-authorized decoupling mechanism, SCE revenues are not affected by changes in volume of retail electricity sales.

Income Taxes

The increase in Higher income tax expense of \$46 million \$176 million and \$115 million \$291 million for the three and six nine months ended June 30, 2023 September 30, 2023, respectively, compared to the same period in 2022, was primarily driven by the increase in pre-tax income, income and lower tax benefit associated with CSRP revenue recovery in 2023. The effective tax rates were 13.2% (0.4)% and 6.3% (77.0)% for the three months ended June 30, 2023 September 30, 2023 and 2022, respectively. The effective tax rates were 10.3% 7.9% and (3.7) (77.4)% for the six nine months ended June 30, 2023 September 30, 2023, and 2022, respectively. SCE's effective tax rate is below the federal statutory rate of 21% for 2023 and 2022 primarily due to the CPUC's CPUC's flow-through ratemaking treatment for the current tax benefit arising from certain property-related and other temporary differences, which reverse over time. The accounting treatment for these temporary differences results in recording regulatory assets and liabilities for amounts that would otherwise be recorded to deferred tax expense, expense/benefit.

See "Notes to Consolidated Financial Statements—Note 8. Income Taxes" for a reconciliation of the federal statutory rate to the effective income tax rates.

Edison International Parent and Other

Results of operations for Edison International Parent and Other include amounts from other subsidiaries that are not reportable as segments, as well as intercompany eliminations.

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Loss from Operations

The following table summarizes the results of Edison International Parent and Other:

(in millions)	Three months ended June				Three months ended September				Nine months ended September 30,			
	30,		Six months ended June 30,		30,		September 30,		September 30,		September 30,	
	2023	2022	2023	2022	2023	2022	2023	2022	2023	2022	2023	2022
Edison Energy Group, Inc. (a subsidiary of Edison International) and subsidiaries	\$ (5)	\$ (1)	\$ (7)	\$ (6)	\$ (4)	\$ (4)	\$ (11)	\$ (10)				
Corporate expenses and other subsidiaries	(35)	(34)	(67)	(66)	(53)	(17)	(120)	(83)				
Edison International Parent and Other net loss	\$ (40)	\$ (35)	\$ (74)	\$ (72)	\$ (57)	\$ (21)	\$ (131)	\$ (93)				
Preferred stock dividend requirement	26	26	52	52								
Less: Preferred stock dividend requirement					27	27	79	79				
Edison International Parent and Other net loss attributable to common stock	\$ (66)	\$ (61)	\$ (126)	\$ (124)	\$ (84)	\$ (48)	\$ (210)	\$ (172)				

The net loss attributable to common stock from operations of Edison International Parent and Other increased \$5 million \$36 million for the three months ended June 30, 2023, and increased \$2 million for the six months ended June 30, 2023 September 30, 2023 compared to the same periods period in 2022, primarily due to higher interest expense and lack of earnings from an EIS insurance contract. The net loss attributable to common stock from operations of Edison International Parent and Other increased \$38 million for the nine months ended September 30, 2023 compared to the same period in 2022, primarily due to higher interest expense, partially offset by customer revenues for higher earnings from an EIS insurance contract. See "Notes to Consolidated Financial Statements—Note 12. Commitments and Contingencies" and "Notes to Consolidated Financial Statements—Note 17. Related Party Transactions."

LIQUIDITY AND CAPITAL RESOURCES

SCE

SCE's ability to operate its business, fund capital expenditures, and implement its business strategy is dependent upon its cash flows and access to the bank and capital markets. SCE's overall cash flows fluctuate based on, among other things, its ability to recover its costs in a timely manner from its customers through regulated rates, changes in commodity prices and volumes,

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collateral requirements, interest obligations, dividend payments to and equity contributions from Edison International, obligations to preference shareholders, and the outcome of tax, regulatory and legal matters. For information on the California law requirements on the declaration of dividends, see "Liquidity and Capital Resources—SCE—SCE Dividends" in the 2022 Form 10-K.

In the next 12 months, SCE expects to fund its cash requirements through operating cash flows, capital market and bank financings and equity contributions from Edison International Parent, as needed. SCE also has availability under its credit facility to fund cash requirements. SCE also

expects to issue additional debt for general corporate purposes, and to finance and refinance debt issued for payment of claims and expenses related to the 2017/2018 Wildfire/Mudslide Events.

SCE has invested all \$1.6 billion of the required AB 1054 Excluded Capital Expenditures. SCE issued securitized bonds in the amounts of \$338 million, \$533 million and \$775 million in February 2021, February 2022 and April 2023, respectively, to finance these expenditures and related financing costs. SCE used the proceeds of the April 2023 securitized bonds to repay a term loan of \$730 million prior to its maturity in May 2023. For further details, see "Notes to Consolidated Financial Statements—Note 5. Debt and Credit Agreements."

In the first quarter of 2023, Moody's upgraded SCE's credit rating from Baa2 to Baa1 and revised SCE's rating outlook from positive to stable. In April the second quarter of 2023, Fitch upgraded SCE's credit rating from BBB- to BBB and revised SCE's rating outlook from positive to stable. The following tables summarizes SCE's current long-term issuer credit ratings and outlook from the major credit rating agencies:

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	Moody's	Fitch	S&P
Credit Rating	Baa1	BBB	BBB
Outlook	Stable	Stable	Stable

SCE's credit ratings may be affected if, among other things, regulators fail to successfully implement AB 1054 in a consistent and credit supportive manner or the Wildfire Insurance Fund is depleted by claims from catastrophic wildfires. Credit rating downgrades increase the cost and may impact the availability of short-term and long-term borrowings, including commercial paper, credit facilities, bond financings or other borrowings. In addition, some of SCE's power procurement contracts would require SCE to pay related liabilities or post additional collateral if SCE's credit rating were to fall below investment grade. For further details, see "—Margin and Collateral Deposits."

The As discussed in the 2022 Form 10-K, the cost of capital adjustment mechanism set by the CPUC could provides for an adjustment to SCE's authorized cost of capital that, when triggered, will impact SCE's results of operations and cash flows. The In 2023, the cost of capital adjustment mechanism's benchmark beginning January 1, 2023 is 4.37%, which is mechanism was triggered when the difference between the average Moody's Baa utility bond yield for the 12-month period from October 1, 2021 October 1, 2022 through September 30, 2022. If the difference between the benchmark September 30, 2023 and the average of the same index for the 12-month period from October 1, 2022 to September 30, 2023 exceeds mechanism's benchmark exceeded 100-basis points, points. As a result, absent CPUC action, SCE's CPUC-authorized ROE for 2024 will automatically increase from 10.05% to 10.75%. The adjustment will result in an increase to the GRC related revenue requirement for 2024 of \$175 million. SCE's authorized costs of long-term debt and preferred equity will also be adjusted for 2024 by half to reflect the amount of then-current embedded costs and projected interest rates. Intervenor may protest the difference (up or down). The average Moody's Baa utility bond yield between October 1, 2022 and July 19, 2023 was 5.72%. The spot rate for Moody's Baa utility bond was 5.61% on July 19, 2023. An average Moody's Baa utility bond yield of 4.05% or higher from July 20, 2023 through September 30, 2023 would trigger the mechanism increase to adjust upward. SCE's CPUC-authorized ROE. For further information see "Business—SCE— Overview of Ratemaking Process" in the 2022 Form 10-K.

Available Liquidity

At June 30, 2023 September 30, 2023, SCE had cash on hand of \$68 million \$317 million and approximately \$2.4 billion \$2.5 billion available to borrow on its \$3.4 billion revolving credit facility. The credit facility is available for borrowing needs until May 2027 and the aggregate maximum principal amount may be increased up to \$4.0 billion, provided that additional lender commitments are obtained. In October 2023, SCE entered into agreements with certain lenders for bilateral unsecured standby letters of credit with a total capacity of \$625 million that is uncommitted and supported by reimbursement agreements. For further details, see "Notes to Consolidated Financial Statements—Note 5. Debt and Credit Agreements."

SCE may finance balancing account undercollections, and working capital requirements to support operations and capital expenditures with commercial paper, its credit facilities or other borrowings, subject to availability in the bank and capital

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markets. As necessary, SCE will utilize its available liquidity, capital market financings, other borrowings or parent company contributions to SCE equity in order to meet its obligations as they become due, including costs related to the 2017/2018 Wildfire/Mudslide Events. For further information, see "Management Overview—Southern California Wildfires and Mudslides."

Debt Covenant

SCE's credit facilities and term loan require a debt to total capitalization ratio as defined in the applicable agreements of less than or equal to 0.65 to 1. At **June 30, 2023** **September 30, 2023**, SCE's debt to total capitalization ratio was 0.57 to 1.

At **June 30, 2023** **September 30, 2023**, SCE was in compliance with all financial covenants that affect access to capital.

Regulatory Proceedings

Wildfire Related Regulatory Proceedings

In response to the increase in wildfire activity, and faster progression of and increased damage from wildfires across SCE's service territory and throughout California, SCE has incurred wildfire mitigation, wildfire insurance and wildfire and drought restoration related spending at levels significantly exceeding amounts authorized in SCE's GRCs.

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Wildfire Expense Memorandum Account

SCE tracks insurance premium costs related to wildfire liability insurance policies as well as other wildfire-related costs that are above authorized levels in its WEMA. **SCE is not currently incurring premium costs for wildfire liability insurance policies due to the customer-funded self-insurance program.** In May 2023, the CPUC authorized SCE to recover **\$207 million** **\$207 million** of costs recorded in WEMA. The costs are primarily related to incremental wildfire insurance premium expenses and associated costs for wildfire liability insurance policies that provide coverage for the last six months of 2020. The decision denied approximately **\$7 million** **\$7 million** of wildfire liability insurance coverage previously allocated to San Onofre, which SCE expects to be eligible for recovery from **the nuclear decommissioning trusts or from** SCE customers in a future cost recovery proceeding.

2021 GRC Wildfire Mitigation Memorandum Account Balances

In October 2023, SCE requested authority to recover revenue requirements associated with 2022 operations and maintenance and capital expenditures above levels authorized in wildfire mitigation accounts and the vegetation management balancing account. The revenue requirement, including interest, is currently estimated at \$382 million. Concurrent with the filing, SCE filed a motion for interim rate recovery to include \$325 million of these costs and associated interest in revenue requirements beginning March 1, 2024.

CSRP

In March 2023, the CPUC approved SCE's second CSRP application to recover approximately **\$59 million** **\$59 million** of capital expenditures and **\$28 million** **\$28 million** of operation and maintenance expenses incurred from May 2021 to December 2021, resulting in a revenue requirement of **\$65 million.** **\$65 million.** The decision also approved SCE seeking review and cost recovery of additional post-implementation CSRP costs incurred from January 2022 through December 2024 in its 2025 GRC filing.

ERRA Proceeding

In January 2023, as a result of undercollections in ERRa and PABA at the end of 2022 due to higher gas and power prices, SCE filed an expedited ERRa trigger application with the CPUC. In April 2023, the CPUC approved the trigger application, and SCE subsequently **filed an advice letter to implement** **implemented** an increased revenue requirement of **\$454 million** **\$454 million** over 12 months beginning June 1, 2023. See "Business—SCE—Overview of Ratemaking Process" in 2022 Form 10-K for further information regarding the ERRa trigger mechanism.

2024 FERC Formula Rate Annual Update

In June 2023, SCE provided its preliminary 2024 annual transmission revenue requirement update to interested parties. The update reflects a **\$286 million decrease in SCE's** **\$1.1 billion** transmission revenue requirement of **\$1.1 billion, for 2024, \$286 million** or 20% lower than amounts included in

2023 annual rates. The decrease is primarily due to returning an overcollection based on actual 2022 costs and lower wildfire-related claims. SCE expects to file its 2024 annual update with the FERC by December 1, 2023 with the proposed rates effective January 1, 2024.

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Capital Investment Plan

Major Transmission and Utility Owned Storage Projects

Alberhill System Project

The Alberhill System Project consists of constructing a new 500 kV substation, two 500 kV transmission lines to connect the proposed substation to the existing Serrano-Valley 500 kV transmission line, telecommunication equipment and subtransmission lines in western Riverside County. In June 2023, SCE filed an amended application for a certificate of public convenience and necessity ("CPCN") with technical design modifications and engineering refinements to the proposed project that decreases project costs and reduces GHG emissions. Accordingly, the direct expenditures of the project are

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estimated to be reduced from \$486 million to \$472 million. See "Liquidity and Capital Resources—SCE—Capital Investment Plan" in the 2022 Form 10-K for further information.

Eldorado-Lugo-Mohave Upgrade Project

The total costs for the Eldorado-Lugo-Mohave Upgrade Project are expected to exceed amounts currently approved in the CPCN granted by the CPUC due to delays in regulatory approvals, contractor performance issues, **supply chain constraints**, COVID-19 **impacts** and the availability of CAISO outage windows. In May 2023, SCE filed a Petition for Modification of the decision that approved the project to increase the maximum reasonable and prudent cost for the project, which increased the direct expenditures from \$247 million to \$319 million. SCE expects the project to be in service in **2023, 2024**. Additional work is also required to mitigate the impact of the project on nearby **natural gas transmission** lines and a further Petition for Modification is expected to be filed once the scope and cost of this work is known. See "Liquidity and Capital Resources—SCE—Capital Investment Plan" in the 2022 Form 10-K for further information.

Utility Owned Storage

As discussed in the 2022 Form 10-K, in October 2021, SCE contracted with Ameresco, Inc. ("Ameresco") for the construction of utility owned energy storage projects at three sites in SCE's service territory with an aggregate capacity of 537.5 MW.

In April 2023, Ameresco discovered damage to some of the equipment at one of the projects which makes up 225 MW of the 537.5 MW aggregate capacity. SCE **has** received a notice of potential force majeure event from Ameresco noting that Ameresco is performing further analyses on the cause of the damage and asserting that rainstorms at the project site may have caused or contributed to the damage. **This project will not be in-service Ameresco is evaluating corrective action in response to meet summer peak reliability needs, the damage discovered in April 2023.**

Ameresco has advised SCE that it currently expects the 112.5 MW project **to be in-service in August 2023** and the 200 MW project to be in-service **in September prior to the end of 2023. SCE believes that there is significant risk of delay beyond Ameresco's projected in-service dates.**

Decommissioning of San Onofre

As discussed in the 2022 Form 10-K, in February 2022, SCE filed its application in the 2021 NDCTP with the CPUC requesting reasonableness review of approximately \$570 million (SCE share in 2022 dollars) of recorded San Onofre Units 2 and 3 decommissioning costs incurred during the

period 2018 to 2020. In May 2023, SCE entered into a settlement with the relevant intervenors under which, subject to CPUC approval, SCE agreed to a disallowance in the 2021 NDCTP of approximately \$30 million. SCE has accrued approximately \$30 million related to the 2021 NDCTP.

SCE Dividends

As discussed in the 2022 Form 10-K, the CPUC regulates SCE's capital structure which limits the dividends it may pay to its shareholders. In August 2023, the CPUC issued a decision on SCE's application to the CPUC for an extension of the waiver of compliance with its equity ratio requirement that allows SCE to exclude from its equity ratio calculations (i) net charges accrued in connection with the 2017/2018 Wildfire/Mudslide Events and (ii) debt issued for the purpose of paying claims related to the 2017/2018 Wildfire/Mudslide Events up to an amount equal to the net charges accrued in connection with the 2017/2018 Wildfire/Mudslide Events. Under the decision, effective as of the beginning of the new cost of capital cycle on January 1, 2023, the CPUC also authorized SCE to exclude from its equity ratio calculations debt that exceeds the net charges accrued in connection with the 2017/2018 Wildfire/Mudslide Events due to the timing difference between the wildfire claims payment and the realization of the cash tax benefits. The temporary exclusion will lapse on August 31, 2025 or when determinations regarding cost recovery for the 2017/2018 Wildfire/Mudslide Events are made, whichever comes earlier. If the CPUC has not made determinations regarding cost recovery by August 31, 2025, SCE is permitted to file another application for a waiver of compliance with its equity ratio requirement. For information on the California law requirements on the declaration of dividends, see "Liquidity and Capital Resources—SCE—SCE Dividends" in the 2022 Form 10-K.

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Margin and Collateral Deposits

Certain derivative instruments, power and energy procurement contracts and other contractual arrangements contain collateral requirements. In addition, certain environmental remediation obligations require financial assurance that may be in the form of collateral postings. Future collateral requirements may differ from the requirements at **June 30, 2023** **September 30, 2023**, due to the

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addition of incremental power and energy procurement contracts with collateral requirements, if any, the impact of changes in wholesale power and natural gas prices on SCE's contractual obligations, and the impact of SCE's credit ratings falling below investment grade.

The table below provides the amount of collateral posted by SCE to its counterparties as well as the potential collateral that would have been required as of **June 30, 2023** **September 30, 2023**, if SCE's credit rating had been downgraded to below investment grade as of that date. The table below also provides the potential collateral that could be required due to adverse changes in wholesale power and natural gas prices over the remaining lives of existing power and fuel derivative contracts.

In addition to amounts shown in the table, power and fuel contract counterparties may also institute new collateral requirements, applicable to future transactions to allow SCE to continue trading in power and fuel contracts at the time of a downgrade or upon significant increases in market prices. Furthermore, SCE may also be required to post up to \$50 million in collateral in connection with its environmental remediation obligations, within 120 days of the end of the fiscal year in which a downgrade occurs.

(in millions)		
Collateral posted as of June 30, 2023 ¹	\$	274
Collateral posted as of September 30, 2023 ¹		\$298
Incremental collateral requirements for purchased power and fuel contracts resulting from a potential downgrade of SCE's credit rating to below investment grade ²	44	120
Incremental collateral requirements for SCE's financial hedging activities resulting from adverse market price movements ³	80	45

Posted and potential collateral requirements	\$	398	\$463
1 Net collateral provided to counterparties and other brokers consisted of \$129 \$189 million in letters of credit and surety bonds and \$145 \$109 million of cash collateral. 2 Represents potential collateral requirements for accounts payable and mark-to-market valuation at June 30, 2023 September 30, 2023. Requirement varies throughout the period and is generally lower at the end of the month. 3 Incremental collateral requirements were based on potential changes in SCE's forward positions as of June 30, 2023 September 30, 2023 due to adverse market price movements over the remaining lives of the existing power and fuel derivative contracts using a 95% confidence level.			

Edison International Parent and Other

In the next 12 months, Edison International expects to fund its net cash requirements through cash on hand, dividends from SCE, and capital market and bank financings. Edison International may finance its ongoing cash requirements, including dividends, working capital requirements, payment of obligations, and capital investments, including capital contributions to subsidiaries, with short-term or other financings, subject to availability in the bank and capital markets.

At June 30, 2023 September 30, 2023, Edison International Parent and Other had cash on hand of \$127 \$129 million and \$1.1 billion available to borrow on its \$1.5 billion revolving credit facility. The credit facility is available for borrowing needs until May 2027 and the aggregate maximum principal amount may be increased up to \$2.0 billion, provided that additional lender commitments are obtained. For further information, see "Notes to Consolidated Financial Statements—Note 5. Debt and Credit Agreements."

In March 2023, Edison International Parent issued \$500 million of junior subordinated notes, due in 2053, which provide provided approximately \$250 million of equity content as viewed by rating agencies. Edison International expects to raise any additional equity this year through its internal programs, which are estimated to generate approximately \$100 million. The

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total expected equity content is consistent with the \$300 million to \$400 million of equity content identified in Edison International's 2023 financing plan.

In October 2023, Edison International commenced a tender offer to purchase its outstanding Series A and Series B Preferred Stock for a maximum aggregate purchase price in cash of up to \$750 million, plus accrued dividends. Edison International intends to pay the consideration payable and the fees and expenses incurred with cash on hand and proceeds of debt issuances, which may include commercial paper and junior subordinated notes. For further information, see "Notes to Consolidated Financial Statements—Note 13. Equity."

Edison International Parent and Other's liquidity and its ability to pay operating expenses and pay dividends to preferred and common shareholders are dependent on access to the bank and capital markets, dividends from SCE, realization of tax benefits and its ability to meet California law requirements for the declaration of dividends. For information on the California

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law requirements on the declaration of dividends, see "Liquidity and Capital Resources—SCE—SCE Dividends" in the 2022 Form 10-K.

Edison International's ability to declare and pay common dividends may be restricted under the terms of its Series A and Series B Preferred Stock. For further information, see "Notes to Consolidated Financial Statements—Note 14. Equity" in the 2022 Form 10-K. Edison International intends to maintain its target payout ratio of 45% – 55% of SCE's core earnings, subject to the factors identified above.

Edison International's ability to declare and pay common dividends may be restricted under the terms of its Series A and Series B Preferred Stock. For further information, see "Notes to Consolidated Financial Statements—Note 14. Equity" in the 2022 Form 10-K.

Edison International Parent's credit facility requires a consolidated debt to total capitalization ratio as defined in the applicable agreements of less than or equal to 0.70 to 1. At **June 30, 2023** **September 30, 2023**, Edison International's consolidated debt to total capitalization ratio was 0.63 to 1.

At **June 30, 2023** **September 30, 2023**, Edison International Parent was in compliance with all financial covenants that affect access to capital.

In the first quarter of 2023, Moody's upgraded Edison International's credit rating from Baa3 to Baa2 and revised Edison International's rating outlook from positive to stable. In **April** **the second quarter of 2023**, Fitch upgraded Edison International's credit rating from BBB- to BBB and revised Edison International's rating outlook from positive to stable. The following table summarizes Edison International Parent's current long-term issuer credit ratings and outlook from the major credit rating agencies:

	Moody's	Fitch	S&P
Credit Rating	Baa2	BBB	BBB
Outlook	Stable	Stable	Stable

Edison International Parent's credit ratings may be affected if, among other things, regulators fail to successfully implement AB 1054 in a consistent and credit supportive manner or the Wildfire Insurance Fund is depleted by claims from catastrophic wildfires. Credit rating downgrades increase the cost and may impact the availability of short-term and long-term borrowings, including commercial paper, credit facilities, note financings or other borrowings.

Edison International Income Taxes

Inflation Reduction Act of 2022

On August 16, 2022, the IRA was signed into law. The law imposes a 15% corporate alternative minimum tax ("CAMT") on adjusted financial statement income ("AFSI") of corporations with average AFSI exceeding \$1.0 billion over a specified 3-year period. The CAMT was effective beginning January 1, 2023. Based on the current interpretation of the law and historical financial data, Edison International estimates that it will exceed the \$1.0 billion threshold and be subject to CAMT on its consolidated Federal tax returns beginning in 2025. SCE also expects to be subject to CAMT on its stand-alone Federal return beginning in 2025.

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The law also includes significant extensions, expansions, and enhancements of numerous energy-related investment tax credits, as well as creating new credits applicable to electricity production which may apply to SCE's capital expenditures. Under the IRA, SCE expects to generate investment tax credits related to its utility owned storage projects, which will accrue to the benefit of its customers.

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Historical Cash Flows

SCE

(in millions)	Six months ended June 30,		Nine months ended September 30,	
	2023	2022	2023	2022
Net cash provided by operating activities	\$ 862	\$ 1,317	\$ 2,733	\$ 2,158
Net cash provided by financing activities	1,090	1,096	713	1,757
Net cash used in investing activities	(2,650)	(2,626)	(3,894)	(4,104)

Net decrease in cash and cash equivalents	\$	(698)	\$	(213)	\$	(448)	\$	(189)
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Net Cash Provided by Operating Activities

The following table summarizes major categories of net cash for operating activities as provided in more detail in SCE's consolidated statements of cash flows for the **six nine** months ended **June 30, 2023** **September 30, 2023** and 2022.

(in millions)	Six months ended June 30,		Change in cash flows 2023/2022	Nine months ended September 30,		Change in cash flows 2023/2022
	2023	2022		2023	2022	
Net income	\$ 848	\$ 500		\$ 1,117	\$ 447	
Non-cash items ¹	1,503	1,326		2,173	1,942	
Subtotal	2,351	1,826	\$ 525	3,290	2,389	\$ 901
Changes in cash flow resulting from working capital ²	(703)	(136)	(567)	(1,120)	(1,064)	(56)
Regulatory assets and liabilities	(366)	372	(738)	705	1,032	(327)
Wildfire related claims ³	(428)	(609)	181	(75)	271	(346)
Other noncurrent assets and liabilities ⁴	8	(136)	144	(67)	(470)	403
Net cash provided by operating activities	\$ 862	\$ 1,317	\$ (455)	\$ 2,733	\$ 2,158	\$ 575

¹ Non-cash items include depreciation and amortization, allowance for equity during construction, impairment and other income, deferred income taxes, Wildfire Insurance Fund amortization expenses and other.

² Changes in working capital items include receivables, accrued unbilled revenue, inventory, amortization of prepaid expenses, accounts payable, tax receivables and payables, derivative assets and liabilities and other current assets and liabilities.

³ **Amount** **The amount** in 2023 represents payments of **\$507 million** **\$747 million** for 2017/2018 Wildfire/Mudslide Events and \$16 million for Post-2018 Wildfires, partially offset by an increase in wildfire estimated losses of **\$96 million** **\$689 million**. **Amount** **The amount** in 2022 is primarily related to an increase in wildfire estimated losses of **\$1.9 billion**, partially offset by payments of **\$1.6 billion** for 2017/2018 Wildfire/Mudslide **Events of \$1.2 billion**, partially offset by an increase in estimated losses of **\$566 million**. **Events**.

⁴ Includes nuclear decommissioning trusts. See "Nuclear Decommissioning Activities" below for further information. **In addition, 2023 and 2022 amount amounts** also **includes include** outflow from increase in wildfire insurance receivables of **\$139 million**. **\$87 million** and **\$392 million**, respectively.

Net cash provided by operating activities was impacted by the following:

Net income and non-cash items increased in 2023 by **\$525 million** **\$901 million** primarily due to revenue from the escalation mechanism set forth in the 2021 GRC final decision, **and** higher interest income on balancing account undercollections **and lower wildfire estimated losses**, partially offset by higher interest expense.

The net changes in cash resulting from working capital were outflows of **\$703 million** **\$1,120 million** and **\$136 million** **\$1,064 million** during the **six nine** months ended **June 30, 2023** **September 30, 2023** and 2022, respectively. The net cash outflow for 2023 was primarily related to decreases in payables of \$527 million mainly from payments of power purchase payables and a decrease in gas prices from December 2022, and a \$237 million cash outflow for margin and collateral deposits due to the decrease in the market value of power and gas derivatives in 2023. The net cash outflow for 2022 was outflows were primarily due to a net increase increases in customer receivables and unbilled revenue of approximately **\$1.0 billion** and customer receivables of **\$400 million**, partially offset by an increase in payables. **\$1.3 billion** for 2023 and 2022, respectively.

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Net cash **(used in)** provided by regulatory assets and liabilities, including changes in net undercollections recorded in balancing accounts, was **\$(366)** **\$705** million and **\$372 million** **\$1,032 million** during the **six nine** months ended **June 30, 2023** **September 30, 2023** and 2022, respectively. SCE has a number of balancing and memorandum accounts, which impact cash flows based on differences between timing of collection of amounts through rates and accrual expenditures. Cash flows were primarily impacted by the following:

2023

- Net undercollections for ERRA, PABA and NSGBA decreased by \$419 million primarily due to recovery of prior year undercollections, partially offset by current year undercollections due to lower than forecast sales volume driven by mild weather.
- Increased overcollections of \$228 million for the public purpose and energy efficiency programs primarily due to program spending timing.
- Increased overcollections of \$104 million for GHG revenue mainly related to GHG auction revenue received, partially offset by climate credits provided to customers.
- Net undercollections of BRRBA increased decreased by \$458 \$102 million primarily due to recovery of prior year undercollections from various tracks of the 2021 GRC, partially offset by current year undercollections due to lower sales volume in 2023 driven by mild weather and inclusion in BRRBA of expense previously deferred in WEMA that was authorized for collection in customer rates starting June 2023, partially offset by recovery of prior year undercollections from various tracks of the 2021 GRC.
- Decreased overcollections of \$108 million for GHG revenue mainly related to climate credits provided to customers, partially offset by GHG revenue related to GHG auction revenue received.
- Net undercollections for ERRA, PABA and NSGBA decreased by \$167 million primarily due to recovery of prior PABA and NSGBA undercollections and current year overcollections due to lower energy prices, partially offset by current year undercollections due to lower than forecast sales volume.
- Undercollections of wildfire related memorandum and balancing accounts decreased by \$126 million primarily due to approval to recover expense previously deferred in WEMA, which was transferred to BRRBA for recovery as mentioned above, partially offset by additional wildfire risk mitigation and restoration costs incurred, 2023.

2022

- Net undercollections of BRRBA increased decreased by \$679 \$159 million primarily due to \$401 million of expense authorized under Track 2 for collection in customer rates starting March 2022 over a 36-month period, a revenue requirement of approximately \$400 million authorized under Track 3 for collection in customer rates starting October 2022 over a 36-month period, and current year undercollections overcollections due to actual billed prices lower than forecast higher sales volume and average rates due to timing, partially offset by extreme heat in California and recovery of prior year undercollections, including 2021 GRC authorized additional revenue requirement for the first nine months of 2021 to be collected over a 27-month period starting October 2021. These higher collections were partially offset by inclusion in BRRBA of \$401 million of expense authorized under Track 2 for collection in customer rates starting March 2022 over a 36-month period and a revenue requirement of approximately \$400 million authorized under Track 3 for collection in customer rates starting October 2022 over a 36-month period.
- Undercollections decreased by \$701 million \$394 million related to wildfire risk mitigation and restoration memorandum and balancing accounts as a result of approval to recover costs in Track 2 and Track 3, which were transferred to BRRBA for recovery as mentioned above, partially offset by additional WEMA and wildfire risk mitigation and restoration costs incurred.
- Net undercollections for ERRA, PABA and NSGBA decreased increased by \$92 \$298 million primarily due to recovery of prior PABA and NSGBA undercollections, partially offset by current year undercollections due to higher energy prices, prices and power purchase load, partially offset by current year overcollections due to higher volume and average rates driven by extreme heat in California and recovery of prior PABA and NSGBA undercollections.
- Increased overcollections of \$274 \$537 million for the public purpose and energy efficiency programs as a result of primarily due to lower program spending due to timing, timing and increased sales volume.
- Net overcollection increased by \$188 million for the FERC balancing accounts primarily due to current year overcollections due to higher sales volume, recovery of prior year undercollections and lower operating expenses than amounts included in revenue requirements, partially offset by undercollection due to higher wildfire expense.
- Increase in overcollections of \$139 million \$93 million for excess California Department of Water Resources ("DWR") bond and power charges to be refunded to customers over a 12-month period beginning in June 2022.

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- Decreased Increased overcollections of \$51 million \$123 million for GHG revenue related to GHG auction revenue received, partially offset by climate credits provided to customers and various transfers, partially offset by GHG auction revenue received, transfers.
- Undercollections of \$55 million \$112 million related to uncollectible expenses from residential customers.
- Undercollections of \$52 million \$83 million in the CSRP memorandum account related to deferred CSRP post implementation costs.

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Net Cash Provided by Financing Activities

The following table summarizes cash provided by financing activities for the **six nine** months ended **June 30, 2023** **September 30, 2023** and 2022. Issuances of debt are discussed in "Notes to Consolidated Financial Statements—Note 5. Debt and Credit Agreements."

(in millions)	Six months ended June 30,		Nine months ended September 30,	
	2023	2022	2023	2022
Issuances of long-term debt, including premium/discount and net of issuance costs	\$ 3,044	\$ 2,949	\$ 3,589	\$ 2,949
Long-term debt repaid or repurchased	(1,066)	(372)	(1,467)	(373)
Short-term debt borrowed	320	—	496	—
Short-term debt repaid	(730)	(993)	(944)	(993)
Commercial paper borrowing (repayment), net	262	(499)		
Commercial paper borrowing, net			137	508
Capital contributions from Edison International Parent	—	700	—	700
Payment of common stock dividends to Edison International	(700)	(650)	(1,050)	(975)
Payment of preference stock dividends	(58)	(57)	(87)	(83)
Other	18	18	39	24
Net cash provided by financing activities	\$ 1,090	\$ 1,096	\$ 713	\$ 1,757

Net Cash Used in Investing Activities

Cash flows used in investing activities are primarily due to total capital expenditures of **\$2.7 billion** **\$4.0 billion** and **\$4.2 billion** for **both six nine** months ended **June 30, 2023** **September 30, 2023** and **2022, 2022, respectively**. In addition, SCE had a net redemption of nuclear decommissioning trust investments of

\$60 million **\$94 million** and **\$65** **\$81 million** during the **six nine** months ended **June 30, 2023** **September 30, 2023** and 2022, respectively. See "Nuclear Decommissioning Activities" below for further discussion.

Nuclear Decommissioning Activities

SCE's consolidated statements of cash flows include nuclear decommissioning activities, which are reflected in the following line items:

(in millions)	Six months ended June 30,		Nine months ended September 30,	
	2023	2022	2023	2022
Net cash used in operating activities:				
Net earnings from nuclear decommissioning trust investments	\$ 49	\$ 25	\$ 77	\$ 59
SCE's decommissioning costs	(116)	(73)	(167)	(161)
Net cash provided by investing activities:				
Proceeds from sale of investments	1,967	2,106	3,223	3,120
Purchases of investments	(1,907)	(2,041)	(3,129)	(3,039)
Net cash (outflow) inflow	\$ (7)	\$ 17		
Net cash inflow (outflow)			\$ 4	\$ (21)

Net cash used in operating activities relates to interest and dividends less administrative expenses, taxes and SCE's decommissioning costs. Investing activities represent the purchase and sale of investments within the nuclear decommissioning trusts, including the reinvestment of earnings from nuclear decommissioning trust investments. The net cash impact reflects timing of decommissioning payments (**\$116** **167 million** and **\$73 million** **\$161 million** in 2023 and 2022, respectively) and reimbursements to SCE from the nuclear decommissioning trust (**\$109** **171 million** and **\$90 million** **\$140 million** in 2023 and 2022, respectively).

Edison International Parent and Other

The table below sets forth condensed historical cash flow from operations for Edison International Parent and Other, including intercompany eliminations.

(in millions)	Six months ended June 30,		Nine months ended September 30,	
	2023	2022	2023	2022
Net cash used in operating activities	\$ (150)	\$ (79)	\$ (187)	\$ (46)
Net cash provided by financing activities	129	23	167	75
Net cash used in investing activities	—	(2)	—	(1)
Net decrease in cash, cash equivalents and restricted cash	\$ (21)	\$ (58)		
Net (decrease) increase in cash, cash equivalents and restricted cash			\$ (20)	\$ 28

Net Cash Used in Operating Activities

Net cash used in operating activities was impacted by the following:

\$150 million and \$79 million cash outflows from operating activities in 2023 and 2022, respectively, primarily due to payments relating to interest and operating costs. The 2022 amount is partially offset by \$18 million income tax refund received from the California Franchise Tax Board.

- **\$187 million and \$136 million cash outflows from operating activities in 2023 and 2022, respectively, primarily due to payments relating to interest and operating costs.**
- **\$90 million cash inflow from a wildfire insurance premium received by EIS in 2022.**

Net Cash Provided by Financing Activities

Net cash provided by financing activities was as follows:

(in millions)	Six months ended June 30,		Nine months ended September 30,	
	2023	2022	2023	2022
Dividends paid to Edison International common shareholders	\$ (555)	\$ (524)	\$ (833)	\$ (787)
Dividends paid to Edison International preferred shareholders	(52)	(46)	(105)	(99)
Dividends received from SCE	700	650	1,050	975
Capital contributions to SCE	—	(700)	—	(700)
Long-term debt issuance, net of discount and issuance costs	1,089	—	1,089	398
Long-term debt repayments	(400)	—	(400)	(400)
Issuance of short-term debt	355	600	355	600
Repayments of term loans	(1,000)	—	(1,000)	—
Commercial paper financing, net	(64)	2	(63)	21
Other	56	41	74	67
Net cash provided by financing activities	\$ 129	\$ 23	\$ 167	\$ 75

Contingencies

Edison International's and SCE's contingencies are discussed in "Notes to Consolidated Financial Statements—Note 12. Commitments and Contingencies—Contingencies."

MARKET RISK EXPOSURES

Edison International's and SCE's primary market risks are described in the 2022 Form 10-K, and there have been no material changes for the **six nine months ended June 30, 2023 September 30, 2023**. For further discussion of market risk exposures, including commodity price risk and credit risk, see "Notes to Consolidated Financial Statements—Note 4. Fair Value Measurements" and "Notes to Consolidated Financial Statements—Note 6. Derivative Instruments."

CRITICAL ACCOUNTING ESTIMATES AND POLICIES

For a discussion of Edison International's and SCE's critical accounting policies, see "Critical Accounting Estimates and Policies" in the 2022 MD&A.

NEW ACCOUNTING GUIDANCE

There have been no material changes in recently issued or adopted accounting standards from those disclosed in "Notes to Consolidated Financial Statements—Note 1. Summary of Significant Accounting Policies—New Accounting Guidance" in the 2022 Form 10-K.

QUANTITATIVE AND QUALITATIVE DISCLOSURES ABOUT MARKET RISK

Information responding to this section is included in the MD&A under the heading "Market Risk Exposures" and is incorporated herein by reference.

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FINANCIAL STATEMENTS

Consolidated Statements of Income

Edison International

(in millions, except per-share amounts, unaudited)	Three months ended		Six months ended		Three months ended		Nine months ended	
	June 30,		June 30,		September 30,		September 30,	
	2023	2022	2023	2022	2023	2022	2023	2022
Operating revenue	\$ 3,964	\$ 4,008	\$ 7,930	\$ 7,976	\$4,702	\$5,228	\$12,632	\$13,204
Purchased power and fuel	1,147	1,304	2,465	2,341	1,988	2,485	4,453	4,826
Operation and maintenance	1,241	1,361	2,325	2,848	882	979	3,207	3,827
Wildfire-related claims, net of insurance recoveries	—	2	96	427	482	889	578	1,316
Wildfire Insurance Fund expense	53	53	105	106	54	54	159	160
Depreciation and amortization	650	601	1,306	1,184	665	738	1,971	1,922
Property and other taxes	149	120	289	246	139	128	428	374
Impairment, net of other operating income	—	63	—	61	—	(1)	—	60
Total operating expenses	3,240	3,504	6,586	7,213	4,210	5,272	10,796	12,485
Operating income	724	504	1,344	763				
Operating income (loss)					492	(44)	1,836	719
Interest expense	(392)	(271)	(753)	(517)	(433)	(302)	(1,186)	(819)
Other income	128	66	247	134	130	85	377	219
Income before income taxes	460	299	838	380				
Income tax expense (benefit)	51	7	64	(48)				
Net income	409	292	774	428				
Income (loss) before income taxes					189	(261)	1,027	119
Income tax (benefit) expense					(23)	(187)	41	(235)
Net income (loss)					212	(74)	986	354
Less: Preference stock dividend requirements of SCE	29	25	58	51	30	27	88	78
Preferred stock dividend requirement of Edison International	26	26	52	52	27	27	79	79
Net income attributable to Edison International common shareholders	\$ 354	\$ 241	\$ 664	\$ 325				
Basic earnings per share:								

Net income (loss) attributable to Edison International common shareholders					\$ 155	\$ (128)	\$ 819	\$ 197
Basic earnings (loss) per share:								
Weighted average shares of common stock outstanding	383	381	383	381	383	382	383	381
Basic earnings per common share attributable to Edison International common shareholders					\$ 0.92	\$ 0.63	\$ 1.73	\$ 0.85
Diluted earnings per share:								
Basic earnings (loss) per common share attributable to Edison International common shareholders					\$ 0.40	\$ (0.33)	\$ 2.14	\$ 0.52
Diluted earnings (loss) per share:								
Weighted average shares of common stock outstanding, including effect of dilutive securities	385	383	385	382	385	383	385	382
Diluted earnings per common share attributable to Edison International common shareholders					\$ 0.92	\$ 0.63	\$ 1.73	\$ 0.85
Diluted earnings (loss) per common share attributable to Edison International common shareholders					\$ 0.40	\$ (0.33)	\$ 2.13	\$ 0.52

The accompanying notes are an integral part of these consolidated financial statements.

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Consolidated Statements of Comprehensive Income

Edison International

(in millions, unaudited)	Three months ended		Six months ended	
	June 30,		June 30,	
	2023	2022	2023	2022
Net income	\$ 409	\$ 292	\$ 774	\$ 428
Other comprehensive income, net of tax:				
Pension and postretirement benefits other than pensions	1	4	1	6
Foreign currency translation adjustments	—	—	2	—
Other comprehensive income, net of tax	1	4	3	6
Comprehensive income	410	296	777	434
Less: Comprehensive income attributable to noncontrolling interests	29	25	58	51
Comprehensive income attributable to Edison International	\$ 381	\$ 271	\$ 719	\$ 383
(in millions, unaudited)	Three months ended		Nine months ended	
	September 30,		September 30,	
	2023	2022	2023	2022
Net income (loss)	\$ 212	\$ (74)	\$ 986	\$ 354
Other comprehensive income, net of tax:				
Pension and postretirement benefits other than pensions	—	1	1	7

Foreign currency translation adjustments	—	—	2	—
Other comprehensive income, net of tax	—	1	3	7
Comprehensive income (loss)	212	(73)	989	361
Less: Comprehensive income attributable to noncontrolling interests	30	27	88	78
Comprehensive income (loss) attributable to Edison International	\$ 182	\$ (100)	\$ 901	\$ 283

The accompanying notes are an integral part of these consolidated financial statements.

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Consolidated Balance Sheets Edison International

(in millions, unaudited)	June 30, 2023	December 31, 2022	September 30, 2023	December 31, 2022
ASSETS				
Cash and cash equivalents	\$ 195	\$ 914	\$ 446	\$ 914
Receivables, less allowances of \$335 and \$347 for uncollectible accounts at respective dates	1,717	1,695		
Receivables, less allowances of \$341 and \$347 for uncollectible accounts at respective dates			2,363	1,695
Accrued unbilled revenue	756	641	929	641
Inventory	511	474	505	474
Prepaid expenses	88	248	102	248
Regulatory assets	3,656	2,497	2,408	2,497
Wildfire Insurance Fund contributions	204	204	204	204
Other current assets	289	397	278	397
Total current assets	7,416	7,070	7,235	7,070
Nuclear decommissioning trusts	4,126	3,948	3,943	3,948
Other investments	72	55	81	55
Total investments	4,198	4,003	4,024	4,003
Utility property, plant and equipment, less accumulated depreciation and amortization of \$12,662 and \$12,260 at respective dates	54,123	53,274		
Nonutility property, plant and equipment, less accumulated depreciation of \$111 and \$106 at respective dates	203	212		
Utility property, plant and equipment, less accumulated depreciation and amortization of \$12,928 and \$12,260 at respective dates			54,852	53,274
Nonutility property, plant and equipment, less accumulated depreciation of \$112 and \$106 at respective dates			202	212
Total property, plant and equipment	54,326	53,486	55,054	53,486
Regulatory assets (include \$1,585 and \$834 related to Variable Interest Entities "VIEs" at respective dates)	8,621	8,181		

Regulatory assets (include \$1,571 and \$834 related to Variable Interest Entities "VIEs" at respective dates)			8,774	8,181
Wildfire Insurance Fund contributions	2,053	2,155	2,002	2,155
Operating lease right-of-use assets	1,231	1,442	1,292	1,442
Long-term insurance receivables	458	465	549	465
Other long-term assets	1,248	1,239	1,234	1,239
Total long-term assets	13,611	13,482	13,851	13,482
Total assets	\$ 79,551	\$ 78,041	\$ 80,164	\$ 78,041

The accompanying notes are an integral part of these consolidated financial statements.

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Consolidated Balance Sheets

Edison International

(in millions, except share amounts, unaudited)	June 30, 2023	December 31, 2022	September 30, 2023	December 31, 2022
LIABILITIES AND EQUITY				
Short-term debt	\$ 1,161	\$ 2,015	\$ 1,005	\$ 2,015
Current portion of long-term debt	2,889	2,614	2,939	2,614
Accounts payable	1,790	2,359	2,108	2,359
Wildfire-related claims	71	121	150	121
Customer deposits	173	167	175	167
Regulatory liabilities	797	964	717	964
Current portion of operating lease liabilities	315	506	179	506
Other current liabilities	1,631	1,601	1,754	1,601
Total current liabilities	8,827	10,347	9,027	10,347
Long-term debt (include \$1,539 and \$809 related to VIEs at respective dates)	29,430	27,025	29,532	27,025
Deferred income taxes and credits	6,429	6,149	6,507	6,149
Pensions and benefits	409	422	402	422
Asset retirement obligations	2,709	2,754	2,695	2,754
Regulatory liabilities	8,735	8,211	8,570	8,211
Operating lease liabilities	916	936	1,113	936
Wildfire-related claims	1,309	1,687	1,583	1,687
Other deferred credits and other long-term liabilities	3,093	2,988	3,164	2,988
Total deferred credits and other liabilities	23,600	23,147	24,034	23,147
Total liabilities	61,857	60,519	62,593	60,519
Commitments and contingencies (Note 12)				
Preferred stock (50,000,000 shares authorized; 1,250,000 shares of Series A and 750,000 shares of Series B issued and outstanding at respective dates)	1,978	1,978	1,978	1,978
Common stock, no par value (800,000,000 shares authorized; 383,248,837 and 382,208,498 shares issued and outstanding at respective dates)	6,270	6,200		
Common stock, no par value (800,000,000 shares authorized; 383,567,856 and 382,208,498 shares issued and outstanding at respective dates)			6,301	6,200
Accumulated other comprehensive loss	(8)	(11)	(8)	(11)
Retained earnings	7,553	7,454	7,399	7,454
Total Edison International's shareholders' equity	15,793	15,621	15,670	15,621

Noncontrolling interests – preference stock of SCE	1,901	1,901	1,901	1,901
Total equity	17,694	17,522	17,571	17,522
Total liabilities and equity	\$ 79,551	\$ 78,041	\$ 80,164	\$ 78,041

The accompanying notes are an integral part of these consolidated financial statements.

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Consolidated Statements of Cash Flows

Edison International

(in millions, unaudited)	Six months ended June 30,		Nine months ended September 30,	
	2023	2022	2023	2022
Cash flows from operating activities:				
Net income	\$ 774	\$ 428	\$ 986	\$ 354
Adjustments to reconcile to net cash provided by operating activities:				
Depreciation and amortization	1,371	1,216	2,034	1,977
Allowance for equity during construction	(75)	(61)	(116)	(91)
Impairment	—	64	—	60
Deferred income taxes	63	(48)	53	(237)
Wildfire Insurance Fund amortization expense	105	106	159	160
Other	30	40	32	50
Nuclear decommissioning trusts	(60)	(65)	(94)	(81)
Changes in operating assets and liabilities:				
Receivables	(46)	(81)	(692)	(807)
Inventory	(44)	(19)	(40)	(20)
Accounts payable	(415)	143	(186)	363
Tax receivables and payables	(7)	58	127	171
Other current assets and liabilities	(100)	(207)	(214)	(673)
Derivative assets and liabilities, net	(151)	(22)	(139)	(8)
Regulatory assets and liabilities, net	(366)	372	705	1,032
Wildfire-related insurance receivable	6	(139)	(84)	(383)
Wildfire-related claims	(428)	(609)	(75)	271
Other noncurrent assets and liabilities	55	62	90	(26)
Net cash provided by operating activities	712	1,238	2,546	2,112
Cash flows from financing activities:				
Long-term debt issued, net of discount and issuance costs of \$43 and \$34 for the respective periods	4,133	2,949		
Long-term debt issued, net of discount and issuance costs of \$48 and \$36 for the respective periods			4,678	3,347
Long-term debt repaid	(1,466)	(372)	(1,867)	(773)
Short-term debt issued	675	600	851	600
Short-term debt repaid	(1,730)	(993)	(1,944)	(993)
Common stock issued	13	6	16	10
Commercial paper borrowing (repayments), net	198	(497)		

Commercial paper borrowing, net			74	529
Dividends and distribution to noncontrolling interests	(58)	(57)	(87)	(83)
Common stock dividends paid	(555)	(524)	(833)	(787)
Preferred stock dividends paid	(52)	(46)	(105)	(99)
Other	61	53	97	81
Net cash provided by financing activities	1,219	1,119	880	1,832
Cash flows from investing activities:				
Capital expenditures	(2,711)	(2,708)	(3,991)	(4,206)
Proceeds from sale of nuclear decommissioning trust investments	1,967	2,106	3,223	3,120
Purchases of nuclear decommissioning trust investments	(1,907)	(2,041)	(3,129)	(3,039)
Other	1	15	3	20
Net cash used in investing activities	(2,650)	(2,628)	(3,894)	(4,105)
Net decrease in cash, cash equivalents and restricted cash	(719)	(271)	(468)	(161)
Cash, cash equivalents and restricted cash at beginning of period	917	394	917	394
Cash, cash equivalents and restricted cash at end of period	\$ 198	\$ 123	\$ 449	\$ 233

The accompanying notes are an integral part of these consolidated financial statements.

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Consolidated Statements of Income

Southern California Edison Company

(in millions, unaudited)	Three months ended		Six months ended		Three months ended		Nine months ended	
	June 30,		June 30,		September 30,		September 30,	
	2023	2022	2023	2022	2023	2022	2023	2022
Operating revenue	\$ 3,949	\$ 3,996	\$ 7,899	\$ 7,957	\$ 4,687	\$ 5,217	\$12,586	\$13,174
Purchased power and fuel	1,147	1,304	2,465	2,341	1,988	2,485	4,453	4,826
Operation and maintenance	1,235	1,339	2,316	2,805	854	977	3,170	3,781
Wildfire-related claims, net of insurance recoveries	—	2	96	427	479	880	575	1,307
Wildfire Insurance Fund expense	53	53	105	106	54	54	159	160
Depreciation and amortization	648	600	1,304	1,183	665	737	1,969	1,920
Property and other taxes	148	119	287	243	138	128	425	371
Impairment, net of other operating income	—	64	—	62	—	(1)	—	61
Total operating expenses	3,231	3,481	6,573	7,167	4,178	5,260	10,751	12,426
Operating income	718	515	1,326	790				
Operating income (loss)					509	(43)	1,835	748
Interest expense	(328)	(234)	(628)	(447)	(369)	(258)	(997)	(706)
Other income	127	68	247	139	128	71	375	210
Income before income taxes	517	349	945	482				
Income tax expense (benefit)	68	22	97	(18)				
Net income	449	327	848	500				
Income (loss) before income taxes					268	(230)	1,213	252
Income tax (benefit) expense					(1)	(177)	96	(195)

Net income (loss)					269	(53)	1,117	447
Less: Preference stock dividend requirements	29	25	58	51	30	27	88	78
Net income available for common stock	\$ 420	\$ 302	\$ 790	\$ 449				
Net income (loss) available for common stock					\$ 239	\$ (80)	\$ 1,029	\$ 369

Consolidated Statements of Comprehensive Income

Southern California Edison Company

	Three months ended June 30,		Six months ended June 30,		Three months ended September 30,		Nine months ended September 30,	
(in millions, unaudited)	2023	2022	2023	2022	2023	2022	2023	2022
Net income	\$ 449	\$ 327	\$ 848	\$ 500				
Net income (loss)					\$ 269	\$ (53)	\$ 1,117	\$ 447
Other comprehensive income, net of tax:								
Pension and postretirement benefits other than pensions	—	3	—	4	—	1	—	5
Other comprehensive income, net of tax	—	3	—	4	—	1	—	5
Comprehensive income	\$ 449	\$ 330	\$ 848	\$ 504				
Comprehensive income (loss)					\$ 269	\$ (52)	\$ 1,117	\$ 452

The accompanying notes are an integral part of these consolidated financial statements.

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Consolidated Balance Sheets

Southern California Edison Company

(in millions, unaudited)	June 30, 2023	December 31, 2022	September 30, 2023	December 31, 2022
ASSETS				
Cash and cash equivalents	\$ 68	\$ 766	\$ 317	\$ 766
Receivables, less allowances of \$335 and \$347 for uncollectible accounts at respective dates	1,694	1,675		
Receivables, less allowances of \$340 and \$347 for uncollectible accounts at respective dates			2,335	1,675
Accrued unbilled revenue	756	638	929	638
Inventory	511	474	505	474
Prepaid expenses	87	292	101	292

Regulatory assets	3,656	2,497	2,408	2,497
Wildfire Insurance Fund contributions	204	204	204	204
Other current assets	276	384	269	384
Total current assets	7,252	6,930	7,068	6,930
Nuclear decommissioning trusts	4,126	3,948	3,943	3,948
Other investments	56	36	65	36
Total investments	4,182	3,984	4,008	3,984
Utility property, plant and equipment, less accumulated depreciation and amortization of \$12,662 and \$12,260 at respective dates	54,123	53,274		
Nonutility property, plant and equipment, less accumulated depreciation of \$97 and \$94 at respective dates	198	206		
Utility property, plant and equipment, less accumulated depreciation and amortization of \$12,928 and \$12,260 at respective dates			54,852	53,274
Nonutility property, plant and equipment, less accumulated depreciation of \$98 and \$94 at respective dates			196	206
Total property, plant and equipment	54,321	53,480	55,048	53,480
Regulatory assets (include \$1,585 and \$834 related to VIEs at respective dates)	8,621	8,181		
Regulatory assets (include \$1,571 and \$834 related to VIEs at respective dates)			8,774	8,181
Wildfire Insurance Fund contributions	2,053	2,155	2,002	2,155
Operating lease right-of-use assets	1,222	1,433	1,283	1,433
Long-term insurance receivables	133	139	129	139
Long-term insurance receivables due from affiliate	334	334	431	334
Other long-term assets	1,175	1,171	1,162	1,171
Total long-term assets	13,538	13,413	13,781	13,413
Total assets	\$ 79,293	\$ 77,807	\$ 79,905	\$ 77,807

The accompanying notes are an integral part of these consolidated financial statements.

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Consolidated Balance Sheets

Southern California Edison Company

(in millions, except share amounts, unaudited)	June 30, 2023	December 31, 2022	September 30, 2023	December 31, 2022
LIABILITIES AND EQUITY				
Short-term debt	\$ 781	\$ 925	\$ 616	\$ 925
Current portion of long-term debt	2,889	2,214	2,939	2,214
Accounts payable	1,780	2,351	2,105	2,351
Wildfire-related claims	71	121	150	121
Customer deposits	173	167	175	167
Regulatory liabilities	797	964	717	964
Current portion of operating lease liabilities	313	505	177	505
Other current liabilities	1,611	1,578	1,691	1,578
Total current liabilities	8,415	8,825	8,570	8,825
Long-term debt (include \$1,539 and \$809 related to VIEs at respective dates)	25,358	24,044	25,459	24,044

Deferred income taxes and credits	7,859	7,545	7,944	7,545
Pensions and benefits	102	105	99	105
Asset retirement obligations	2,709	2,754	2,695	2,754
Regulatory liabilities	8,735	8,211	8,570	8,211
Operating lease liabilities	909	928	1,106	928
Wildfire-related claims	1,309	1,687	1,583	1,687
Other deferred credits and other long-term liabilities	3,016	2,919	3,104	2,919
Total deferred credits and other liabilities	24,639	24,149	25,101	24,149
Total liabilities	58,412	57,018	59,130	57,018
Commitments and contingencies (Note 12)				
Preference stock	1,945	1,945	1,945	1,945
Common stock, no par value (560,000,000 shares authorized; 434,888,104 shares issued and outstanding at respective dates)	2,168	2,168	2,168	2,168
Additional paid-in capital	8,442	8,441	8,447	8,441
Accumulated other comprehensive loss	(8)	(8)	(8)	(8)
Retained earnings	8,334	8,243	8,223	8,243
Total equity	20,881	20,789	20,775	20,789
Total liabilities and equity	\$ 79,293	\$ 77,807	\$ 79,905	\$ 77,807

The accompanying notes are an integral part of these consolidated financial statements.

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Consolidated Statements of Cash Flows

Southern California Edison Company

(in millions, unaudited)	Six months ended June 30,		Nine months ended September 30,	
	2023	2022	2023	2022
Cash flows from operating activities:				
Net income	\$ 848	\$ 500	\$ 1,117	\$ 447
Adjustments to reconcile to net cash provided by operating activities:				
Depreciation and amortization	1,360	1,211	2,022	1,971
Allowance for equity during construction	(75)	(61)	(116)	(91)
Impairment	—	64	—	61
Deferred income taxes	96	(19)	94	(197)
Wildfire Insurance Fund amortization expense	105	106	159	160
Other	17	25	14	38
Nuclear decommissioning trusts	(60)	(65)	(94)	(81)
Changes in operating assets and liabilities:				
Receivables	(39)	(78)	(679)	(801)
Inventory	(44)	(19)	(40)	(20)
Accounts payable	(415)	145	(178)	367
Tax receivables and payables	(6)	40	127	152

Other current assets and liabilities	(48)	(202)	(211)	(754)
Derivative assets and liabilities, net	(151)	(22)	(139)	(8)
Regulatory assets and liabilities, net	(366)	372	705	1,032
Wildfire-related insurance receivable	6	(139)	(87)	(392)
Wildfire-related claims	(428)	(609)	(75)	271
Other noncurrent assets and liabilities	62	68	114	3
Net cash provided by operating activities	862	1,317	2,733	2,158
Cash flows from financing activities:				
Long-term debt issued, net of discount and issuance costs of \$31 and \$34 for the respective periods	3,044	2,949		
Long-term debt issued, net of discount and issuance costs of \$36 and \$34 for the respective periods			3,589	2,949
Long-term debt repaid	(1,066)	(372)	(1,467)	(373)
Short-term debt borrowed	320	—	496	—
Short-term debt repaid	(730)	(993)	(944)	(993)
Capital contributions from Edison International Parent	—	700	—	700
Commercial paper borrowing (repayment), net	262	(499)		
Commercial paper borrowing, net			137	508
Common stock dividends paid	(700)	(650)	(1,050)	(975)
Preference stock dividends paid	(58)	(57)	(87)	(83)
Other	18	18	39	24
Net cash provided by financing activities	1,090	1,096	713	1,757
Cash flows from investing activities:				
Capital expenditures	(2,710)	(2,708)	(3,990)	(4,205)
Proceeds from sale of nuclear decommissioning trust investments	1,967	2,106	3,223	3,120
Purchases of nuclear decommissioning trust investments	(1,907)	(2,041)	(3,129)	(3,039)
Other	—	17	2	20
Net cash used in investing activities	(2,650)	(2,626)	(3,894)	(4,104)
Net decrease in cash and cash equivalents	(698)	(213)	(448)	(189)
Cash and cash equivalents at beginning of period	766	280	766	280
Cash and cash equivalents at end of period	\$ 68	\$ 67	\$ 318	\$ 91

The accompanying notes are an integral part of these consolidated financial statements.

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NOTES TO CONSOLIDATED FINANCIAL STATEMENTS

(Unaudited)

Note 1. Summary of Significant Accounting Policies

Organization and Basis of Presentation

Edison International is the ultimate parent holding company of Southern California Edison Company ("SCE") and Edison Energy, LLC ("Edison Energy"). SCE is an investor-owned public utility primarily engaged in the business of supplying and delivering electricity to an approximately 50,000 square mile area of Southern California. Edison Energy is a global energy advisory firm providing integrated sustainability and energy solutions to commercial, industrial and institutional customers. Edison Energy's business activities are currently not material to report as a separate business segment. These combined notes to the consolidated financial statements apply to both Edison International and SCE unless otherwise described. Edison International's consolidated financial statements include the accounts of Edison International, SCE, and other controlled subsidiaries.

References to Edison International refer to the consolidated group of Edison International and its subsidiaries. References to "Edison International Parent and Other" refer to Edison International Parent and its competitive subsidiaries and "Edison International Parent" refer to Edison International on a stand-alone basis, not consolidated with its subsidiaries. SCE's consolidated financial statements include the accounts of SCE, its controlled subsidiaries and a variable interest entity, SCE Recovery Funding LLC., of which SCE is the primary beneficiary. All intercompany transactions have been eliminated from the consolidated financial statements.

Edison International's and SCE's significant accounting policies were described in the "Notes to Consolidated Financial Statements" included in Edison International's and SCE's combined Annual Report on Form 10-K for the year ended December 31, 2022 (the "2022 Form 10-K"). This quarterly report should be read in conjunction with the financial statements and notes included in the 2022 Form 10-K.

In the opinion of management, all adjustments, consisting only of adjustments of a normal recurring nature, have been made that are necessary to fairly state the consolidated financial position, results of operations, and cash flows in accordance with accounting principles generally accepted in the United States ("GAAP") for the periods covered by this quarterly report on Form 10-Q. The results of operations for the interim periods presented are not necessarily indicative of the operating results for the full year.

The December 31, 2022 financial statement data was derived from the audited financial statements, but does not include all disclosures required by GAAP for complete annual financial statements. Certain prior period amounts have been conformed to the current period's presentation, including the separate presentation of **common stock derivative assets** and **preference stock dividends in liabilities on Edison International's and SCE's** consolidated statements of cash flows.

Cash, Cash Equivalents and Restricted Cash

Cash equivalents consist of investments in money market funds. Generally, the carrying value of cash equivalents equals the fair value, as these investments have original maturities of three months or less. The cash equivalents were as follows:

	Edison International		SCE		Edison International		SCE	
	December		June		September		December	
	June 30,	31,	30,	31,	30,	31,	30,	31,
(in millions)	2023	2022	2023	2022	2023	2022	2023	2022
Money market funds	\$ 123	\$ 784	\$ 5	\$ 647	\$ 120	\$ 784	\$ —	\$ 647

Cash is temporarily invested until required for check clearing. Checks issued, but not yet paid by the financial institution, are reclassified from cash to accounts payable at the end of each reporting period.

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The following table sets forth the cash, cash equivalents and restricted cash included in the consolidated statements of cash flows:

(in millions)	June 30, 2023	December 31, 2022	September 30, 2023	December 31, 2022
Edison International:				
Cash and cash equivalents	\$ 195	\$ 914	\$ 446	\$ 914
Short-term restricted cash ¹	3	3	3	3
Total cash, cash equivalents and restricted cash	\$ 198	\$ 917	\$ 449	\$ 917
SCE:				
Cash and cash equivalents			\$ 317	\$ 766
Short-term restricted cash ¹			1	—
Total cash, cash equivalents and restricted cash			\$ 318	\$ 766

¹ Reflected in "Other current assets" on Edison International's and SCE's consolidated balance sheets.

Allowance for Uncollectible Accounts

The allowance for uncollectible accounts is recorded based on SCE's estimate of expected credit losses and adjusted over the life of the receivables as needed. Since the customer base of SCE is concentrated in Southern California and exposes SCE to a homogeneous set of economic conditions, the allowance is measured on a collective basis on the historical amounts written-off, assessment of customer collectibility and current economic trends, including unemployment rates and any likelihood of recession for the region.

The following table sets forth the changes in allowance for uncollectible accounts for SCE:

(in millions)	Three months ended June 30, 2023			Three months ended June 30, 2022			Three months ended September 30, 2023			Three months ended September 30, 2022		
	Customers	All others	Total	Customers	All others	Total	Customers	All others	Total	Customers	All others	Total
Beginning balance	\$ 326	\$ 18	\$ 344	\$ 337	\$ 16	\$ 353	\$ 326	\$ 17	\$ 343	\$ 364	\$ 17	\$ 381
Current period provision for uncollectible accounts ²	20	1	21	37	2	39	25	5	30	69	2	71
Write-offs, net of recoveries	(20)	(2)	(22)	(10)	(1)	(11)	(22)	(6)	(28)	(24)	(2)	(26)
Ending balance	\$ 326	\$ 17	\$ 343 ¹	\$ 364	\$ 17	\$ 381	\$ 329	\$ 16	\$ 345 ¹	\$ 409	\$ 17	\$ 426

(in millions)	Six months ended June 30, 2023			Six months ended June 30, 2022			Nine months ended September 30, 2023			Nine months ended September 30, 2022		
	Customers	All others	Total	Customers	All others	Total	Customers	All others	Total	Customers	All others	Total
Beginning balance	\$ 334	\$ 20	\$ 354 ¹	\$ 293	\$ 16	\$ 309	\$ 334	\$ 20	\$ 354 ¹	\$ 293	\$ 16	\$ 309
Current period provision for uncollectible accounts ³	40	1	41	91	9	100	65	6	71	160	11	171
Write-offs, net of recoveries	(48)	(4)	(52)	(20)	(8)	(28)	(70)	(10)	(80)	(44)	(10)	(54)
Ending balance	\$ 326	\$ 17	\$ 343 ¹	\$ 364	\$ 17	\$ 381	\$ 329	\$ 16	\$ 345 ¹	\$ 409	\$ 17	\$ 426

¹ Approximately \$8 million, \$5 million and \$7 million of allowance for uncollectible accounts are included in "Other long-term assets" on SCE's consolidated balance sheets as of June 30, 2023, September 30, 2023 and December 31, 2022, respectively.

² This includes \$13 million, \$17 million and \$17 million, \$57 million of incremental costs, for the three months ended June 30, 2023, September 30, 2023 and 2022, respectively, which were probable of recovery from customers and recorded as regulatory assets.

³ This includes \$27 million, \$44 million and \$58 million, \$115 million of incremental costs, for the six, nine months ended June 30, 2023, September 30, 2023 and 2022, respectively, which were probable of recovery from customers and recorded as regulatory assets.

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Earnings Per Share

Edison International computes earnings per common share ("EPS") using the two-class method, which is an earnings allocation formula that determines EPS for each class of common stock and participating security. Edison International's participating securities are stock-based compensation awards, payable in common shares, which earn dividend equivalents on an equal basis with common shares once the awards are vested. See Note 13 for further information.

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EPS attributable to Edison International common shareholders was computed as follows:

(in millions, except per-share amounts)	Three months ended June 30,		Six months ended June 30,	
	2023	2022	2023	2022
Basic earnings per share:				
Net income attributable to common shareholders	\$ 354	\$ 241	\$ 664	\$ 325
Net income available to common shareholders	\$ 354	\$ 241	\$ 664	\$ 325
Weighted average common shares outstanding	383	381	383	381
Basic earnings per share	\$ 0.92	\$ 0.63	\$ 1.73	\$ 0.85
Diluted earnings per share:				
Net income attributable to common shareholders	\$ 354	\$ 241	\$ 664	\$ 325
Net income available to common shareholders	\$ 354	\$ 241	\$ 664	\$ 325
Income impact of assumed conversions	—	—	1	—
Net income available to common shareholders and assumed conversions	\$ 354	\$ 241	\$ 665	\$ 325
Weighted average common shares outstanding	383	381	383	381
Incremental shares from assumed conversions	2	2	2	1
Adjusted weighted average shares – diluted	385	383	385	382
Diluted earnings per share	\$ 0.92	\$ 0.63	\$ 1.73	\$ 0.85

(in millions, except per-share amounts)	Three months ended September 30,		Nine months ended September 30,	
	2023	2022	2023	2022
Basic earnings (loss) per share:				
Net income (loss) attributable to common shareholders	\$ 155	\$ (128)	\$ 819	\$ 197
Net income (loss) available to common shareholders	\$ 155	\$ (128)	\$ 819	\$ 197
Weighted average common shares outstanding	383	382	383	381
Basic earnings (loss) per share	\$ 0.40	\$ (0.33)	\$ 2.14	\$ 0.52
Diluted earnings (loss) per share:				
Net income (loss) attributable to common shareholders	\$ 155	\$ (128)	\$ 819	\$ 197
Net income (loss) available to common shareholders	\$ 155	\$ (128)	\$ 819	\$ 197
Income impact of assumed conversions	—	—	1	—
Net income (loss) available to common shareholders and assumed conversions	\$ 155	\$ (128)	\$ 820	\$ 197
Weighted average common shares outstanding	383	382	383	381
Incremental shares from assumed conversions	2	1	2	1
Adjusted weighted average shares – diluted	385	383	385	382
Diluted earnings (loss) per share	\$ 0.40	\$ (0.33)	\$ 2.13	\$ 0.52

In addition to the participating securities discussed above, Edison International also may award stock options, which are payable in common shares and are included in the diluted earnings per share calculation. Stock option awards to purchase 2,046,312 3,231,385 and 3,990,270 5,089,280 shares of common stock for the three months ended June 30, 2023 September 30, 2023 and 2022, respectively, and 3,230,213 3,230,603 and 5,261,914 5,204,369 shares of common stock for the six nine months ended June 30, 2023 September 30, 2023 and 2022, respectively, were outstanding, but were not included in the computation of diluted earnings per share because the effect would have been antidilutive.

Revenue Recognition

Revenue is recognized by Edison International and SCE when a performance obligation to transfer control of the promised goods is satisfied or when services are rendered to customers. This typically occurs when electricity is delivered to customers, which includes amounts for services rendered but unbilled at the end of a reporting period.

Regulatory Proceedings

FERC 2023 Formula Rate Update

In November 2022, SCE filed its 2023 annual update with the FERC with the proposed rates effective January 1, 2023, subject to settlement procedures and refund. Pending resolution of the FERC formula rate proceedings, SCE recognized revenue in the first six nine months of 2023

based on the FERC 2023 annual update rate, subject to refund.

Leases

During the quarter ended September 30, 2023, one SCE 15-year power purchase agreement ("PPA"), accounted for as a long-term operating lease, commenced and resulted in \$226 million additions in right-of-use assets and lease liabilities.

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Edison Carrier Solutions

SCE operates commercial telecommunications service under the name of Edison Carrier Solutions ("ECS"), leveraging the temporarily available capacity of SCE's telecommunications network. As technology evolves, management is implementing strategic shifts in ECS services, including potential disposition of assets and ceasing to offer certain wire data services. ECS has notified affected customers of its intent to discontinue certain services over time and gave customers the option to discontinue those services. As a result of customer cancellations in the second quarter ended June 30, 2023, of 2023, materials and supplies inventory supporting data services are expected to be sold instead of placed into service and have been written-down to net realizable value, resulting in a charge of \$13 million. Labor and other costs of \$4 million previously recorded as construction work in progress for projects no longer probable of completion were also charged to expense in the period.

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Note 2. Consolidated Statements of Changes In October 2023, SCE entered into two PPAs, which are subject to CPUC approval, with expected initial delivery dates commencing in Equity

2027 and 2028, respectively. The following table provides Edison International's changes undiscounted future minimum expected payments for these contracts are \$48 million in equity for the three 2027 and six months ended June 30, 2023:

	Equity Attributable to Edison International Shareholders					Noncontrolling Interests	
	Accumulated						
	Other						
	Preferred	Common	Comprehensive	Retained		Preference	Total
(in millions, except per share amounts)	Stock	Stock	Loss	Earnings	Subtotal	Stock	Equity
Balance at December 31, 2022	\$ 1,978	\$ 6,200	\$ (11)	\$ 7,454	\$ 15,621	\$ 1,901	\$ 17,522
Net income	—	—	—	336	336	29	365
Other comprehensive income	—	—	2	—	2	—	2
Common stock issued, net of issuance cost	—	15	—	—	15	—	15
Common stock dividends declared (\$0.7375 per share)	—	—	—	(282)	(282)	—	(282)
Preferred stock dividend declared (\$26.875 per share for Series A and \$25.00 per share for Series B)	—	—	—	(52)	(52)	—	(52)
Dividends to noncontrolling interests (\$22.281 - \$35.937 per share for preference stock)	—	—	—	—	—	(29)	(29)
Noncash stock-based compensation	—	8	—	—	8	—	8
Balance at March 31, 2023	\$ 1,978	\$ 6,223	\$ (9)	\$ 7,456	\$ 15,648	\$ 1,901	\$ 17,549
Net income	—	—	—	380	380	29	409

Other comprehensive income	—	—	1	—	1	—	1
Common stock issued, net of issuance cost	—	35	—	—	35	—	35
Common stock dividends declared (\$0.7375 per share)	—	—	—	(283)	(283)	—	(283)
Dividends to noncontrolling interests (\$24.273 - \$35.937 per share for preference stock)	—	—	—	—	—	(29)	(29)
Noncash stock-based compensation	—	12	—	—	12	—	12
Balance at June 30, 2023	\$ 1,978	\$ 6,270	\$ (8)	\$ 7,553	\$ 15,793	\$ 1,901	\$ 17,694

\$3.0 billion thereafter.

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The following table provides Edison International's changes in equity for the three and six months ended June 30, 2022:

(in millions, except per share amounts)	Equity Attributable to Edison International Shareholders					Noncontrolling Interests	
	Accumulated					Preference Stock	Total Equity
	Preferred Stock	Common Stock	Other Comprehensive Loss	Retained Earnings	Subtotal		
Balance at December 31, 2021	\$ 1,977	\$ 6,071	\$ (54)	\$ 7,894	\$ 15,888	\$ 1,901	\$ 17,789
Net income	—	—	—	110	110	26	136
Other comprehensive income	—	—	2	—	2	—	2
Common stock issued, net of issuance cost	—	12	—	—	12	—	12
Common stock dividends declared (\$0.7000 per share)	—	—	—	(267)	(267)	—	(267)
Preferred stock dividend declared (\$26.875 per share for Series A and \$17.08333 per share for Series B)	—	—	—	(21)	(21)	—	(21)
Dividends to noncontrolling interests (\$11.160 - \$35.937 per share for preference stock)	—	—	—	—	—	(26)	(26)
Noncash stock-based compensation	—	7	—	—	7	—	7
Balance at March 31, 2022	\$ 1,977	\$ 6,090	\$ (52)	\$ 7,716	\$ 15,731	\$ 1,901	\$ 17,632
Net income	—	—	—	267	267	25	292
Other comprehensive income	—	—	4	—	4	—	4
Common stock issued, net of issuance cost	—	27	—	—	27	—	27
Common stock dividends declared (\$0.7000 per share)	—	—	—	(267)	(267)	—	(267)
Dividends to noncontrolling interests (\$14.017 - \$35.937 per share for preference stock)	—	—	—	—	—	(25)	(25)
Noncash stock-based compensation	—	12	—	—	12	—	12
Balance at June 30, 2022	\$ 1,977	\$ 6,129	\$ (48)	\$ 7,716	\$ 15,774	\$ 1,901	\$ 17,675

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Note 2. Consolidated Statements of Changes in Equity

The following table provides Edison International's changes in equity for the three and nine months ended September 30, 2023:

(in millions, except per share amounts)	Equity Attributable to Edison International Shareholders					Noncontrolling	Total
	Accumulated					Interests	
	Preferred	Common	Other	Retained		Preference	
	Stock	Stock	Comprehensive Loss	Earnings	Subtotal	Stock	Equity
Balance at December 31, 2022	\$ 1,978	\$ 6,200	\$ (11)	\$ 7,454	\$ 15,621	\$ 1,901	\$ 17,522
Net income	—	—	—	336	336	29	365
Other comprehensive income	—	—	2	—	2	—	2
Common stock issued	—	15	—	—	15	—	15
Common stock dividends declared (\$0.7375 per share)	—	—	—	(282)	(282)	—	(282)
Preferred stock dividend declared (\$26.875 per share for Series A and \$25.00 per share for Series B)	—	—	—	(52)	(52)	—	(52)
Dividends to noncontrolling interests (\$22.281 - \$35.937 per share for preference stock)	—	—	—	—	—	(29)	(29)
Noncash stock-based compensation	—	8	—	—	8	—	8
Balance at March 31, 2023	\$ 1,978	\$ 6,223	\$ (9)	\$ 7,456	\$ 15,648	\$ 1,901	\$ 17,549
Net income	—	—	—	380	380	29	409
Other comprehensive income	—	—	1	—	1	—	1
Common stock issued	—	35	—	—	35	—	35
Common stock dividends declared (\$0.7375 per share)	—	—	—	(283)	(283)	—	(283)
Dividends to noncontrolling interests (\$24.273 - \$35.937 per share for preference stock)	—	—	—	—	—	(29)	(29)
Noncash stock-based compensation	—	12	—	—	12	—	12
Balance at June 30, 2023	\$ 1,978	\$ 6,270	\$ (8)	\$ 7,553	\$ 15,793	\$ 1,901	\$ 17,694
Net income	—	—	—	182	182	30	212
Common stock issued	—	19	—	—	19	—	19
Common stock dividends declared (\$0.7375 per share)	—	—	—	(283)	(283)	—	(283)
Preferred stock dividend declared (\$26.875 per share for Series A and \$25.00 per share for Series B)	—	—	—	(53)	(53)	—	(53)
Dividends to noncontrolling interests (\$25.1276 - \$35.937 per share for preference stock)	—	—	—	—	—	(30)	(30)
Noncash stock-based compensation	—	12	—	—	12	—	12
Balance at September 30, 2023	\$ 1,978	\$ 6,301	\$ (8)	\$ 7,399	\$ 15,670	\$ 1,901	\$ 17,571

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The following table provides Edison International's changes in equity for the three and nine months ended September 30, 2022:

(in millions, except per share amounts)	Equity Attributable to Edison International Shareholders					Noncontrolling Interests	
	Accumulated					Preference Stock	Total Equity
	Preferred Stock	Common Stock	Other				
			Comprehensive Loss	Retained Earnings	Subtotal		
Balance at December 31, 2021	\$ 1,977	\$ 6,071	\$ (54)	\$ 7,894	\$ 15,888	\$ 1,901	\$ 17,789
Net income	—	—	—	110	110	26	136
Other comprehensive income	—	—	2	—	2	—	2
Common stock issued, net of issuance cost	—	12	—	—	12	—	12
Common stock dividends declared (\$0.7000 per share)	—	—	—	(267)	(267)	—	(267)
Preferred stock dividend declared (\$26.875 per share for Series A and \$17.08333 per share for Series B)	—	—	—	(21)	(21)	—	(21)
Dividends to noncontrolling interests (\$11.160 - \$35.937 per share for preference stock)	—	—	—	—	—	(26)	(26)
Noncash stock-based compensation	—	7	—	—	7	—	7
Balance at March 31, 2022	\$ 1,977	\$ 6,090	\$ (52)	\$ 7,716	\$ 15,731	\$ 1,901	\$ 17,632
Net income	—	—	—	267	267	25	292
Other comprehensive income	—	—	4	—	4	—	4
Common stock issued, net of issuance cost	—	27	—	—	27	—	27
Common stock dividends declared (\$0.7000 per share)	—	—	—	(267)	(267)	—	(267)
Dividends to noncontrolling interests (\$14.017 - \$35.937 per share for preference stock)	—	—	—	—	—	(25)	(25)
Noncash stock-based compensation	—	12	—	—	12	—	12
Balance at June 30, 2022	\$ 1,977	\$ 6,129	\$ (48)	\$ 7,716	\$ 15,774	\$ 1,901	\$ 17,675
Net (loss) income	—	—	—	(101)	(101)	27	(74)
Other comprehensive income	—	—	1	—	1	—	1
Common stock issued, net of issuance cost	—	28	—	—	28	—	28
Common stock dividends declared (\$0.7000 per share)	—	—	—	(267)	(267)	—	(267)
Preferred stock dividend declared (\$26.875 per share for Series A and \$25.00 per share for Series B)	—	—	—	(53)	(53)	—	(53)
Dividends to noncontrolling interests (\$17.8564 - \$35.937 per share for preference stock)	—	—	—	—	—	(27)	(27)

Noncash stock-based compensation and other	—	10	—	—	10	10
Balance at September 30, 2022	\$ 1,977	\$ 6,167	\$ (47)	\$ 7,295	\$ 15,392	\$ 17,293

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The following table provides SCE's changes in equity for the three and six months ended June 30, 2023 September 30, 2023:

	Preference Stock	Common Stock	Additional Paid-in Capital	Accumulated Other Comprehensive Loss	Retained Earnings	Total Equity
(in millions, except per share amounts)						
Balance at December 31, 2022	\$ 1,945	\$ 2,168	\$ 8,441	\$ (8)	\$ 8,243	\$ 20,789
Net income	—	—	—	—	399	399
Dividends declared on common stock (\$0.8048 per share)	—	—	—	—	(350)	(350)
Dividends on preference stock (\$22.281 - \$35.937 per share)	—	—	—	—	(29)	(29)
Stock-based compensation	—	—	(8)	—	—	(8)
Noncash stock-based compensation	—	—	5	—	1	6
Balance at March 31, 2023	\$ 1,945	\$ 2,168	\$ 8,438	\$ (8)	\$ 8,264	\$ 20,807
Net income	—	—	—	—	449	449
Dividends declared on common stock (\$0.8048 per share)	—	—	—	—	(350)	(350)
Dividends declared on preference stock (\$24.273 - \$35.937 per share)	—	—	—	—	(29)	(29)
Stock-based compensation	—	—	(3)	—	—	(3)
Noncash stock-based compensation	—	—	7	—	—	7
Balance at June 30, 2023	\$ 1,945	\$ 2,168	\$ 8,442	\$ (8)	\$ 8,334	\$ 20,881

The following table provides SCE's changes in equity for the three and six months ended June 30, 2022:

	Preference Stock	Common Stock	Additional Paid-in Capital	Accumulated Other Comprehensive Loss	Retained Earnings	Total Equity	Preference Stock	Common Stock	Additional Paid-in Capital	Accumulated Other Comprehensive Loss	Retained Earnings	Total Equity
(in millions, except per share amounts)												
Balance at December 31, 2021	\$ 1,945	\$ 2,168	\$ 7,033	\$ (32)	\$ 8,721	\$19,835						
Balance at December 31, 2022							\$ 1,945	\$ 2,168	\$ 8,441	\$ (8)	\$ 8,243	\$20,789
Net income	—	—	—	—	173	173	—	—	—	—	399	399
Other comprehensive income	—	—	—	1	—	1	—	—	—	—	—	—

Dividends declared on common stock (\$0.7473 per share)	—	—	—	—	(325)	(325)						
Dividends declared on preference stock (\$11.160 - \$35.937 per share)	—	—	—	—	(26)	(26)						
Dividends declared on common stock (\$0.8048 per share)							—	—	—	—	(350)	(350)
Dividends declared on preference stock (\$22.281 - \$35.937 per share)							—	—	—	—	(29)	(29)
Stock-based compensation	—	—	(9)	—	—	(9)	—	—	(8)	—	—	(8)
Noncash stock-based compensation	—	—	4	—	(1)	3	—	—	5	—	1	6
Balance at March 31, 2022	\$ 1,945	\$ 2,168	\$ 7,028	\$ (31)	\$ 8,542	\$19,652						
Balance at March 31, 2023							\$ 1,945	\$ 2,168	\$ 8,438	\$ (8)	\$ 8,264	\$20,807
Net income	—	—	—	—	327	327	—	—	—	—	449	449
Other comprehensive income	—	—	—	3	—	3						
Capital contribution from Edison International Parent	—	—	700	—	—	700						
Dividends declared on common stock (\$0.7473 per share)	—	—	—	—	(325)	(325)						
Dividends declared on preferred and preference stock (\$14.017 - \$35.937 per share for preference stock)	—	—	—	—	(25)	(25)						

Dividends declared on common stock (\$0.8048 per share)								—	—	—	—	(350)	(350)
Dividends declared on preference stock (\$24.273 - \$35.937 per share)								—	—	—	—	(29)	(29)
Stock-based compensation	—	—	(1)	—	—	(1)		—	—	(3)	—	—	(3)
Noncash stock-based compensation	—	—	5	—	1	6		—	—	7	—	—	7
Balance at June 30, 2022	\$ 1,945	\$ 2,168	\$ 7,732	\$ (28)	\$ 8,520	\$ 20,337							
Balance at June 30, 2023	\$ 1,945	\$ 2,168	\$ 8,442	\$ (8)	\$ 8,334	\$ 20,881							
Net income	—	—	—	—	—	—		—	—	—	—	269	269
Dividends declared on common stock (\$0.8048 per share)								—	—	—	—	(350)	(350)
Dividends declared on preference stock (\$25.1276 - \$35.937 per share)								—	—	—	—	(30)	(30)
Stock-based compensation								—	—	(1)	—	—	(1)
Noncash stock-based compensation and other								—	—	6	—	—	6
Balance at September 30, 2023	\$ 1,945	\$ 2,168	\$ 8,447	\$ (8)	\$ 8,223	\$ 20,775							

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	Additional	Accumulated Other
Retained Earnings, 1/1/2017	100	100
Net Income	100	100
Dividends	(20)	(20)
Retained Earnings, 12/31/2017	180	180
Retained Earnings, 1/1/2018	180	180
Net Income	100	100
Dividends	(20)	(20)
Retained Earnings, 12/31/2018	260	260
Retained Earnings, 1/1/2019	260	260
Net Income	100	100
Dividends	(20)	(20)
Retained Earnings, 12/31/2019	340	340

(in millions, except per share amounts)	Preference Stock	Common Stock	Paid-in Capital	Comprehensive Loss	Retained Earnings	Total Equity
Balance at December 31, 2021	\$ 1,945	\$ 2,168	\$ 7,033	\$ (32)	\$ 8,721	\$ 19,835
Net income	—	—	—	—	173	173
Other comprehensive income	—	—	—	1	—	1
Dividends declared on common stock (\$0.7473 per share)	—	—	—	—	(325)	(325)
Dividends declared on preference stock (\$11.160 - \$35.937 per share)	—	—	—	—	(26)	(26)
Stock-based compensation	—	—	(9)	—	—	(9)
Noncash stock-based compensation	—	—	4	—	(1)	3
Balance at March 31, 2022	\$ 1,945	\$ 2,168	\$ 7,028	\$ (31)	\$ 8,542	\$ 19,652
Net income	—	—	—	—	327	327
Other comprehensive income	—	—	—	3	—	3
Capital contribution from Edison International Parent	—	—	700	—	—	700
Dividends declared on common stock (\$0.7473 per share)	—	—	—	—	(325)	(325)
Dividends declared on preferred and preference stock (\$14.017 - \$35.937 per share for preference stock)	—	—	—	—	(25)	(25)
Stock-based compensation	—	—	(1)	—	—	(1)
Noncash stock-based compensation	—	—	5	—	1	6
Balance at June 30, 2022	\$ 1,945	\$ 2,168	\$ 7,732	\$ (28)	\$ 8,520	\$ 20,337
Net loss	—	—	—	—	(53)	(53)
Other comprehensive income	—	—	—	1	—	1
Dividends declared on common stock (\$0.7473 per share)	—	—	—	—	(325)	(325)
Dividends declared on preferred and preference stock (\$17.8564 - \$35.937 per share for preference stock)	—	—	—	—	(27)	(27)
Stock-based compensation	—	—	(2)	—	—	(2)
Noncash stock-based compensation and other	—	—	5	—	—	5
Balance at September 30, 2022	\$ 1,945	\$ 2,168	\$ 7,735	\$ (27)	\$ 8,115	\$ 19,936

Note 3. Variable Interest Entities

A VIE is defined as a legal entity that meets one of two conditions: (1) the equity owners do not have sufficient equity at risk, or (2) the holders of the equity investment at risk, as a group, lack any of the following three characteristics: decision-making rights, the obligation to absorb losses or the right to receive the expected residual returns of the entity. The primary beneficiary is identified as the variable interest holder that has both the power to direct the activities of the VIE that most significantly impact the entity's economic performance and the obligation to absorb losses or the right to receive benefits from the entity that could potentially be significant to the VIE. The primary beneficiary is required to consolidate the VIE. Commercial and operating activities are generally the factors that most significantly impact the economic performance of such VIEs. Commercial and operating activities include construction, operation and maintenance, fuel procurement, plant dispatch and compliance with regulatory and contractual requirements.

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Variable Interest in VIEs that are Consolidated

SCE Recovery Funding LLC is a bankruptcy remote, wholly owned special purpose subsidiary, consolidated by SCE. SCE Recovery Funding LLC is a VIE and SCE is the primary beneficiary. SCE Recovery Funding LLC was formed in 2021 for the purpose of issuing and servicing securitized bonds related to SCE's AB 1054 Excluded Capital Expenditures.

SCE Recovery Funding LLC has issued a total of \$1.6 billion of securitized **bonds, of which \$775 million was issued in April 2023. bonds.** The proceeds were used to acquire SCE's right, title and interest in and to non-bypassable rates and other charges to be collected from certain existing and future customers in SCE's service territory ("Recovery Property"), associated with the AB 1054 Excluded Capital Expenditures, until the bonds are paid in full, and all financing costs have been recovered. The securitized bonds are secured by the Recovery Property and cash collections from the non-bypassable rates and other charges are the sole source of funds to satisfy the debt obligation. The bondholders have no recourse to SCE. For further details, see Note 5.

The following table summarizes the impact of SCE Recovery Funding LLC on SCE's and Edison International's consolidated balance sheets.

(in millions)	June 30, 2023	December 31, 2022	September 30, 2023	December 31, 2022
Other current assets	\$ 38	\$ 45	\$ 78	\$ 45
Regulatory assets: non-current	1,585	834	1,571	834
Regulatory liabilities: current	10	33	22	33
Current portion of long-term debt ¹	54	29	54	29
Other current liabilities	11	4	26	4
Long-term debt ¹	1,539	809	1,539	809

¹ The bondholders have no recourse to SCE. The long-term debt balance is net of unamortized debt issuance costs.

Variable Interest in VIEs that are not Consolidated

Power Purchase Agreements

SCE has PPAs that are classified as variable interests in VIEs, including agreements through which SCE provides the natural gas to fuel the plants, fixed price contracts for renewable energy, and resource adequacy agreements that, upon the seller's election, include the purchase of energy at fixed prices. SCE has concluded that it is not the primary beneficiary of these VIEs since it does not control the commercial and operating activities of these entities. Since payments for capacity are the primary source of income, the most significant economic activity for these VIEs is the operation and maintenance of the power **plants. plants, which SCE does not perform.**

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As of the balance sheet date, the carrying amount of assets and liabilities included in SCE's consolidated balance sheet that relate to involvement with VIEs that are not consolidated, result from amounts due under the PPAs. Under these contracts, SCE recovers the costs incurred through demonstration of compliance with its CPUC-approved long-term power procurement plans. SCE has no residual interest in the entities and has not provided or guaranteed any debt or equity support, liquidity arrangements, performance guarantees, or other commitments associated with these contracts other than the purchase commitments described in Note 12 of the 2022 Form 10-K. As a result, there is no significant potential exposure to loss to SCE from its variable interest in these VIEs. The aggregate contracted capacity dedicated to SCE from these VIE projects was **3,366 3,443** MW and **3,366 3,901** MW at **June 30, 2023** **September 30, 2023** and 2022, respectively. The amounts that SCE paid to these projects were **\$129 \$191** million and **\$126 million \$252 million** for the three months ended **June 30, 2023** **September 30, 2023** and 2022, respectively, and **\$285 \$476** million and **\$207 million \$460 million** for the **six nine** months ended **June 30, 2023** **September 30, 2023** and 2022, respectively. These amounts are recoverable in customer rates, subject to reasonableness review.

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Unconsolidated Trusts of SCE

SCE Trust II, Trust III, Trust IV, Trust V, and Trust VI were formed in 2013, 2014, 2015, 2016, and 2017, respectively, for the exclusive purpose of issuing the 5.10%, 5.75%, 5.375%, 5.45%, and 5.00% trust preference securities, respectively ("trust securities"). The trusts are VIEs. SCE has concluded that it is not the primary beneficiary of these VIEs as it does not have the obligation to absorb the expected losses or the right to receive the expected residual returns of the trusts. SCE Trust II, Trust III, Trust IV, Trust V and Trust VI issued to the public trust securities in the face amounts of \$400 million, \$275 million, \$325 million, \$300 million, and \$475 million (cumulative, liquidation amounts of \$25 per share), respectively, and \$10,000 of common stock each to SCE. The trusts invested the proceeds of these trust securities in Series G, Series H, Series J, Series K, and Series L Preference Stock issued by SCE in the principal amounts of \$400 million, \$275 million, \$325 million, \$300 million, and \$475 million (cumulative, \$2,500 per share liquidation values), respectively, which have substantially the same payment terms as the respective trust securities.

The Series G, Series H, Series J, Series K, and Series L Preference Stock and the corresponding trust securities do not have a maturity date. Upon any redemption of any shares of the Series G, Series H, Series J, Series K, or Series L Preference Stock, a corresponding dollar amount of trust securities will be redeemed by the applicable trust. The applicable trust will make distributions at the same rate and on the same dates on the applicable series of trust securities, if and when the SCE board of directors declares and makes dividend payments on the related Preference Stock. The applicable trust will use any dividends it receives on the related Preference Stock to make its corresponding distributions on the applicable series of trust securities. If SCE does not make a dividend payment to any of these trusts, SCE would be prohibited from paying dividends on its common stock. SCE has fully and unconditionally guaranteed the payment of the trust securities and trust distributions, if and when SCE pays dividends on the related Preference Stock.

The Trust II, Trust III, Trust IV, Trust V and Trust VI balance sheets as of **June 30, 2023**, **September 30, 2023** and December 31, 2022 consisted of investments of **\$220 million, \$275 million, \$325 million, \$300 million, \$220 million, \$275 million, \$325 million, \$300 million, and \$475 million** in the Series G, Series H, Series J, Series K and Series L Preference Stock, respectively, **\$220 million, \$275 million, \$325 million, \$220 million, \$275 million, \$325 million, \$300 million, and \$475 million** of trust securities, respectively, and \$10,000 each of common stock.

The following table provides a summary of the trusts' income statements:

(in millions)	Three months ended June 30,					Three months ended September 30,				
	Trust II	Trust III	Trust IV	Trust V	Trust VI	Trust II	Trust III	Trust IV	Trust V	Trust VI
2023										
Dividend income	\$ 3	\$ 4	\$ 5	\$ 4	\$ 6	\$ 2	\$ 4	\$ 4	\$ 4	\$ 6
Dividend distributions	3	4	5	4	6	2	4	4	4	6
2022										
Dividend income	\$ 3	\$ 4	\$ 5	\$ 4	\$ 6	\$ 2	\$ 4	\$ 4	\$ 4	\$ 6
Dividend distributions	3	4	5	4	6	2	4	4	4	6

(in millions)	Nine months ended September 30,				
	Trust II	Trust III	Trust IV	Trust V	Trust VI
2023					
Dividend income	\$ 8	\$ 12	\$ 13	\$ 12	\$ 18
Dividend distributions	8	12	13	12	18
2022					
Dividend income	\$ 8	\$ 12	\$ 13	\$ 12	\$ 18
Dividend distributions	8	12	13	12	18

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(in millions)	Six months ended June 30,				
	Trust II	Trust III	Trust IV	Trust V	Trust VI
2023					

Dividend income	\$	6	\$	8	\$	9	\$	8	\$	12
Dividend distributions		6		8		9		8		12
2022										
Dividend income	\$	6	\$	8	\$	9	\$	8	\$	12
Dividend distributions		6		8		9		8		12

Note 4. Fair Value Measurements

Recurring Fair Value Measurements

Fair value is defined as the price that would be received to sell an asset or paid to transfer a liability in an orderly transaction between market participants at the measurement date (referred to as an "exit price"). Fair value of an asset or liability considers assumptions that market participants would use in pricing the asset or liability, including assumptions about nonperformance risk. As of **June 30, 2023**, **September 30, 2023** and December 31, 2022, nonperformance risk was not material for Edison International and SCE.

Assets and liabilities are categorized into a three-level fair value hierarchy based on valuation inputs used to determine fair value.

Level 1 – The fair value of Edison International's and SCE's Level 1 assets and liabilities is determined using unadjusted quoted prices in active markets that are available at the measurement date for identical assets and liabilities. This level includes exchange-traded equity securities, U.S. treasury securities, mutual funds, and money market funds.

Level 2 – Edison International's and SCE's Level 2 assets and liabilities include fixed income securities, primarily consisting of U.S. government and agency bonds, municipal bonds and corporate bonds, and over-the-counter **commodity** derivatives. The fair value of fixed income securities is determined using a market approach by obtaining quoted prices for similar assets and liabilities in active markets and inputs that are observable, either directly or indirectly, for substantially the full term of the instrument.

The fair value of SCE's over-the-counter **commodity** derivative contracts is determined using an income approach. SCE uses standard pricing models to determine the net present value of estimated future cash flows. Inputs to the pricing models include forward published or posted clearing prices from an exchange (Intercontinental Exchange) for similar instruments and discount rates. A primary price source that best represents trade activity for each market is used to develop observable forward market prices in determining the fair value of these positions. Broker quotes, prices from exchanges, or comparison to executed trades are used to validate and corroborate the primary price source. These price quotations reflect mid-market prices (average of bid and ask) and are obtained from sources believed to provide the most liquid market for the commodity.

Level 3 – **The fair value of SCE's Level 3 assets and liabilities is determined using the income approach through various models and techniques that require significant unobservable inputs.** This level includes **congestion revenue rights ("CRRs"), which are derivative contracts that trade infrequently such with significant unobservable inputs (CAISO CRR auction prices).** SCE employs a market valuation approach of utilizing historical CRR prices as **congestion revenue rights ("CRRs"), a proxy for forward prices.** Edison International Parent and Other does not have any Level 3 assets and liabilities.

Assumptions are made in order to value derivative contracts in which observable inputs are not available. In circumstances where fair value cannot be verified with observable market transactions, it is possible that a different valuation model could produce a materially different estimate of fair value. Modeling methodologies, inputs, and techniques are reviewed and assessed as markets continue to develop and more pricing information becomes available, and the fair value is adjusted when it is concluded that a change in inputs or techniques would result in a new valuation that better reflects the fair value of those derivative contracts. See Note 6 for a discussion of derivative instruments.

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SCE

The following table sets forth assets and liabilities of SCE that were accounted for at fair value by level within the fair value hierarchy:

--	--

(in millions)	June 30, 2023					September 30, 2023				
	Level 1	Level 2	Level 3	Netting and Collateral ¹	Total	Level 1	Level 2	Level 3	Netting and Collateral ¹	Total
Assets at fair value										
Derivative contracts	\$ —	\$ 11	\$ 13	\$ (11)	\$ 13	\$ —	\$ 5	\$ 34	\$ (5)	\$ 34
Money market funds and other	5	22	—	—	27	—	22	—	—	22
Nuclear decommissioning trusts:										
Stocks ²	1,632	—	—	—	1,632	1,550	—	—	—	1,550
Fixed Income ³	936	1,404	—	—	2,340	927	1,339	—	—	2,266
Short-term investments, primarily cash equivalents	219	31	—	—	250	188	29	—	—	217
Subtotal of nuclear decommissioning trusts ⁴	2,787	1,435	—	—	4,222	2,665	1,368	—	—	4,033
Total assets	2,792	1,468	13	(11)	4,262	2,665	1,395	34	(5)	4,089
Liabilities at fair value										
Derivative contracts	—	62	1	(63)	—	—	45	—	(45)	—
Total liabilities	—	62	1	(63)	—	—	45	—	(45)	—
Net assets	\$ 2,792	\$ 1,406	\$ 12	\$ 52	\$ 4,262	\$2,665	\$1,350	\$ 34	\$ 40	\$4,089

(in millions)	December 31, 2022				
	Level 1	Level 2	Level 3	Netting and Collateral ¹	Total
Assets at fair value					
Derivative contracts	\$ —	\$ 392	\$ 67	\$ (218)	\$ 241
Money market funds and other	647	22	—	—	669
Nuclear decommissioning trusts:					
Stocks ²	1,610	—	—	—	1,610
Fixed Income ³	941	1,281	—	—	2,222
Short-term investments, primarily cash equivalents	137	64	—	—	201
Subtotal of nuclear decommissioning trusts ⁴	2,688	1,345	—	—	4,033
Total assets	3,335	1,759	67	(218)	4,943
Liabilities at fair value					
Derivative contracts	—	116	4	(119)	1
Total liabilities	—	116	4	(119)	1
Net assets	\$ 3,335	\$ 1,643	\$ 63	\$ (99)	\$ 4,942

¹ Represents the netting of assets and liabilities under master netting agreements and cash collateral.

² Approximately 75% and 74% SCE's equity investments were in companies located in the United States at **June 30, 2023** **September 30, 2023** and December 31, 2022, respectively.

³ Includes corporate bonds, which were diversified by the inclusion of collateralized mortgage obligations and other asset backed securities, of **\$77 million** **\$87 million** and \$49 million at **June 30, 2023** **September 30, 2023** and December 31, 2022, respectively.

⁴ Excludes net payables of **\$96 million** **\$90 million** and \$85 million at **June 30, 2023** **September 30, 2023** and December 31, 2022, respectively, which consist of interest and dividend receivables as well as receivables and payables related to SCE's pending securities sales and purchases.

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SCE Fair Value of Level 3

The following table sets forth a summary of changes in SCE's fair value of Level 3 net derivative assets and liabilities:

(in millions)	Three months ended		Six months ended		Three months ended		Nine months ended	
	June 30,		June 30,		September 30,		September 30,	
	2023	2022	2023	2022	2023	2022	2023	2022
Fair value of net assets at beginning of period	\$ 47	\$ 39	\$ 63	\$ 44	\$ 12	\$ 32	\$ 63	\$ 44
Sales	(1)	(6)	(1)	(6)	—	(1)	(1)	(7)
Settlements	(12)	(26)	(24)	(29)	(23)	(25)	(47)	(54)
Total realized/unrealized (losses)/gains ¹	(22)	25	(26)	23				
Total realized/unrealized gains ¹					45	47	19	70
Fair value of net assets at end of period	\$ 12	\$ 32	\$ 12	\$ 32	\$ 34	\$ 53	\$ 34	\$ 53

¹ Due to regulatory mechanisms, SCE's realized and unrealized gains and losses are recorded as regulatory assets and liabilities.

There were no material transfers into or out of Level 3 during 2023 and 2022.

The following table sets forth SCE's valuation techniques and the significant unobservable inputs used to determine fair value for significant Level 3 assets and liabilities:

	Fair Value					Fair Value				
	(in millions)		Valuation	Significant	Weighted	(in millions)		Unobservable	Range	Weighted
	Assets	Liabilities	Technique	Unobservable Input	Average (per MWh)	Assets	Liabilities	Input	(per MWh)	Average (per MWh)
Congestion revenue rights										
June 30, 2023	\$ 13	\$ 1	Auction prices	CAISO CRR auction prices	\$(7.54) - \$47.91					
September 30, 2023						\$ 34	\$ —	CAISO CRR auction prices	\$(2.86) - \$45.78	\$ 0.29
December 31, 2022	67	4	Auction prices	CAISO CRR auction prices	(7.91) - 3,856.67	67	4	CAISO CRR auction prices	(7.91) - 3,856.67	1.64

Level 3 Fair Value Uncertainty

For CRRs, increases or decreases in CAISO auction prices would result in higher or lower fair value, respectively.

Nuclear Decommissioning Trusts

SCE's nuclear decommissioning trust investments include equity securities, U.S. treasury securities, and other fixed income securities. Equity and treasury securities are classified as Level 1 as fair value is determined by observable market prices in active or highly liquid and transparent markets. The remaining fixed income securities are classified as Level 2. There are no securities classified as Level 3 in the nuclear decommissioning trusts.

Edison International Parent and Other

Edison International Parent and Other assets measured at fair value and classified as Level 1 consisted of equity investments of \$1 million and \$5 million and money market funds of \$118 \$120 million and \$137 million at June 30, 2023 September 30, 2023 and December 31, 2022, respectively. respectively, and \$5 million of equity investments at December 31, 2022. There are no assets classified as Level 2 at September 30, 2023. Assets measured at fair value and classified as at Level 2 consisted of short-term investments of \$2 million at both June 30, 2023 and December 31, 2022. There are no securities classified as Level 3 for Edison International Parent and Other.

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Fair Value of Debt Recorded at Carrying Value

The carrying value and fair value of Edison International's and SCE's long-term debt (including the current portion of long-term debt) are as follows:

(in millions)	June 30, 2023		December 31, 2022		September 30, 2023		December 31, 2022	
	Carrying	Fair	Carrying	Fair	Carrying	Fair	Carrying	Fair
	Value ¹	Value ²	Value ¹	Value ²	Value ¹	Value ²	Value ¹	Value ²
Edison International	\$ 32,319	\$ 29,670	\$ 29,639	\$ 26,824	\$32,471	\$28,700	\$29,639	\$26,824
SCE	28,247	25,618	26,258	23,469	28,398	24,688	26,258	23,469

¹ Carrying value is net of debt issuance costs.

² The fair value of long-term debt is classified as Level 2.

Note 5. Debt and Credit Agreements

Long-Term Debt

In the first quarter of 2023, SCE issued \$750 million of 5.30% first and refunding mortgage bonds due in 2028. The proceeds were used to fund the payment of wildfire claims above the amount of expected insurance proceeds. SCE also issued \$450 million of 5.70% first and refunding mortgage bonds due in 2053. The proceeds were used to repay commercial paper borrowings and for general corporate purposes.

In the first quarter of 2023, Edison International Parent issued \$500 million of 8.125% junior subordinated notes due in 2053. The interest rate resets every five years at a rate equal to the five-year U.S. Treasury rate plus a spread of 3.864%. The proceeds were used to repay commercial paper borrowings and for general corporate purposes.

In the second quarter of 2023, SCE issued \$400 million of 4.90% first and refunding mortgage bonds due in 2026. The proceeds were used to fund the payment of wildfire claims above the amount of expected insurance proceeds. SCE also issued \$700 million of 5.875% first and refunding mortgage bonds due in 2053. The proceeds were used to repay commercial paper borrowings and for general corporate purposes.

In the second quarter of 2023, Edison International Parent issued \$600 million of 5.25% senior notes due in 2028. The proceeds were used to repay commercial paper borrowings and for general corporate purposes.

During the nine months ended September 30, 2023, SCE issued the following first and refunding mortgage bonds:

Description	Month of Issuance	Rate	Maturity Date	Amount (in millions)
Series 2023A ¹	March 2023	5.30%	2028	\$ 750
Series 2023B ²	March 2023	5.70%	2053	450
Series 2023C ¹	May 2023	4.90%	2026	400
Series 2023D ²	May 2023	5.88%	2053	700
Series 2023E ¹	September 2023	5.65%	2028	550

¹ The proceeds were used to fund the payment of wildfire claims and related expenses above the amount of expected insurance proceeds.

² The proceeds were used to repay commercial paper borrowings and for general corporate purposes.

Senior Secured Recovery Bonds

In April the second quarter of 2023, SCE Recovery Funding LLC issued \$775 million of Senior Secured Recovery Bonds, Series 2023-A, in two tranches and used the proceeds to acquire SCE's right, title and interest in and to the Recovery Property. The two tranches of Senior Secured Recovery Bonds consisted of \$425 million, 4.697% with final maturity in 2042 bonds and \$350 million, 5.112% with final maturity in 2049 bonds. For further details, see Note 3. SCE used the proceeds it received from the sale of Recovery Property to pay down the entire \$730 million outstanding amount of a term loan due in May 2023.

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Credit Agreements and Short-Term Debt

The following table summarizes the status of the credit facilities at **June 30, 2023** **September 30, 2023**:

Borrower		Secured Overnight Financing Rate						Secured Overnight Financing Rate					
		Termination Date	("SOFR") plus (bps)	Commitment	Outstanding borrowings	letters of credit	Amount available	Termination Date	("SOFR") plus (bps)	Commitment	Outstanding borrowings	letters of credit	Amount available
Edison International	Parent ^{1, 3}	May 2027	128	\$ 1,500	\$ 387	\$ —	\$ 1,113	May 2027	128	\$ 1,500	\$ 389	\$ —	\$ 1,113
SCE ^{2, 3}		May 2027	108	3,350	785	122	2,443	May 2027	108	3,350	621	122	2,443
Total Edison International	Total Edison International			\$ 4,850	\$ 1,172	\$ 122	\$ 3,556	Total Edison International		\$ 4,850	\$ 1,010	\$ 122	\$ 3,556

¹ At **June 30, 2023** **September 30, 2023**, Edison International Parent had **\$387 million** **\$388 million** outstanding commercial paper, net of discount, at a weighted-average interest rate of 5.84%.

² At **June 30, 2023** **September 30, 2023**, SCE had **\$785** **\$616** million outstanding commercial paper, net of discount, at a weighted-average interest rate of **5.63%** **5.73%**.

³ In May 2023, Edison International Parent and SCE amended their credit facilities to extend the maturity date to May 2027, with two additional **one year** **one-year** extension options. The aggregate maximum principal amount under the SCE and Edison International Parent revolving credit facilities may be increased up to \$4.0 billion and \$2.0 billion, respectively, provided that additional lender commitments are obtained.

Uncommitted Letters of Credit Subsequent to September 30, 2023

In October 2023, SCE entered into agreements with certain lenders for bilateral unsecured standby letters of credit ("SBLC") with a total capacity of \$625 million that is uncommitted and supported by reimbursement agreements. The SBLCs are not subject to any collateral or security requirements.

Note 6. Derivative Instruments

Derivative financial instruments are used to manage exposure to commodity price risk. These risks are managed in part by entering into forward commodity transactions, including options, swaps and futures. To mitigate credit risk from counterparties in the event of nonperformance, master netting agreements are used whenever possible, and counterparties may be required to pledge collateral depending on the creditworthiness of each counterparty and the risk associated with the transaction.

Commodity Price Risk

Commodity price risk represents the potential impact that can be caused by a change in the market value of a particular commodity. SCE's electricity price exposure arises from energy purchased from and sold to wholesale markets as a result of differences between SCE's load requirements and the amount of energy delivered from its generating facilities and PPAs. SCE's natural gas price exposure arises from natural gas purchased for the Mountainview power plants, Peaker plants and Qualifying Facilities contracts where pricing is based on a monthly natural gas index and PPAs in which SCE has agreed to provide the natural gas needed for generation, referred to as tolling arrangements.

Credit and Default Risk

Credit and default risk represent the potential impact that can be caused if a counterparty were to default on its contractual obligations and SCE would be exposed to spot markets for buying replacement power and natural gas or selling excess power and natural gas. In addition, SCE would be exposed to the risk of non-payment of accounts receivable, primarily related to the sales of excess power and natural gas and realized gains on derivative instruments.

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Certain power and gas contracts contain master netting agreements or similar agreements, which generally allow counterparties subject to the agreement to offset amounts when certain criteria are met, such as in the event of default. The objective of netting is to reduce credit exposure. Additionally, to reduce SCE's risk exposures, counterparties may be required to pledge collateral depending on the creditworthiness of each counterparty and the risk associated with the transaction.

Certain power and gas contracts contain a provision that requires SCE to maintain an investment grade rating from the major credit rating agencies that have credit ratings for SCE, referred to as a credit-risk-related contingent feature. If SCE's credit

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rating were to fall below investment grade, SCE may be required to post additional collateral to cover derivative liabilities and the related outstanding payables. The net fair value of all derivative liabilities with these credit-risk-related contingent features was less than \$1 million as of **June 30, 2023** **September 30, 2023** and December 31, 2022, for which SCE posted no collateral and collateral of \$24 million for its outstanding payables as of **June 30, 2023** **September 30, 2023** and December 31, 2022, respectively. If the credit-risk-related contingent features underlying these agreements were triggered on **June 30, 2023** **September 30, 2023**, SCE would **not** be required to post **any additional collateral**. **collateral of \$1 million, most of which is related to outstanding payables.**

Fair Value of Derivative Instruments

SCE presents its derivative assets and liabilities, **recorded at fair value**, on a net basis on its consolidated balance sheets when subject to master netting agreements or similar agreements. Derivative positions are also offset against margin and cash collateral deposits. In addition, SCE has provided collateral in the form of letters of credit. Collateral requirements can vary depending upon the level of unsecured credit extended by counterparties, changes in market prices relative to contractual commitments and other factors. See Note 4 for a discussion of fair value of derivative instruments. The following table summarizes the gross and net fair values of SCE's commodity derivative instruments:

(in millions)	June 30, 2023			September 30, 2023		
	Derivative Assets	Derivative Liabilities	Net Assets	Derivative Assets	Derivative Liabilities	
	Short-Term ¹	Short-Term		Short-Term ¹	Long-Term ²	
Commodity derivative contracts						
Gross amounts recognized	\$ 24	\$ 63	\$ (39)	\$ 33	\$ 6	\$ 45
Gross amounts offset in the consolidated balance sheets	(11)	(11)	—	(5)	—	(5)
Cash collateral posted	—	(52)	52	—	—	(40)
Cash collateral received						
Net amounts presented in the consolidated balance sheets	\$ 13	\$ —	\$ 13	\$ 28	\$ 6	\$ —

(in millions)	December 31, 2022			December 31, 2022		
	Derivative Assets	Derivative Liabilities	Net Assets	Derivative Assets	Derivative Liabilities	
	Short-Term ¹	Short-Term ²		Short-Term ¹	Short-Term ³	
Commodity derivative contracts						
Gross amounts recognized	\$ 459	\$ 120	\$ 339	\$ 459	\$ 120	
Gross amounts offset in the consolidated balance sheets	(119)	(119)	—	(119)	(119)	
Cash collateral received	(99)	—	(99)	(99)	—	
Net amounts presented in the consolidated balance sheets	\$ 241	\$ 1	\$ 240	\$ 241	\$ 1	

¹ Included in "Other current assets" on SCE's consolidated balance sheets.

² Included in "Other long-term assets" on SCE's consolidated balance sheets.

³ Included in "Other current liabilities" on SCE's consolidated balance sheets.

At June 30, 2023 September 30, 2023, SCE posted and accrued \$110 million of cash collateral, and accrued the right to reclaim cash collateral totaled \$161 million, of which \$52 million \$40 million was offset against derivative liabilities and \$109 million \$70 million was reflected in "Other current assets" on SCE's consolidated balance sheets.

Financial Statement Impact of Derivative Instruments

SCE recognizes realized gains and losses on derivative instruments as purchased power expense and expects that such gains or losses will be part of the purchased power costs recovered from customers. As a result, realized gains and losses do not

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affect earnings, but may temporarily affect cash flows. Due to the expected future recovery from customers, unrealized gains and losses are recorded as regulatory assets and liabilities and therefore, also do not affect earnings. The remaining effects of derivative activities and related regulatory offsets are reported in cash flows from operating activities in SCE's consolidated statements of cash flows.

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The following table summarizes the gains/(losses) of SCE's economic hedging activity:

(in millions)					Three months ended September 30,		Nine months ended September 30,	
	Three months ended June 30,		Six months ended June 30,		30,		30,	
	2023	2022	2023	2022	2023	2022	2023	2022
Realized	\$ (7)	\$ 129	\$ 109	\$ 110	\$ (57)	\$ 69	\$ 52	\$ 179
Unrealized	(114)	(88)	(378)	(35)	34	36	(344)	1

Notional Volumes of Derivative Instruments

The following table summarizes the notional volumes of derivatives used for SCE's economic hedging activities:

Commodity	Unit of Measure	Economic Hedges		Unit of Measure	Economic Hedges	
		June 30, 2023	December 31, 2022		September 30, 2023	December 31, 2022
Electricity options, swaps and forwards	Gigawatt hours	2,364	1,022	Gigawatt hours	2,299	1,022

Natural gas options, swaps and forwards	Billion cubic feet	45	42	Billion cubic feet	34	42
Congestion revenue rights	Gigawatt hours	24,290	44,028	Gigawatt hours	30,770	44,028

Note 7. Revenue

SCE's revenue is disaggregated by two revenue sources:

- Earning activities – representing revenue authorized by the CPUC and FERC, which is intended to provide SCE with a reasonable opportunity to recover its costs and earn a return on its net investment in generation, transmission and distribution assets. The annual revenue requirements are comprised of authorized operation and maintenance costs, depreciation, taxes and a return consistent with the capital structure. Also, included in earnings activities are revenue or penalties related to incentive mechanisms, other operating revenue, and regulatory charges or disallowances.
- Cost-recovery activities – representing CPUC- and FERC- authorized balancing accounts, which allow for recovery of specific project or program costs, subject to a reasonableness review or compliance with upfront standards, as well as non-bypassable rates collected for SCE Recovery Funding LLC. Cost-recovery activities include rates which provide recovery, subject to a reasonableness review of, among other things, fuel costs, purchased power costs, public purpose related-program costs (including energy efficiency and demand-side management programs), certain operation and maintenance expenses and repayment of bonds and financing costs of SCE Recovery Funding LLC. SCE earns no return on these activities.

The following table is a summary of SCE's revenue:

	Three months ended June 30, 2023			Three months ended June 30, 2022			Three months ended September 30, 2023			Three months ended September 30, 2022		
	Cost-		Total	Cost-		Total	Cost-		Total	Cost-		Total
	Earning	Recovery		Earning	Recovery		Earning	Recovery		Earning	Recovery	
(in millions)	Activities	Activities	Consolidated	Activities	Activities	Consolidated	Activities	Activities	Consolidated	Activities	Activities	Consolidated
Revenue from contracts with customers ^{1,2}	\$ 2,043	\$ 1,546	\$ 3,589	\$ 1,978	\$ 2,022	\$ 4,000						
Alternative revenue programs and other operating revenue ³	124	236	360	186	(190)	(4)						
Revenue from contracts with customers ¹							\$ 2,362	\$ 3,479	\$ 5,841	\$ 2,350	\$ 3,603	\$ 5,953
Alternative revenue programs and other operating revenue ²							25	(1,179)	(1,154)	100	(836)	(736)
Total operating revenue	\$ 2,167	\$ 1,782	\$ 3,949	\$ 2,164	\$ 1,832	\$ 3,996	\$ 2,387	\$ 2,300	\$ 4,687	\$ 2,450	\$ 2,767	\$ 5,217

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(in millions)	Six months ended June 30, 2023			Six months ended June 30, 2022			Nine months ended September 30, 2023			Nine months ended September 30, 2022		
	Cost-		Total	Cost-		Total	Cost-		Total	Cost-		Total
	Earning	Recovery		Earning	Recovery		Earning	Recovery		Earning	Recovery	
	Activities	Activities	Consolidated	Activities	Activities	Consolidated	Activities	Activities	Consolidated	Activities	Activities	Consolidated
Revenues from contracts with customers ^{1,2}	\$ 4,119	\$ 3,206	\$ 7,325	\$ 3,963	\$ 3,397	\$ 7,360						
Alternative revenue programs and other operating revenue ³	281	293	574	468	129	597						
Revenues from contracts with customers ¹							\$ 6,481	\$ 6,685	\$ 13,166	\$ 6,313	\$ 7,000	\$ 13,313
Alternative revenue programs and other operating revenue ²							306	(886)	(580)	568	(707)	(139)
Total operating revenue	\$ 4,400	\$ 3,499	\$ 7,899	\$ 4,431	\$ 3,526	\$ 7,957	\$ 6,787	\$ 5,799	\$ 12,586	\$ 6,881	\$ 6,293	\$ 13,174

¹ SCE recorded CPUC revenue based on an annual revenue requirement set by a methodology established in the GRC proceeding and FERC revenue authorized through a formula rate. For further information, see Note 1.

² At June 30, 2023, September 30, 2023 and December 31, 2022, SCE's receivables related to contracts from customers were \$3.1 billion and \$2.3 billion, for both periods, respectively, which include accrued unbilled revenue of \$756 million, \$929 million and \$638 million, \$638 million, respectively.

³ Includes differences between amounts billed, revenues from contracts with customers and authorized levels for both the certain CPUC and FERC. FERC revenues.

Deferred Revenue

As of June 30, 2023, September 30, 2023, SCE has deferred revenue of \$374 million, \$371 million related to sale of the use of transfer capability of West of Devers transmission line, of which \$13 million, \$13 million and \$361 million, \$358 million are included in "Other current liabilities" and "Other deferred credits and other long-term liabilities," respectively, on SCE's consolidated balance sheets. The deferred revenue is amortized straight-line over a period of 30 years starting 2021.

Note 8. Income Taxes

Effective Tax Rate

The table below provides a reconciliation of income tax expense computed at the federal statutory income tax rate to the income tax provision:

(in millions)	Three months ended June 30,		Six months ended June 30,	
	2023	2022	2023	2022
Edison International:				

Income from operations before income taxes	\$ 460	\$ 299	\$ 838	\$ 380
Provision for income tax at federal statutory rate of 21%	97	63	176	80
Increase (decrease) in income tax from:				
State tax, net of federal benefit	1	(4)	—	(21)
Property-related	(47)	(48)	(105)	(93)
Other	—	(4)	(7)	(14)
Total income tax expense (benefit)	\$ 51	\$ 7	\$ 64	\$ (48)
Effective tax rate	11.1 %	2.3 %	7.6 %	(12.6)%
SCE:				
Income from operations before income taxes	\$ 517	\$ 349	\$ 945	\$ 482
Provision for income tax at federal statutory rate of 21%	109	73	198	101
Increase (decrease) in income tax from:				
State tax, net of federal benefit	8	—	11	(13)
Property-related	(47)	(48)	(105)	(93)
Other	(2)	(3)	(7)	(13)
Total income tax expense (benefit)	\$ 68	\$ 22	\$ 97	\$ (18)
Effective tax rate	13.2 %	6.3 %	10.3 %	(3.7)%

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(in millions)	Three months ended		Nine months ended September	
	September 30,		30,	
	2023	2022	2023	2022
Edison International:				
Income (loss) from operations before income taxes	\$ 189	\$ (261)	\$ 1,027	\$ 119
Provision for income tax at federal statutory rate of 21%	40	(55)	216	25
(Decrease) increase in income tax from:				
State tax, net of federal benefit	(16)	(58)	(16)	(79)
Property-related	(47)	(79)	(152)	(172)
Other	—	5	(7)	(9)
Total income tax (benefit) expense	\$ (23)	\$ (187)	\$ 41	\$ (235)
Effective tax rate	(12.2)%	(71.6)%	4.0 %	(197.5)%
SCE:				
Income (loss) from operations before income taxes	\$ 268	\$ (230)	\$ 1,213	\$ 252
Provision for income tax at federal statutory rate of 21%	56	(48)	255	53
(Decrease) increase in income tax from:				
State tax, net of federal benefit	(11)	(53)	—	(66)
Property-related	(47)	(79)	(152)	(172)
Other	1	3	(7)	(10)
Total income tax (benefit) expense	\$ (1)	\$ (177)	\$ 96	\$ (195)
Effective tax rate	(0.4)%	(77.0)%	7.9 %	(77.4)%

The CPUC requires flow-through ratemaking treatment for the current tax benefit arising from certain property-related and other temporary differences which reverse over time. Flow-through items reduce current authorized revenue requirements in SCE's rate cases and result in a regulatory asset for recovery of deferred income taxes in future periods. The difference between the authorized amounts as determined in SCE's rate cases, adjusted for balancing and memorandum account

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activities, and the recorded flow-through items also result in increases or decreases in regulatory assets with a corresponding impact on the effective tax rate to the extent that recorded deferred amounts are expected to be recovered in future rates. For further information, see Note 11.

Tax Disputes

In 2020, Edison International recorded favorable tax positions in connection with the Edison Mission Energy bankruptcy that were fully reserved. Based on information identified during the second quarter of 2023, the Company wrote off the total claim and related reserve in the amount of approximately \$268 million.

Tax years that remain open for examination by the IRS and the California Franchise Tax Board ("FTB") are 2019 – 2022 and 2020 – 2022, respectively.

Note 9. Compensation and Benefit Plans

Pension Plans

Net periodic pension expense components are:

(in millions)	Three months ended		Six months ended		Three months ended		Nine months ended	
	June 30,		June 30,		September 30,		September 30,	
	2023	2022	2023	2022	2023	2022	2023	2022
Edison International:								
Service cost	\$ 25	\$ 30	\$ 50	\$ 60	\$ 25	\$ 30	\$ 75	\$ 90
Non-service cost (benefit)								
Interest cost	45	27	90	54	45	27	135	81
Expected return on plan assets	(54)	(57)	(108)	(114)	(54)	(57)	(162)	(171)
Settlement costs	—	3	—	3	—	—	—	3
Amortization of net loss ¹	1	1	2	2	—	1	2	3
Regulatory adjustment	(12)	2	(24)	4	(12)	2	(36)	6
Total non-service benefit²	\$ (20)	\$ (24)	\$ (40)	\$ (51)	\$ (21)	\$ (27)	\$ (61)	\$ (78)
Total expense	\$ 5	\$ 6	\$ 10	\$ 9	\$ 4	\$ 3	\$ 14	\$ 12
SCE:								
Service cost	\$ 24	\$ 29	\$ 48	\$ 58	\$ 24	\$ 29	\$ 72	\$ 87
Non-service cost (benefit)								
Interest cost	42	25	84	50	42	25	126	75
Expected return on plan assets	(51)	(54)	(102)	(108)	(51)	(54)	(153)	(162)
Settlement costs	—	3	—	3	—	—	—	3
Amortization of net loss ¹	—	1	—	2	—	1	—	3
Regulatory adjustment	(12)	2	(24)	4	(12)	2	(36)	6
Total non-service benefit²	\$ (21)	\$ (23)	\$ (42)	\$ (49)	\$ (21)	\$ (26)	\$ (63)	\$ (75)
Total expense	\$ 3	\$ 6	\$ 6	\$ 9	\$ 3	\$ 3	\$ 9	\$ 12

¹ Represents the amount of net loss reclassified from other comprehensive loss.

² Included in "Other Income" on Edison International's and SCE's consolidated statements of income.

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Postretirement Benefits Other Than Pensions ("PBOP")

Net periodic PBOP expense components for Edison International and SCE are:

(in millions)	Three months ended		Six months ended		Three months ended		Nine months ended	
	June 30,		June 30,		September 30,		September 30,	
	2023	2022	2023	2022	2023	2022	2023	2022
Service cost	\$ 5	\$ 8	\$ 10	\$ 16	\$ 5	\$ 8	\$ 15	\$ 24
Non-service cost (benefit)								
Interest cost	18	14	36	28	18	14	54	42
Expected return on plan assets	(27)	(24)	(54)	(48)	(27)	(24)	(81)	(72)
Amortization of net gain	(12)	(12)	(24)	(24)	(12)	(12)	(36)	(36)
Regulatory adjustment	16	14	32	28	16	14	48	42
Total non-service benefit ¹	\$ (5)	\$ (8)	\$ (10)	\$ (16)	\$ (5)	\$ (8)	\$ (15)	\$ (24)
Total expense	\$ —	\$ —	\$ —	\$ —	\$ —	\$ —	\$ —	\$ —

¹ Included in "Other income" on Edison International's and SCE's consolidated statements of income.

Note 10. Investments

Nuclear Decommissioning Trusts

Future decommissioning costs related to SCE's nuclear assets are expected to be funded from independent decommissioning trusts.

The following table sets forth amortized cost and fair value of the trust investments (see Note 4 for a discussion of fair value of the trust investments):

(in millions)	Longest Maturity Dates	Amortized Costs		Fair Values		Longest Maturity Dates	Amortized Costs		Fair Values	
		June 30, 2023	December 31, 2022	June 30, 2023	December 31, 2022		September 30, 2023	December 31, 2022	September 30, 2023	December 31, 2022
Municipal bonds	2061	\$ 617	\$ 672	\$ 704	\$ 754	2061	\$ 632	\$ 672	\$ 682	\$ 754
Government and agency securities	2073	1,151	1,025	1,222	1,091	2073	1,146	1,025	1,210	1,091
Corporate bonds	2070	386	351	414	377	2070	350	351	376	377
Short-term investments and receivables/payables ¹	One-year	146	110	154	116	One-year	115	110	125	116
Total debt securities and other		\$ 2,300	\$ 2,158	2,494	2,338		\$ 2,243	\$ 2,158	2,393	2,338
Equity securities				1,632	1,610				1,550	1,610
Total				\$ 4,126	\$ 3,948				\$ 3,943	\$ 3,948

¹ Short-term As of December 31, 2022, short-term investments included \$9 million and \$41 million of repurchase agreements payable by financial institutions which earn earned interest, were fully and was 97% secured by U.S. Treasury securities and mature by July 3, 2023 and matured on January 3, 2023 as of June 30, 2023 and December 31, 2022, respectively.

Trust fund earnings (based on specific identification) increase the trust fund balance and the asset retirement obligation ("ARO") regulatory liability. Unrealized holding gains, net of losses, were \$1.5 billion and \$1.6 billion at both June 30, 2023 September 30, 2023 and December 31, 2022, respectively.

Trust assets are used to pay income taxes arising from trust investing activity. Deferred tax liabilities related to net unrealized gains were \$352 million \$313 million and \$321 million at June 30, 2023 September 30, 2023 and December 31, 2022, respectively. Accordingly, the fair value of trust assets available to pay future decommissioning costs, net of deferred income taxes, totaled \$3.8 billion \$3.6 billion at both September 30, 2023 and \$3.6 billion at June 30, 2023 and December 31, 2022, respectively.

The following table summarizes the gains and losses for the trust investments:

(in millions)					Three months ended			
	Three months ended		Six months ended June		ended		Nine months ended	
	June 30,		30,		September		September 30,	
	2023	2022	2023	2022	2023	2022	2023	2022
Gross realized gains	\$ 124	\$ 74	\$ 195	\$ 89	\$ 48	\$ 22	\$ 243	\$ 111
Gross realized losses	(8)	(45)	(31)	(61)	(38)	(35)	(69)	(96)
Net unrealized (losses)/gains for equity securities	(11)	(332)	64	(432)	(81)	(83)	(17)	(515)

Due to regulatory mechanisms, changes in the assets of the trusts from income or loss items do not materially affect earnings.

Edison International Parent and Other's Investments

Edison International Parent and Other hold strategic investments in companies focused on developing electric technologies and services, included as "Other investments" on Edison International's consolidated balance sheets. As of June 30, 2023 and September 30, 2023, these investments consisted of \$13 million of equity investments without readily determinable fair values. As of December 31, 2022, these investments consist consisted of \$1 million and \$5 million of marketable securities respectively, and \$12 million of equity investments without readily determinable fair values at both dates, values. For further information of fair value and unrealized gains/(losses) of marketable securities, which are recorded in "Other income" on Edison Internationals' consolidated statements of income, see Note 4 and Note 15, respectively. The equity investments without readily determinable fair values balances included cumulative upward adjustments of \$9 million at both June 30, 2023 and December 31, 2022. The cumulative upward adjustments resulted, resulting primarily from values determined by additional capital infusions, infusions, at both September 30, 2023 and December 31, 2022.

Note

11. Regulatory Assets and Liabilities

Regulatory Assets

SCE's regulatory assets included on its consolidated balance sheets are:

(in millions)	June 30, 2023	December 31, 2022	September 30, 2023	December 31, 2022
Current:				
Regulatory balancing and memorandum accounts	\$ 3,574	\$ 2,400	\$ 2,357	\$ 2,400
Power contracts	23	71	—	71
Energy derivatives	39	—	—	—
Other	20	26	51	26
Total current	3,656	2,497	2,408	2,497
Long-term:				
Deferred income taxes, net of liabilities	5,366	5,178	—	—
Deferred income taxes	—	—	5,456	5,178
Unamortized investments, net of accumulated amortization	110	113	109	113
Unamortized loss on reacquired debt	103	109	100	109
Regulatory balancing and memorandum accounts	1,107	1,589	1,192	1,589
Environmental remediation	234	241	233	241
Recovery assets	1,585	834	1,571	834
Other	116	117	113	117
Total long-term	8,621	8,181	8,774	8,181
Total regulatory assets	\$ 12,277	\$ 10,678	\$ 11,182	\$ 10,678

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Regulatory Liabilities

SCE's regulatory liabilities included on its consolidated balance sheets are:

(in millions)	June 30, 2023	December 31, 2022	September 30, 2023	December 31, 2022
Current:				
Regulatory balancing and memorandum accounts	\$ 779	\$ 584	\$ 685	\$ 584
Energy derivatives	—	338	—	338
Other	18	42	32	42
Total current	797	964	717	964
Long-term:				
Costs of removal	2,705	2,589	2,673	2,589
Re-measurement of deferred taxes	2,224	2,250		
Deferred income taxes			2,227	2,250
Recoveries in excess of ARO liabilities	1,444	1,231	1,285	1,231
Regulatory balancing and memorandum accounts	1,353	1,116	1,377	1,116
Pension and other postretirement benefits	992	1,007	984	1,007
Other	17	18	24	18
Total long-term	8,735	8,211	8,570	8,211
Total regulatory liabilities	\$ 9,532	\$ 9,175	\$ 9,287	\$ 9,175

Net Regulatory Balancing and Memorandum Accounts

The following table summarizes the significant components of regulatory balancing and memorandum accounts included in the above tables of regulatory assets and liabilities:

(in millions)	September 30, 2023	December 31, 2022
Asset (liability)		
Energy resource recovery account	\$ (141)	\$ 1,580
Portfolio allocation balancing account	929	(73)
New system generation balancing account	237	(63)
Public purpose programs and energy efficiency programs	(1,805)	(1,577)
Base revenue requirement balancing account	1,006	1,108
GRC wildfire mitigation balancing accounts	174	67
Residential uncollectibles balancing account	51	—
Greenhouse gas auction revenue and low carbon fuel standard revenue	(393)	(289)
FERC balancing accounts	(208)	(123)
Wildfire and drought restoration accounts	432	352
Wildfire-related memorandum accounts	985	1,168
Risk management balancing accounts	(74)	—
COVID-19-related memorandum accounts	66	67
Customer service re-platform memorandum account	96	64
Tax accounting memorandum account and pole loading balancing account	61	90
Excess bond and power charge balancing account	11	(56)
Other	60	(26)
Asset	\$ 1,487	\$ 2,289

(in millions)	June 30, 2023	December 31, 2022
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Asset (liability)		
Energy resource recovery account	\$ (471)	\$ 1,580
Portfolio allocation balancing account	1,613	(73)
New system generation balancing account	135	(63)
Public purpose programs and energy efficiency programs	(1,900)	(1,577)
Base revenue requirement balancing account	1,566	1,108
GRC wildfire mitigation balancing accounts	192	67
Residential uncollectibles balancing account	28	—
Greenhouse gas auction revenue and low carbon fuel standard revenue	(181)	(289)
FERC balancing accounts	(114)	(123)
Wildfire and drought restoration accounts	383	352
Wildfire-related memorandum accounts	886	1,168
COVID-19-related memorandum accounts	69	67
Customer service re-platform memorandum account	70	64
Tax accounting memorandum account and pole loading balancing account	192	90
Excess bond and power charge balancing account	9	(56)
Other	72	(26)
Asset	\$ 2,549	\$ 2,289

¹ The risk management balancing account is used to support the administration of the customer-funded self-insurance program. See "Note 12—Contingencies—Southern California Wildfires and Mudslides—Wildfire Insurance Coverage" for more details.

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Note 12. Commitments and Contingencies

Indemnities

Edison International and SCE have various financial and performance guarantees and indemnity agreements which are issued in the normal course of business.

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Edison International and SCE have agreed to provide indemnifications through contracts entered into in the normal course of business. These are primarily indemnifications against adverse litigation outcomes in connection with underwriting agreements, indemnities for specified environmental liabilities and income taxes with respect to assets sold or other contractual arrangements. Edison International's and SCE's obligations under these agreements may or may not be limited in terms of time and/or amount, and in some instances Edison International and SCE may have recourse against third parties. Edison International and SCE have not recorded a liability related to these indemnities. The overall maximum amount of the obligations under these indemnifications cannot be reasonably estimated.

Contingencies

In addition to the matters disclosed in these Notes, Edison International and SCE are involved in other legal, tax, and regulatory proceedings before various courts and governmental agencies regarding matters arising in the ordinary course of business. Edison International and SCE believe the outcome of each of these other proceedings will not materially affect its financial position, results of operations and cash flows.

California has experienced unprecedented weather conditions in recent years due to climate change, and wildfires in SCE's territory, including those where SCE's equipment may be alleged to be associated with the fire's ignition, have caused loss of life and substantial damage in recent years. SCE's service territory remains susceptible to additional wildfire activity.

Numerous claims related to wildfire events have been initiated against SCE and Edison International. Edison International and SCE have incurred material losses in connection with the 2017/2018 Wildfire/Mudslide Events (defined below), which are described below. In addition, SCE's equipment has been, and may further be, alleged to be associated with wildfires that have originated in Southern California subsequent to 2018.

Liability Overview

The extent of legal liability for wildfire-related damages in actions against utilities depends on a number of factors, including whether the utility substantially caused or contributed to the damages and whether parties seeking recovery of damages will be required to show negligence in addition to causation. California courts have previously found utilities to be strictly liable for property damage along with associated interest and attorneys' fees, regardless of fault, by applying the theory of inverse condemnation when a utility's facilities were determined to be a substantial cause of a wildfire that caused the property damage. If inverse condemnation is held to be inapplicable to SCE in connection with a wildfire, SCE still could be held liable for property damages and associated interest if the property damages were found to have been proximately caused by SCE's negligence. If SCE were to be found negligent, SCE could also be held liable for, among other things, fire suppression costs, business interruption losses, evacuation costs, clean-up costs, medical expenses, and personal injury/wrongful death claims. Additionally, SCE could potentially be subject to fines and penalties for alleged violations of CPUC rules and state laws investigated in connection with the ignition of a wildfire.

While investigations into the cause of a wildfire event are conducted by one or more fire agencies, fire agency findings do not determine legal causation of or assign legal liability for a wildfire event. Final determinations of legal causation and liability for wildfire events, including determinations of whether SCE was negligent, would only be made during lengthy and complex litigation processes and settlements may be reached before determinations of legal liability are ever made. Even when investigations are still pending or legal liability is disputed, an assessment of likely outcomes, including through future

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settlement of disputed claims, may require estimated losses to be accrued under accounting standards. Each reporting period, management reviews its loss estimates for remaining alleged and potential claims related to wildfire events. The process for estimating losses associated with alleged and potential wildfire related claims requires management to exercise significant judgment based on a number of assumptions and subjective factors, including, but not limited to: estimates of known and expected claims by third parties based on currently available information, opinions of counsel regarding litigation risk, the

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status of and developments in the course of litigation, and prior experience litigating and settling wildfire litigation claims. As additional information becomes available, management's estimates and assumptions regarding the causes and financial impact of wildfire events may change. Actual losses incurred may be higher or lower than estimated based on several factors, including the uncertainty in estimating damages that have been or may be alleged.

2017/2018 Wildfire/Mudslide Events

Wildfires in SCE's territory in December 2017 and November 2018 caused loss of life, substantial damage to both residential and business properties, and service outages for SCE customers. The investigating government agencies, the Ventura County Fire Department ("VCFD") and California Department of Forestry and Fire Protection ("CAL FIRE"), have determined that the largest of the 2017 fires in SCE's territory originated

on December 4, 2017, in the Anlauf Canyon area of Ventura County (the investigating agencies refer to this fire as the "Thomas Fire"), followed shortly thereafter by a second fire that originated near Koenigstein Road in the City of Santa Paula (the "Koenigstein Fire"). The December 4, 2017 fires eventually burned substantial acreage in both Ventura and Santa Barbara Counties. According to CAL FIRE, the Thomas and Koenigstein Fires, collectively, burned over 280,000 acres, destroyed or damaged an estimated 1,343 structures and resulted in two confirmed fatalities. The largest of the November 2018 fires in SCE's territory, known as the "Woolsey Fire," originated in Ventura County and burned acreage in both Ventura and Los Angeles Counties. According to CAL FIRE, the Woolsey Fire burned almost 100,000 acres, destroyed an estimated 1,643 structures, damaged an estimated 364 structures and resulted in three confirmed fatalities. Four additional fatalities are alleged to have been associated with the Woolsey Fire.

As described below, multiple lawsuits related to the Thomas and Koenigstein Fires and the Woolsey Fire have been initiated against SCE and Edison International. Some of the Thomas and Koenigstein Fires lawsuits claim that SCE and Edison International have responsibility for the damages caused by debris flows and flooding in Montecito and surrounding areas in January 2018 (the "Montecito Mudslides") based on a theory alleging that SCE has responsibility for the Thomas and/or Koenigstein Fires and further alleging that the Thomas and/or Koenigstein Fires proximately caused the Montecito Mudslides. According to Santa Barbara County initial reports, the Montecito Mudslides destroyed an estimated 135 structures, damaged an estimated 324 structures, and resulted in 21 confirmed fatalities, with two additional fatalities presumed but not officially confirmed.

The Thomas Fire, the Koenigstein Fire, the Montecito Mudslides and the Woolsey Fire are each referred to as a "2017/2018 Wildfire/Mudslide Event," and, collectively, referred to as the "2017/2018 Wildfire/Mudslide Events."

Recent Developments

Each reporting period, management reviews its loss estimates for remaining alleged and potential claims related to the 2017/2018 Wildfire/Mudslide Events. Management's third quarter 2023 review included a review of information obtained from settling claims in the 2017/2018 Wildfire/Mudslide Events litigations through the third quarter of 2023, including higher than expected costs to settle claims. Management's review also included a review of information obtained in the third quarter of 2023 regarding the nature of claims remaining in the 2017/2018 Wildfire/Mudslide Events litigations. As a result of management's third quarter 2023 review, a \$475 million increase in estimated losses for the 2017/2018 Wildfire/Mudslide Events as of September 30, 2023 was recorded. As a result, SCE recorded expected recoveries through FERC electric rates of \$27 million against the charge. The resulting net charge to earnings was \$448 million (\$323 million after-tax).

As of June 30, 2023 September 30, 2023, SCE had paid \$8.1 billion \$8.4 billion under executed settlements, had \$130 million \$209 million to be paid under executed settlements, including \$65 million to be paid under the SED Agreement (as defined below), and had \$572 million \$728 million of

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estimated losses for remaining alleged and potential claims reflected on its consolidated balance sheets related to the 2017/2018 Wildfire/Mudslide Events. As of the same date, SCE had assets for expected recoveries through FERC electric rates of \$43 million \$51 million on its consolidated balance sheets and had exhausted expected insurance recoveries related to the 2017/2018 Wildfire/Mudslide Events.

The estimated losses for the 2017/2018 Wildfire/Mudslide Events do not include an estimate of potential losses related to certain alleged and potential claims made by the California Governor's Office of Emergency Service ("Cal OES") seeking recovery on behalf of itself and 30 state and local government entities that did not pursue their own suits against SCE, but sustained damage in the 2017/2018 Wildfire/Mudslide Events and received funding through the Federal Emergency Management Agency ("FEMA") that was dispersed by the Cal OES. As of the filing of this report, SCE has not concluded that losses related to FEMA funds disbursed by Cal OES are probable.

Edison International and SCE may incur a material loss in excess of amounts accrued in connection with the remaining alleged and potential claims related to the 2017/2018 Wildfire/Mudslide Events. Due to the number of uncertainties and possible outcomes related to the 2017/2018 Wildfire/Mudslide Events litigation, Edison International and SCE cannot estimate the upper end of the range of reasonably possible losses that may be incurred.

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Estimated losses for the 2017/2018 Wildfire/Mudslide Events litigation are based on a number of assumptions and are subject to change as additional information becomes available. Actual losses incurred may be higher or lower than estimated based on several factors, including the uncertainty in estimating damages that have been or may be alleged. For instance, SCE will receive additional information with respect to damages claimed as the claims mediation processes progress. Other factors that can cause actual losses incurred to be higher or lower than estimated include the ability to reach settlements and the outcomes of settlements reached through the ongoing claims mediation processes, uncertainties related to the sufficiency of insurance held by plaintiffs, uncertainties related to the litigation processes, including whether plaintiffs will ultimately pursue claims, uncertainty as to the legal and factual determinations to be made during litigation, including uncertainty as to the contributing causes of the 2017/2018 Wildfire/Mudslide Events, the complexities associated with fires that merge and whether inverse condemnation will be held applicable to SCE with respect to damages caused by the Montecito Mudslides, and the uncertainty as to how these factors impact future settlements.

The CPUC and FERC may not allow SCE to recover uninsured losses through electric rates if it is determined that such losses were not prudently incurred. SCE will seek rate recovery of prudently incurred losses and related costs realized in connection with the 2017/2018 Wildfire/Mudslide Events in excess of available insurance, other than for any obligations under the SED Agreement (as defined below). See "Loss Estimates for Third Party Claims and Potential Recoveries from Insurance and through Electric Rates" below for additional information.

External Investigations and Internal Review

The VCFD and CAL FIRE have jointly issued reports concerning their findings regarding the causes of the Thomas Fire and the Koenigstein Fire. The reports did not address the causes of the Montecito Mudslides. SCE has also received a non-final redacted draft of a report from the VCFD regarding Woolsey Fire (the "Redacted Woolsey Report"). SCE cannot predict when the VCFD will release its final report regarding the Woolsey Fire.

The CPUC's Safety and Enforcement Division ("SED") conducted investigations to assess SCE's compliance with applicable rules and regulations in areas impacted by the Thomas, Koenigstein and Woolsey Fires. As discussed below, in October 2021, SCE and the SED executed the SED Agreement (as defined below) to resolve the SED's investigations into the 2017/2018 Wildfire/Mudslide Events.

The California Attorney General's Office has completed its investigation of the Thomas Fire and the Woolsey Fire without pursuing criminal charges.

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SCE's internal review into the facts and circumstances of each of the 2017/2018 Wildfire/Mudslide Events is complex and time consuming. SCE expects to obtain and review additional information and materials in the possession of third parties during the course of its internal reviews and the litigation processes.

Thomas Fire

On March 13, 2019, the VCFD and CAL FIRE jointly issued a report concluding, after ruling out other possible causes, that the Thomas Fire was started by SCE power lines coming into contact during high winds, resulting in molten metal falling to the ground. However, the report does not state that their investigation found molten metal on the ground. At this time, based on available information, SCE believes that it is likely that its equipment was not associated with the ignition of the Thomas Fire. Based on publicly available radar data showing a smoke plume in the Anlauf Canyon area emerging in advance of the report's indicated start time and other evidence, SCE believes that the Thomas Fire started at least 12 minutes prior to any issue involving SCE's system and at least 15 minutes prior to the start time indicated in the report. SCE is continuing to assess the extent of damages that may be attributable to the Thomas Fire.

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Koenigstein Fire

On March 20, 2019, the VCFD and CAL FIRE jointly issued a report finding that the Koenigstein Fire was caused when an energized SCE electrical wire separated and fell to the ground along with molten metal particles and ignited the dry vegetation below. SCE believes that its equipment was associated with the ignition of the Koenigstein Fire. SCE is continuing to assess the extent of damages that may be attributable to the Koenigstein Fire.

Montecito Mudslides

SCE's internal review includes inquiry into whether the Thomas and/or Koenigstein Fires proximately caused or contributed to the Montecito Mudslides, whether, and to what extent, the Thomas and/or Koenigstein Fires were responsible for the damages in the Montecito area and other factors that potentially contributed to the losses that resulted from the Montecito Mudslides. Many other factors, including, but not limited to, weather conditions and insufficiently or improperly designed and maintained debris basins, roads, bridges and other channel crossings, could have proximately caused, contributed to or exacerbated the losses that resulted from the Montecito Mudslides.

At this time, based on available information, SCE has not been able to determine whether the Thomas Fire or the Koenigstein Fire, or both, were responsible for the damages in the Montecito area. In the event that SCE is determined to have caused the fire that spread to the Montecito area, SCE cannot predict whether, if fully litigated, the courts would conclude that the Montecito Mudslides were caused or contributed to by the Thomas and/or Koenigstein Fires or that SCE would be liable for some or all of the damages caused by the Montecito Mudslides.

Woolsey Fire

SCE's internal review into the facts and circumstances of the Woolsey Fire is ongoing. SCE has reported to the CPUC that there was an outage on SCE's electric system in the vicinity of where the Woolsey Fire reportedly began on November 8, 2018. SCE is aware of witnesses who saw fire in the vicinity of SCE's equipment at the time the fire was first reported. While SCE did not find evidence of downed electrical wires on the ground in the suspected area of origin, it observed a pole support wire in proximity to an electrical wire that was energized prior to the outage.

The Redacted Woolsey Report states that the VCFD investigation team determined that electrical equipment owned and operated by SCE was the cause of the Woolsey Fire. Absent additional evidence, SCE believes that it is likely that its equipment was associated with the ignition of the Woolsey Fire. SCE expects to obtain and review additional information and materials in the possession of CAL FIRE and others during the course of its internal review and the Woolsey Fire litigation process, including SCE equipment that has been retained by CAL FIRE.

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Litigation

Multiple lawsuits related to the 2017/2018 Wildfire/Mudslide Events naming SCE as a defendant have been filed by three categories of plaintiffs: individual plaintiffs, subrogation plaintiffs and public entity plaintiffs. A number of the lawsuits also name Edison International as a defendant and some of the lawsuits were filed as purported class actions. **As of September 30, 2023, in addition to the outstanding claims of approximately 2,000 individual plaintiffs, there were alleged and potential claims of certain public entity plaintiffs, including Cal OES and Cal Fire, outstanding.** The litigation could take a number of years to be resolved because of the complexity of the matters and number of plaintiffs.

On October 4, 2018, the Los Angeles Superior Court denied Edison International's and SCE's challenge to the application of inverse condemnation to SCE with respect to the Thomas and Koenigstein Fires and, on February 26, 2019, the California Supreme Court denied SCE's petition to review the Superior Court's decision. In April 2022, following a stipulated judgment entered against SCE in the TKM litigation, SCE filed an appeal related to inverse condemnation in the California Court of Appeal.

In January 2019, SCE filed a cross-complaint against certain local public entities alleging that failures by these entities, such as failure to adequately plan for flood hazards and build and maintain adequate debris basins, roads, bridges and other

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channel crossings, among other things, caused, contributed to or exacerbated the losses that resulted from the Montecito Mudslides. These cross-claims in the Montecito Mudslides litigation were not released as part of the Local Public Entity Settlements (as defined below).

Settlements

In the fourth quarter of 2019, SCE paid \$360 million to a number of local public entities to resolve those parties' collective claims arising from the 2017/2018 Wildfire/Mudslide Events (the "Local Public Entity Settlements").

In the third quarter of 2020, Edison International and SCE entered into an agreement (the "TKM Subrogation Settlement") under which all of the insurance subrogation plaintiffs' in the Thomas Fire, Koenigstein Fire and Montecito Mudslides litigation (the "TKM Subrogation Plaintiffs") collective claims arising from the Thomas Fire, Koenigstein Fire or Montecito Mudslides have been resolved. Under the TKM Subrogation Settlement, SCE paid the TKM Subrogation Plaintiffs an aggregate of \$1.2 billion in October 2020 and also agreed to pay \$0.555 for each dollar in claims to be paid by the TKM Subrogation Plaintiffs to their policy holders on or before July 15, 2023, up to an agreed upon cap.

In January 2021, Edison International and SCE entered into an agreement (the "Woolsey Subrogation Settlement") under which all of the insurance subrogation plaintiffs' in the Woolsey Fire litigation (the "Woolsey Subrogation Plaintiffs") collective claims arising from the Woolsey Fire have been resolved. Under the Woolsey Subrogation Settlement, SCE paid the Woolsey Subrogation Plaintiffs an aggregate of \$2.2 billion in March and April 2021. SCE has also agreed to pay \$0.67 for each dollar in claims to be paid by the Woolsey Subrogation Plaintiffs to their policy holders on or before July 15, 2023, up to an agreed upon cap.

As of **June 30, 2023** **September 30, 2023**, SCE has also entered into settlements with approximately **10,000** **11,000** individual plaintiffs in the 2017/2018 Wildfire/Mudslide Events litigation. In 2022, 2021 and 2020, SCE entered into settlements with individual plaintiffs in the 2017/2018 Wildfire/Mudslide Events litigation under which it agreed to pay an aggregate of approximately \$1.7 billion, \$1.7 billion and \$300 million, respectively, to those individual plaintiffs. In the first, **second** and **second third** quarters of 2023, SCE entered into settlements with individual plaintiffs in the 2017/2018 Wildfire/Mudslide Events litigation under which it agreed to pay an aggregate of approximately \$148 million, **\$278 million** and **\$278 million** **\$316 million**, respectively, to those individual plaintiffs. The statutes of limitations for individual plaintiffs in the 2017/2018 Wildfire/Mudslide Events have expired.

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Edison International and SCE did not admit wrongdoing or liability as part of any of the settlements described above. Other claims and potential claims related to the 2017/2018 Wildfire/Mudslide Events remain. SCE continues to explore reasonable settlement opportunities with other plaintiffs in the outstanding 2017/2018 Wildfire/Mudslide Events litigation.

SED Agreement

In October 2021, SCE and the SED executed an agreement (the "SED Agreement") to resolve the SED's investigations into the 2017/2018 Wildfire/Mudslide Events and three other 2017 wildfires for, among other things, aggregate costs of \$550 million. The \$550 million in costs comprised of a \$110 million fine to be paid to the State of California General Fund, \$65 million of shareholder-funded safety measures, and an agreement by SCE to waive its right to seek cost recovery in CPUC-jurisdictional rates for \$375 million of third-party uninsured claims payments. The SED Agreement provides that SCE may, on a permanent basis, exclude from its ratemaking capital structure any after-tax charges to equity or debt borrowed to finance costs incurred under the SED Agreement. The SED Agreement also imposes other obligations on SCE, including reporting requirements and safety-focused studies. SCE's obligations under the SED Agreement commenced on August 15, 2022, when CPUC approval of the SED Agreement became final and non-appealable. SCE did not admit imprudence, negligence or liability with respect to the 2017/2018 Wildfire/Mudslide Events in the SED Agreement.

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Loss Estimates for Third Party Claims and Potential Recoveries from Insurance and through Electric Rates

At **June 30, 2023** **September 30, 2023** and December 31, 2022, Edison International's and SCE's consolidated balance sheets included fixed payments to be made under executed settlement agreements and accrued estimated losses of **\$702 million** **\$937 million** and \$1.1 billion, respectively, for the 2017/2018 Wildfire/Mudslide Events. The following table presents changes in estimated losses since December 31, 2022:

(in millions)			
Balance at December 31, 2022 ¹	\$	1,119	\$1,119
Increase in accrued estimated losses		90	565
Amounts paid		(507)	(747)
Balance at June 30, 2023 ²	\$	702	
Balance at September 30, 2023 ²			\$ 937

¹ At December 31, 2022, \$121 million in current liabilities, wildfire-related claims, on Edison International's and SCE's consolidated balance sheets consisted of \$65 million of settlements executed and \$56 million of short term payables under the SED Agreement in connection with the 2017/2018 Wildfire/Mudslide Events. At December 31, 2022, the \$1,687 million included in deferred credits and other liabilities, wildfire-related claims, on Edison International's and SCE's consolidated balance sheets included Edison International's and SCE's best estimate of expected losses for remaining alleged and potential claims related to the 2017/2018 Wildfire/Mudslide Events of \$934 million, \$64 million of long term payables under the SED Agreement and other wildfire-related claims estimates of \$689 million.

² At **June 30, 2023** **September 30, 2023**, **\$71 million** **\$150 million** in current liabilities, wildfire-related claims, on Edison International's and SCE's consolidated balance sheets consisted of **\$65 million** **\$144 million** of settlements executed and \$6 million of short term payables under the SED Agreement in connection with the 2017/2018 Wildfire/Mudslide Events. At **June 30, 2023** **September 30, 2023**, the **\$1,309 million** **\$1,583 million** included in deferred credits and other liabilities, wildfire-related claims, on Edison International's and SCE's consolidated balance sheets included Edison International's and SCE's best estimate of expected losses for remaining alleged and potential claims related to the 2017/2018 Wildfire/Mudslide Events of **\$572 million**, **\$728 million**, \$59 million of long term payables under the SED Agreement and other wildfire-related claims estimates of **\$678 million**, **\$796 million**.

For the three **months** and **six** **nine** months ended **June 30, 2023** **September 30, 2023** and 2022, Edison International's and SCE's consolidated statements of income included charges for the estimated losses, net of expected recoveries from insurance and FERC customers, related to the 2017/2018 Wildfire/Mudslide Events as follows:

(in millions)	Three months ended June 30,		Six months ended June 30,	
	2023	2022	2023	2022
Charge for wildfire-related claims	\$ —	\$ —	\$ 90	\$ 416
Expected revenue from FERC customers	—	—	(6)	(26)
Total pre-tax charge	—	—	84	390
Income tax benefit	—	—	(23)	(109)
Total after-tax charge	\$ —	\$ —	\$ 61	\$ 281

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(in millions)	Three months ended September 30,		Nine months ended September 30,	
	2023	2022	2023	2022
Charge for wildfire-related claims	\$ 475	\$ 880	\$ 565	\$ 1,296
Expected revenue from FERC customers	(27)	(50)	(33)	(76)
Total pre-tax charge	448	830	532	1,220
Income tax benefit	(125)	(232)	(148)	(341)

Total after-tax charge	\$	323	\$	598	\$	384	\$	879
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For events that occurred in 2017 and early 2018, principally the Thomas and Koenigstein Fires and Montecito Mudslides, SCE had \$1.0 billion of wildfire-specific insurance coverage, subject to a self-insured retention of \$10 million per occurrence. For the Woolsey Fire, SCE had an additional \$1.0 billion of wildfire-specific insurance coverage, subject to a self-insured retention of \$10 million per occurrence.

In total, through ~~June 30, 2023~~ September 30, 2023, SCE has accrued estimated losses of ~~\$8.8 billion~~ \$9.3 billion, has paid or is obligated to pay approximately ~~\$8.3 billion~~ \$8.6 billion in settlements, including \$65 million to be paid under the SED Agreement, and has recovered \$2.0 billion from its insurance carriers in relation to the 2017/2018 Wildfire/Mudslide Events.

Recovery of SCE's losses realized in connection with the 2017/2018 Wildfire/Mudslide Events in excess of available insurance is subject to approval by regulators. Under accounting standards for rate-regulated enterprises, SCE defers costs as regulatory assets when it concludes that such costs are probable of future recovery in electric rates. SCE utilizes objectively

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determinable evidence to form its view on probability of future recovery. The only directly comparable precedent in which a California investor-owned utility has sought recovery for uninsured wildfire-related costs is San Diego Gas & Electric's ("SDG&E") requests for cost recovery related to 2007 wildfire activity, where the FERC allowed recovery of all FERC-jurisdictional wildfire-related costs while the CPUC rejected recovery of all CPUC-jurisdictional wildfire-related costs based on a determination that SDG&E did not meet the CPUC's prudence standard. As a result, while SCE does not agree with the CPUC's decision, it believes that the CPUC's interpretation and application of the prudence standard to SDG&E creates substantial uncertainty regarding how that standard will be applied to an investor-owned utility in wildfire cost-recovery proceedings for fires ignited prior to July 12, 2019. SCE will continue to evaluate the probability of recovery based on available evidence, including judicial, legislative and regulatory decisions, including any CPUC decisions illustrating the interpretation and/or application of the prudence standard when making determinations regarding recovery of uninsured wildfire-related costs. While the CPUC has not made a determination regarding SCE's prudence relative to any of the 2017/2018 Wildfire/Mudslide Events, SCE is unable to conclude, at this time, that uninsured CPUC-jurisdictional wildfire-related costs are probable of recovery through electric rates. SCE would record a regulatory asset at the time it obtains sufficient information to support a conclusion that recovery is probable.

In August 2023, SCE filed an application ("TKM Application") with the CPUC to seek rate recovery of \$2.4 billion of prudently incurred losses related to the Thomas Fire, the Koenigstein Fire and the Montecito Mudslides, consisting of \$2.0 billion of uninsured claims and \$0.4 billion of associated costs, including legal fees and financing costs. The TKM Application seeks recovery of amounts paid as of July 31, 2023. In the application, SCE proposed a true-up process for claims payments made after that date, and associated costs.

Through the operation of its FERC Formula Rate, and based upon the precedent established in SDG&E's recovery of FERC-jurisdictional wildfire-related costs, SCE believes it is probable it will recover its FERC-jurisdictional wildfire and mudslide related costs and has recorded total expected recoveries of ~~\$382 million~~ \$409 million within the FERC balancing account. This was the FERC portion of the total estimated losses accrued. As of ~~June 30, 2023~~ September 30, 2023, collections have reduced the regulatory assets remaining in the FERC balancing account to ~~\$43 million~~ \$51 million.

In July 2019, SCE filed a CEMA application with the CPUC to seek recovery of, among other things, approximately \$60 million of capital expenditures and capital related expenses incurred to restore service to customers and to repair, replace and restore buildings and SCE's facilities damaged or destroyed as a result of six 2017 fires, primarily the Thomas and Koenigstein Fires. In August 2021, the CPUC issued a final decision which denied without prejudice SCE's application to recover a revenue requirement of \$8 million for all six 2017 wildfires on the basis that SCE did not demonstrate that it was prudent in relation to the Thomas and Rye fires and had failed to segregate the costs attributable to the other four fires. Of the \$8 million revenue requirement that was denied, \$6 million was for the Thomas and Rye fires. CAL FIRE has determined that the Thomas and Rye fires were caused by SCE equipment. The decision allows SCE to submit additional applications with the CPUC to recover the costs associated with the Thomas and Rye fires, does not specify a deadline for any such applications, and directs that SCE must prove it was prudent in relation to the Thomas and/or Rye fires, as applicable, in any such future applications. As required by the final decision with respect to the other four fires, SCE filed supplemental testimony in November 2021 segregating the restoration costs attributable to each such fire. In June 2022, the CPUC approved SCE's entire request with respect to the other four fires. As of ~~June 30, 2023~~ September 30, 2023, SCE has \$173 million in assets recorded in

property, plant and equipment in relation to restoration costs related to the 2017/2018 Wildfire/Mudslide Events which may not be recoverable. Events. These assets would be impaired if the restoration costs are permanently disallowed by the CPUC in future cost recovery proceedings. In its TKM Application, SCE is seeking capital recovery

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of approximately \$65 million in restoration costs related to the Thomas and Koenigstein Fires. SCE expects to seek to recover the costs incurred for reconstructing its system and restoring service to structures that were damaged or destroyed by the Thomas, Koenigstein and Woolsey Fires Fire in future applications with the CPUC, future.

Post-2018 Wildfires

Several wildfires have significantly impacted portions of SCE's service territory after 2018 (the wildfires that originated in Southern California after 2018 where SCE's equipment may be alleged to be associated with the fire's ignition are referred to collectively as the "Post-2018 Wildfires"). Numerous claims related to the Post-2018 Wildfires have been initiated against SCE and Edison International. The SED is also conducting investigations with respect to several Post-2018 Wildfires.

[Table](#) During the nine months ended September 30, 2023, SCE accrued estimated losses of [Contents](#) \$124 million for claims related to the Post-2018 Wildfires, against which SCE has recorded expected recoveries from insurance of \$114 million. The resulting net charge to earnings was \$10 million (\$7 million after-tax).

Through June September 30, 2023, SCE has recorded total estimated losses of \$702 million \$820 million, expected recoveries from insurance and third parties of \$473 \$587 million and expected recoveries through electric rates of \$166 million related to the Post-2018 Wildfires. The after-tax net charges to earnings recorded through June 30, 2023 September 30, 2023 have been \$45 million \$48 million.

As of June 30, 2023 September 30, 2023, SCE had paid \$30 million under executed settlements related to the Post-2018 Wildfires and Edison International's and SCE's estimated losses for remaining alleged and potential claims related to the Post-2018 Wildfires was \$672 million \$790 million. As of the same date, SCE had assets for expected recoveries through insurance and third parties of \$466 million \$560 million and through electric rates of \$166 million on its consolidated balance sheets related to the Post-2018 Wildfires.

Expected recoveries from insurance recorded for the Post-2018 Wildfires are supported by SCE's insurance coverage for multiple policy years. While Edison International and SCE may incur material losses in excess of the amounts accrued for certain of the Post-2018 Wildfires, Edison International and SCE expect that any losses incurred in connection with any such fire will be covered by insurance, subject to self-insured retentions and co-insurance, and expect that any such losses after expected recoveries from insurance and through electric rates will not be material.

2019 Saddle Ridge Fire

The "Saddle Ridge Fire," originated in Los Angeles County in October 2019 and burned approximately 9,000 acres, destroyed an estimated 19 structures, damaged an estimated 88 structures, and resulted in one fatality and injuries to 8 eight fire fighters. In an unsigned and undated report that August 2023, SCE received in December 2022, a signed report of investigation from the Los Angeles Fire Department ("LAFD"), in which the LAFD stated with respect to the Saddle Ridge Fire that the cause of ignition was unintentional, the form of heat was undetermined, the item first ignited was undetermined and the material type first ignited was undetermined. The Los Angeles Fire Department LAFD report noted that no other competent ignition sources other than SCE's transmission lines were found in the specific origin area of the Saddle Ridge Fire. SCE has been advised that the Los Angeles Fire Department investigation of the Saddle Ridge Fire remains open. A jury trial in the Saddle Ridge Fire litigation is currently set for January May 2024. Based on pending litigation and without considering insurance recoveries, it is reasonably possible that SCE will incur a material loss in connection with the Saddle Ridge Fire, but the range of reasonably possible losses that could be incurred cannot be estimated at this time. SCE has not accrued a charge for potential losses relating to the Saddle Ridge Fire.

2020 Bobcat Fire

The "Bobcat Fire" was reported in the vicinity of Cogswell Dam in Los Angeles County in September 2020. The United States Forest Service ("USFS") has reported that the Bobcat Fire burned approximately 116,000 acres in Los Angeles County, destroyed an estimated 87 homes, **1 one** commercial property and 83 minor structures, damaged an estimated 28 homes and 19 minor structures, and resulted in injuries to **6 six** firefighters. In addition, fire authorities have estimated suppression costs at **approximately** \$80 million. An investigation into the cause of the Bobcat Fire was led by the USFS. In

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May 2023, SCE received a report of investigation from the USFS, in which the USFS finds that the Bobcat Fire was caused when an SCE electrical wire made contact with a tree limb. A jury trial in the Bobcat Fire litigation is currently set for **January April** 2024. SCE expects to obtain and review additional information and materials in the possession of third parties during the course of its internal reviews and the litigation process. SCE has accrued material charges for potential losses relating to the Bobcat Fire. The accrued charges correspond to the lower end of the estimated range of reasonably possible losses that may be incurred in connection with the Bobcat Fire and are subject to change as additional information becomes available. While Edison International and SCE may incur a material loss in excess of the amount accrued, they cannot estimate the upper end of the range of reasonably possible losses that may be incurred.

2022 Coastal Fire

The "Coastal Fire" originated in Orange County in May 2022 and burned approximately 200 acres. The Orange County Fire Authority ("OCFA") has reported that the Coastal Fire destroyed 20 residential structures and damaged 11 residential structures. Two firefighters also reportedly sustained minor injuries. In addition, fire authorities have estimated suppression

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costs at approximately \$3 million. While SCE's investigation remains ongoing, SCE's information reflects that a SCE circuit in the area experienced an anomaly (a relay) approximately 2 minutes prior to the reported time of the fire. An investigation into the cause of the Coastal Fire is being led by the OCFA. The OCFA has retained SCE equipment in connection with its investigation. **An inverse condemnation liability bench trial in the Coastal Fire litigation has been set for April 29, 2024.** SCE expects to obtain and review additional information and materials in the possession of third parties during the course of its internal reviews and the litigation process. SCE has accrued material charges for potential losses relating to the Coastal Fire. The accrued charges correspond to the lower end of the estimated range of reasonably possible losses that may be incurred in connection with the Coastal Fire and are subject to change as additional information becomes available. While Edison International and SCE may incur a material loss in excess of the amount accrued, they cannot estimate the upper end of the range of reasonably possible losses that may be incurred.

2022 Fairview Fire

The "Fairview Fire" originated in Riverside County in September 2022 and burned approximately 28,000 acres. CAL FIRE has reported that the Fairview Fire destroyed 22 residential structures, damaged **5 five** residential structures, and destroyed or damaged 17 minor structures. CAL FIRE also reported **2 two** civilian fatalities, **1 one** civilian injury and **2 two** injuries to responding fire personnel. In addition, fire authorities have estimated suppression costs at \$39 million. While SCE's investigation remains ongoing, SCE's information reflects that a SCE circuit in the area experienced an anomaly (relay) approximately 8 minutes prior to the reported start time of the fire. An investigation into the cause of the Fairview Fire is being led by CAL FIRE. CAL FIRE has retained SCE equipment in connection with its investigation. **A trial for bellwether plaintiffs in the Fairview Fire litigation has been set for September 2024.** SCE expects to obtain and review additional information and materials in the possession of third parties during the course of its internal reviews and the litigation process. SCE has accrued material charges for potential losses relating to the Fairview Fire. The accrued charges correspond to the lower end of the estimated range of reasonably possible losses that may be incurred in connection with the

Fairview Fire and are subject to change as additional information becomes available. While Edison International and SCE may incur a material loss in excess of the amount accrued, they cannot estimate the upper end of the range of reasonably possible losses that may be incurred.

Loss Estimates for Third Party Claims and Potential Recoveries from Insurance and through Electric Rates

At **June 30, 2023** **September 30, 2023** and December 31, 2022, Edison International's and SCE's consolidated balance sheets included accrued estimated losses of **\$672 million** **\$790 million** and \$682 million, respectively, for the Post-2018 Wildfires.

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The following table presents changes in estimated losses since December 31, 2022:

(in millions)		
Balance at December 31, 2022	\$ 682	\$682
Increase in accrued estimated losses	6	124
Amounts paid	(16)	(16)
Balance at June 30, 2023	\$ 672	
Balance at September 30, 2023		\$790

For the three **months** and **six** **nine** months ended **June 30, 2023** **September 30, 2023** and 2022, Edison International's and SCE's consolidated statements of income included charges for the estimated losses, net of expected recoveries from insurance and customers, related to the Post-2018 Wildfires as follows, respectively:

(in millions)	Three months ended June 30,		Six months ended June 30,	
	2023	2022	2023	2022
Edison International and SCE:				
Charge for wildfire-related claims	\$ —	\$ 45	\$ 6	\$ 150
Expected insurance recoveries	—	(43)	—	(139)
Total pre-tax charge	—	2	6	11
Income tax benefit	—	(1)	(2)	(3)
Total after-tax charge	\$ —	\$ 1	\$ 4	\$ 8

(in millions)	Three months ended September 30,		Nine months ended September 30,	
	2023	2022	2023	2022
Edison International:				
Charge for wildfire-related claims ¹	\$ 118	\$ 415	\$ 124	\$ 565
Expected insurance recoveries ²	(111)	(244)	(111)	(383)
Expected revenue from CPUC and FERC customers	—	(162)	—	(162)
Total pre-tax charge	7	9	13	20
Income tax benefit	(2)	(3)	(4)	(6)
Total after-tax charge	\$ 5	\$ 6	\$ 9	\$ 14

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(in millions)	Three months ended September 30,		Nine months ended September 30,	
	2023	2022	2023	2022
SCE:				
Charge for wildfire-related claims ¹	\$ 118	\$ 415	\$ 124	\$ 565
Expected insurance recoveries	(114)	(253)	(114)	(392)
Expected revenue from CPUC and FERC customers	—	(162)	—	(162)

Total pre-tax charge	4	—	10	11
Income tax benefit	(1)	—	(3)	(3)
Total after-tax charge	\$ 3	\$ —	\$ 7	\$ 8

¹ Includes estimated co-insurance payments recorded as operations and maintenance expense.

² Edison Insurance Services, Inc. ("EIS"), a wholly-owned subsidiary of Edison International, paid \$3 million insurance for the three and nine months ended September 30, 2023 and \$9 million insurance for the three and nine months ended September 30, 2022. These insurance payments were included in the insurance recovery of SCE but were excluded from that of Edison International.

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Recovery of SCE's losses realized in connection with the Post-2018 Wildfires in excess of available insurance is subject to approval by regulators. The CPUC and FERC may not allow SCE to recover uninsured losses through electric rates if it is determined that such losses were not prudently incurred. Under accounting standards for rate-regulated enterprises, SCE defers costs as regulatory assets when it concludes that such costs are probable of future recovery in electric rates. SCE utilizes objectively determinable evidence to form its view on the probability of future recovery. As discussed above, there is evidence of a California investor-owned utility seeking recovery for uninsured wildfire-related costs and FERC allowing recovery of all FERC-jurisdictional wildfire-related costs while the CPUC rejected recovery of all CPUC-jurisdictional wildfire-related costs based on a determination that the utility did not meet the CPUC's prudence standard. This evidence was prior to the adoption of AB 1054 on July 12, 2019, after which date AB 1054 clarified that the CPUC must find a utility to be prudent if the utility's conduct related to the ignition was consistent with actions that a reasonable utility would have undertaken in good faith under similar circumstances, at the relevant point in time, and based on the information available at that time. Further, utilities with a valid safety certification at the time of the relevant wildfire will be presumed to have acted prudently related to a wildfire ignition unless a party in the cost recovery proceeding creates serious doubt as to the reasonableness of the utility's conduct, at which time, the burden shifts back to the utility to prove its conduct was prudent.

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Each of the Post-2018 Wildfires was ignited after July 12, 2019, and SCE has held a valid safety certificate since July 15, 2019. While a California investor-owned utility has not yet sought recovery for uninsured claims and other costs related to wildfires ignited after the adoption of AB 1054, SCE believes that for fires ignited after July 12, 2019, and investor-owned utilities holding a safety certificate at the time of the fire, the CPUC will apply a standard of review similar to that applied by the FERC which presumes all costs requested by an investor-owned utility are reasonable and prudent unless serious doubt as to the reasonableness of the utility's conduct is raised. As such, SCE has concluded, at this time, that both uninsured CPUC-jurisdictional and uninsured FERC-jurisdictional wildfire-related costs related to the Post-2018 Wildfires **other than for those already authorized for inclusion in electric rates, that it has deferred as regulatory assets** are probable of recovery through electric rates. As of **June 30, 2023 September 30, 2023**, SCE has recorded total expected recoveries related to the Post-2018 Wildfires of \$152 million within the WEMA and risk management balancing account and \$14 million within the FERC balancing account. SCE will continue to evaluate the probability of recovery based on available evidence, including regulatory decisions, including any CPUC decisions illustrating the interpretation and/or application of the prudence standard under AB 1054, and, for each applicable fire, evidence that could cast serious doubt as to the reasonableness of SCE's conduct relative to that fire.

Wildfire Insurance Coverage

In May 2023, the CPUC allowed SCE to establish an expanded self-insurance program for wildfire-related costs that will be funded through CPUC-jurisdictional rates, with \$150 million collected for the second half of 2023 and, in the absence of wildfire-related claims, \$300 million collected for 2024. If losses are accrued for wildfire-related claims for wildfires that occur between July 1, 2023 and the end of 2024, customer rates will be increased in subsequent years, as needed, to allow for full recovery of the amounts accrued **up to \$1.0 billion per policy year**, subject to a shareholder contribution of 2.5% of any self-insurance costs ultimately paid exceeding \$500 million in any **policy year**, up to a maximum annual contribution of \$12.5 million **per policy year**. If adopted in the 2025 GRC, this self-insurance framework would continue **through at least 2028**, supporting a self-insurance fund of up to \$1.0 billion **per policy year**. SCE's self-insurance program meets its obligation to maintain reasonable insurance coverage under AB 1054 for the July 1, 2023 through June 30, 2024 period.

SCE has approximately \$1.0 billion of wildfire-specific insurance coverage for events that occurred during the period July 1, 2022 through June 30, 2023, subject to up to \$100 million of self-insured retention and co-insurance per fire, which results in aggregate net coverage of approximately

\$937 million. Of this coverage, approximately \$102 million is provided by EIS and approximately \$835 million is provided by other commercial insurance carriers (commercial insurance carriers other than EIS are referred to herein as "Third-Party Commercial Insurers").

SCE has approximately \$1.0 billion of wildfire-specific insurance coverage for events that occurred during the period July 1, 2021 through June 30, 2022, subject to up to \$100 million of self-insured retention and co-insurance per fire, as well as

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additional co-insurance of up to \$63 million for the policy year, which resulted in net coverage of approximately \$875 million provided by Third-Party Commercial Insurers and \$28 million provided by EIS for part of the policy year.

SCE's wildfire insurance expense for the July 1, 2022 through June 30, 2023 policy period was approximately \$450 million, of which \$357 million ~~is~~ was paid to Third-Party Commercial Insurers. SCE's wildfire insurance expense for the July 1, 2021 through June 30, 2022 policy period was approximately \$437 million, of which \$413 million was paid to Third-Party Commercial Insurers. The difference between the Third-Party Commercial Insurer cost and total cost in both policy years was paid in premiums to EIS. Wildfire insurance premiums paid for the July 1, 2021 through June 30, 2022 and July 1, 2022 through June 30, 2023 policy periods are being recovered through customer rates. See Note 17 for further information.

Edison International and SCE record a receivable for insurance recoveries when recovery of a recorded loss is determined to be probable.

Environmental Remediation

SCE records its environmental remediation and restoration liabilities when site assessments and/or remedial actions are probable and a range of reasonably likely cleanup costs can be estimated. SCE reviews its sites and measures the liability

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quarterly, by assessing a range of reasonably likely costs for each identified site using currently available information, including existing technology, presently enacted laws and regulations, experience gained at similar sites, and the probable level of involvement and financial condition of other potentially responsible parties. These estimates include costs for site investigations, remediation, operation and maintenance, monitoring, and site closure. Unless there is a single probable amount, SCE records the lower end of this reasonably likely range of costs (reflected in "Other long-term liabilities") at undiscounted amounts as timing of cash flows is uncertain.

At ~~June 30, 2023~~ September 30, 2023, SCE's recorded estimated minimum liability to remediate its ~~25~~ 26 identified material sites (sites with a liability balance at ~~June 30, 2023~~ September 30, 2023, in which the upper end of the range of expected costs is at least \$1 million) was ~~\$249~~ \$251 million, including ~~\$162 million~~ \$159 million related to San Onofre. In addition to these sites, SCE also has ~~13~~ 12 immaterial sites with a liability balance as of ~~June 30, 2023~~ September 30, 2023, for which the total minimum recorded liability was \$3 million. Of the ~~\$252~~ \$254 million total environmental remediation liability for SCE, ~~\$234 million~~ \$233 million has been recorded as a regulatory asset. SCE expects to recover ~~\$35~~ \$36 million through an incentive mechanism that allows SCE to recover 90% of its environmental remediation costs at certain sites (SCE may request to include additional sites in this mechanism) and ~~\$199~~ \$197 million through proceedings that allow SCE to recover up to 100% of the costs incurred at certain sites through customer rates. SCE's identified sites include several sites for which there is a lack of currently available information, including the nature and magnitude of contamination, and the extent, if any, that SCE may be held responsible for contributing to any costs incurred for remediating these sites. Thus, no reasonable estimate of cleanup costs can be made for these sites.

The ultimate costs to clean up SCE's identified sites may vary from its recorded liability due to numerous uncertainties inherent in the estimation process, such as: the extent and nature of contamination; the scarcity of reliable data for identified sites; the varying costs of alternative cleanup methods; developments resulting from investigatory studies; the possibility of identifying additional sites; and the time periods over which site remediation is expected to occur. SCE believes that, due to these uncertainties, it is reasonably possible that cleanup costs at the identified material

sites and immaterial sites could exceed its recorded liability by up to \$120 million and ~~\$7 million~~ ~~\$5 million~~, respectively. The upper limit of this range of costs was estimated using assumptions least favorable to SCE among a range of reasonably possible outcomes.

SCE expects to clean up and mitigate its identified sites over a period of up to 40 years. Remediation costs for each of the next five years are expected to range from ~~\$8~~ ~~\$9~~ million to ~~\$28~~ ~~\$26~~ million. Costs incurred for the ~~six~~ ~~nine~~ months ended ~~June 30, 2023~~ ~~September 30, 2023~~ and 2022 were ~~\$7 million~~ ~~\$9 million~~ and ~~\$4 million~~ ~~\$5 million~~, respectively.

Based upon the CPUC's regulatory treatment of environmental remediation costs incurred at SCE, SCE believes that costs ultimately recorded will not materially affect its results of operations, financial position, or cash flows. There can be no

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assurance, however, that future developments, including additional information about existing sites or the identification of new sites, will not require material revisions to estimates.

Nuclear Insurance

SCE is a member of Nuclear Electric Insurance Limited ("NEIL"), a mutual insurance company owned by entities with nuclear facilities. NEIL provides insurance for nuclear property damage, including damages caused by acts of terrorism up to specified limits, and for accidental outages for active facilities. The amount of nuclear property damage insurance purchased for San Onofre and Palo Verde exceeds the minimum federal requirement of \$50 million and \$1.1 billion, respectively. If NEIL losses at any nuclear facility covered by the arrangement were to exceed the accumulated funds for these insurance programs, SCE could be assessed retrospective premium adjustments of up to approximately \$24 million per year.

Federal law limits public offsite liability claims for bodily injury and property damage from a nuclear incident to the amount of available financial protection, which is currently approximately \$560 million for San Onofre and ~~\$13.7 billion~~ ~~\$16.5 billion~~ for Palo Verde. SCE and other owners of San Onofre and Palo Verde have purchased the maximum private primary insurance available through a Facility Form issued by American Nuclear Insurers. SCE withdrew from participation in the secondary insurance pool for San Onofre for offsite liability insurance effective January 5, 2018. Based on its ownership interests in

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Palo Verde, SCE could be required to pay a maximum of approximately ~~\$65 million~~ ~~\$79 million~~ per nuclear incident for future incidents. However, it would have to pay no more than approximately ~~\$10 million~~ ~~\$12 million~~ per future incident in any one year. Based on its ownership interests in San Onofre and Palo Verde prior to January 5, 2018, SCE could be required to pay a maximum of approximately \$255 million per nuclear incident and a maximum of \$38 million per year per incident for liabilities arising from events prior to January 5, 2018, although SCE is not aware of any such events.

Note 13. Equity

Common Stock Issuances

As of ~~June 30, 2023~~ ~~September 30, 2023~~, Edison International ~~has had~~ not issued any shares through its "at-the-market" ("ATM") program established in August 2022. Under the ATM program, Edison International may sell shares of its common stock having an aggregate sales price of up to \$500 million. Edison International has no obligation to sell the remaining shares available under the ATM program.

Edison International continued to settle its ongoing common stock requirements of various internal programs through issuance of new common stock. During the three months ended ~~June 30, 2023~~ ~~September 30, 2023~~, ~~484,041~~ ~~204,724~~ shares of common stock were issued as stock compensation awards for net cash receipts of ~~\$28~~ ~~\$11~~ million, ~~60,691~~ ~~61,922~~ shares of new common stock were issued in lieu of distributing

\$4 million to shareholders opting to receive dividend payments in the form of additional common stock, and 41,000 20,400 shares of common stock were issued to employees through the 401(k) defined contribution savings plan for net cash receipts of \$3 \$1 million as dividend payments, payments and 29,442 shares of common stock were issued to employees through the Employee Stock Purchase Plan for net cash receipts of \$2 million.

During the six nine months ended June 30, 2023 September 30, 2023, 808,479 1,013,203 shares of common stock were issued as stock compensation awards for net cash receipts of \$39 \$50 million, 128,005 189,927 shares of new common stock were issued in lieu of distributing \$9 \$13 million to shareholders opting to receive dividend payments in the form of additional common stock, 70,000 90,400 shares of common stock were issued to employees through the 401(k) defined contribution savings plan for net cash receipts of \$5 \$6 million as dividend payments, and 26,481 55,923 shares of common stock were issued to employees through the ESPP Employee Stock Purchase Plan for net cash receipts of \$2 \$4 million and 9,905 shares of common stock were issued to employees through voluntary cash purchases for net cash receipts of \$1 million.

Offer to Purchase Outstanding Preferred Stock Subsequent to September 30, 2023

On October 11, 2023, Edison International commenced a tender offer to purchase its outstanding 5.00% Fixed-Rate Reset Cumulative Perpetual Preferred Stock, Series B ("Series B Preferred Stock") and its 5.375% Fixed-Rate Reset Cumulative Perpetual Preferred Stock, Series A ("Series A Preferred Stock") for a maximum aggregate purchase price in cash of up to \$750 million, plus accrued dividends. The consideration for the securities tendered and accepted for purchase will equal \$895 per \$1,000 liquidation preference of Series B Preferred Stock and \$915 per \$1,000 liquidation preference of Series A Preferred Stock, plus, in each case, accrued dividends. The tender offer will expire on November 8, 2023. For further information about Series A Preferred Stock and Series B Preferred Stock, see "Notes to Consolidated Financial Statements—Note 14. Equity" in the 2022 Form 10-K.

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Note 14. Accumulated Other Comprehensive Loss

Edison International's accumulated other comprehensive loss, net of tax, consist of:

(in millions)	Three months ended June 30,				Three months ended September 30,			
	2023		2022		2023		2022	
	2023	2022	2023	2022	2023	2022	2023	2022
Beginning balance	\$ (9)	\$ (52)	\$ (11)	\$ (54)	\$ (8)	\$ (48)	\$ (11)	\$ (54)
Pension and PBOP:								
Reclassified from accumulated other comprehensive loss ¹	1	4	1	6	—	1	1	7
Foreign currency translation adjustments	—	—	2	—	—	—	2	—
Change	1	4	3	6	—	1	3	7
Ending Balance	\$ (8)	\$ (48)	\$ (8)	\$ (48)	\$ (8)	\$ (47)	\$ (8)	\$ (47)

¹ These items are included in the computation of net periodic pension and PBOP Plan expense. See Note 9 for additional information.

SCE's accumulated other comprehensive loss, net of tax, consists of:

(in millions)	Three months ended June 30,				Three months ended September 30,			
	2023		2022		2023		2022	
	2023	2022	2023	2022	2023	2022	2023	2022
Beginning balance	\$ (8)	\$ (31)	\$ (8)	\$ (32)	\$ (8)	\$ (28)	\$ (8)	\$ (32)
Pension and PBOP – net loss:								
Reclassified from accumulated other comprehensive loss ¹	—	3	—	4	—	1	—	5
Change	—	3	—	4	—	1	—	5
Ending Balance	\$ (8)	\$ (28)	\$ (8)	\$ (28)	\$ (8)	\$ (27)	\$ (8)	\$ (27)

¹ These items are included in the computation of net periodic pension and PBOP Plan expense. See Note 9 for additional information.

Note 15. Other Income

Other income net of expenses is as follows:

(in millions)	Three months ended		Six months ended		Three months ended		Nine months ended	
	June 30,		June 30,		September 30,		September 30,	
	2023	2022	2023	2022	2023	2022	2023	2022
SCE other income (expense):								
Equity allowance for funds used during construction	\$ 39	\$ 30	\$ 75	\$ 61	\$ 41	\$ 30	\$ 116	\$ 91
Increase in cash surrender value of life insurance policies and life insurance benefits	9	6	20	21	9	9	29	30
Interest income	66	15	126	17	68	19	194	36
Net periodic benefit income – non-service components	26	31	52	65	26	34	78	99
Civic, political and related activities and donations	(7)	(9)	(16)	(18)	(12)	(11)	(28)	(29)
Other	(6)	(5)	(10)	(7)	(4)	(10)	(14)	(17)
Total SCE other income	127	68	247	139	128	71	375	210
Other income (expense) of Edison International Parent and Other:								
Net loss on equity securities	—	(4)	(3)	(6)				
Net gains (losses) on equity securities					—	8	(3)	2
Other	1	2	3	1	2	6	5	7
Total Edison International other income	\$ 128	\$ 66	\$ 247	\$ 134	\$ 130	\$ 85	\$ 377	\$ 219

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Note 16. Supplemental Cash Flows Information

Supplemental cash flows information is:

(in millions)	Edison International		SCE		Edison International		SCE	
	Six months ended June 30,		Six months ended June 30,		Nine months ended September 30,		Nine months ended September 30,	
	2023	2022	2023	2022	2023	2022	2023	2022
Cash payments (receipts):								
Interest, net of amounts capitalized	\$ 634	\$ 438	\$ 520	\$ 375	\$ 1,034	\$ 788	\$ 888	\$ 701
Income taxes, net	—	(60)	—	(42)	—	(49)	—	(49)
Non-cash financing and investing activities:								
Dividends declared but not paid:								
Common stock	283	267	350	325	283	267	350	325
Preference stock of SCE	8	5	8	5	9	6	9	6

SCE's accrued capital expenditures at June 30, 2023 September 30, 2023 and 2022 were \$489 million \$584 million and \$609 million \$649 million, respectively. Accrued capital expenditures will be included as an investing activity in the consolidated statements of cash flows in the period paid.

Note 17. Related-Party Transactions

SCE has previously purchased wildfire liability insurance from EIS, a wholly-owned subsidiary of Edison International. In July 2022, SCE purchased wildfire liability insurance for premiums of \$273 million, from EIS for the period to June 30, 2023. EIS fully reinsured the exposure for these policies through the commercial reinsurance market, with reinsurance limits and premiums equal to those of the insurance purchased by SCE, except for a

contract for a premium of \$93 million under which EIS provided insurance protection to SCE. SCE recorded the premium as insurance expense and recorded equal revenue due to customer funding through regulatory cost recovery mechanisms, therefore there was no earnings impact on SCE's consolidated statement of income. EIS recorded the premium as insurance revenue. On the Edison International consolidated statement of income, the EIS insurance revenue eliminated with SCE's insurance expense, therefore the SCE customer revenues increased the earnings of Edison International. The SCE did not have insurance expense and corresponding revenue for the three months ended September 30, 2023, and the amount of insurance expense and corresponding revenue was \$22 million for the three months ended June 30, 2023 and \$44 million for the six nine months ended June 30, 2023 September 30, 2023.

The related-party transactions included in SCE's consolidated balance sheets for wildfire-related insurance purchased from EIS and related expected insurance recoveries were as follows:

(in millions)	June 30, 2023	December 31, 2022	September 30, 2023	December 31, 2022
Prepaid insurance ¹	\$ —	\$ 106	\$ —	\$ 106
Long-term insurance receivable due from affiliate	334	334	431	334

¹ Reflected in "Prepaid expenses" on SCE's consolidated balance sheets.

The expense for wildfire-related insurance premiums paid to EIS was \$66 million zero and \$40 million \$67 million for the three months ended June 30, 2023 September 30, 2023 and 2022, respectively, and \$132 million and \$79 million \$146 million for the six nine months ended June 30, 2023 September 30, 2023 and 2022, respectively.

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CONTROLS AND PROCEDURES

Disclosure Controls and Procedures

The management of Edison International and SCE, under the supervision and with the participation of Edison International's and SCE's respective Chief Executive Officers and Chief Financial Officers, have evaluated the effectiveness of Edison International's and SCE's disclosure controls and procedures (as that term is defined in Rules 13a-15(e) or 15d-15(e) under the Securities Exchange Act of 1934, as amended), respectively, as of the end of the second third quarter of 2023. Based on that evaluation, Edison International's and SCE's respective Chief Executive Officers and Chief Financial Officers have each concluded that, as of the end of the period, Edison International's and SCE's disclosure controls and procedures, respectively, were effective.

Changes in Internal Control Over Financial Reporting

There were no changes in Edison International's or SCE's internal control over financial reporting, respectively, during the second third quarter of 2023 that have materially affected, or are reasonably likely to materially affect, Edison International's or SCE's internal control over financial reporting.

Jointly Owned Utility Plant

Edison International's and SCE's respective scope of evaluation of internal control over financial reporting includes their Jointly Owned Utility Projects as discussed in "Notes to Consolidated Financial Statements—Note 2. Property, Plant and Equipment" in the 2022 Form 10-K.

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LEGAL PROCEEDINGS

2017/2018 Wildfire/Mudslide Events

Multiple lawsuits related to the 2017/2018 Wildfire/Mudslide Events naming SCE as a defendant have been filed by three categories of plaintiffs: individual plaintiffs, subrogation plaintiffs and public entity plaintiffs. A number of the lawsuits also name Edison International as a defendant and some of the lawsuits were filed as purported class actions. As of October 25, 2023, in addition to the outstanding claims of approximately 2,000 individual plaintiffs, there were alleged and potential claims of certain public entity plaintiffs, including Cal OES and Cal Fire, outstanding. The litigation could take a number of years to be resolved because of the complexity of the matters and number of plaintiffs.

As of July 20, 2023 October 25, 2023, SCE was aware of approximately 120 100 pending unsettled lawsuits representing approximately 1,000 500 individual plaintiffs related to the Thomas and Koenigstein Fires naming SCE as a defendant. Approximately 80 60 of the approximately 120 100 lawsuits also name Edison International as a defendant based on its ownership and alleged control of SCE. One of the lawsuits was filed as a purported class action. The lawsuits, which have been filed in the superior courts of Ventura, Santa Barbara and Los Angeles Counties allege, among other things, negligence, inverse condemnation, trespass, private nuisance, and violations of the public utilities and health and safety codes. SCE and certain of the individual plaintiffs in the Thomas and Koenigstein Fire litigation have been pursuing settlements of claims under a mediation program adopted to promote an efficient and orderly settlement process. Some individual plaintiffs have opted to pursue trial outside of the settlement program.

Approximately 50 40 of the approximately 120 100 pending unsettled individual plaintiff lawsuits mentioned in the paragraph above allege that SCE has responsibility for the Thomas and/or Koenigstein Fires and that the Thomas and/or Koenigstein Fires proximately caused the Montecito Mudslides, resulting in the plaintiffs' claimed damages. Many of the Montecito Mudslides lawsuits also name Edison International as a defendant based on its ownership and alleged control of SCE. In addition to other causes of action, some of the Montecito Mudslides lawsuits also allege personal injury and wrongful death.

As of July 20, 2023 October 25, 2023, SCE was aware of approximately 300 250 currently pending unsettled lawsuits representing approximately 2,000 1,500 individual plaintiffs related to the Woolsey Fire naming SCE as a defendant. Approximately 260 230 of the 300 250 lawsuits also name Edison International as a defendant based on its ownership and alleged control of SCE. At least one of the lawsuits was filed as a purported class action. The lawsuits, which have been filed in the superior courts of Ventura and Los Angeles Counties allege, among other things, negligence, inverse condemnation, personal injury, wrongful death, trespass, private nuisance, and violations of the public utilities and health and safety codes. SCE and certain of the individual plaintiffs in the Woolsey Fire litigation have been pursuing settlements of claims under a mediation program adopted to promote an efficient and orderly settlement process. Some individual plaintiffs may opt to pursue trial outside of the settlement program.

The Thomas and Koenigstein Fires and Montecito Mudslides lawsuits are being coordinated in the Los Angeles Superior Court. The Woolsey Fire lawsuits have also been coordinated in the Los Angeles Superior Court.

For further information, including regarding settlement activity related to the 2017/2018 Wildfire/Mudslide Events, see "Notes to Consolidated Financial Statements—Note 12. Commitments and Contingencies—Contingencies—Southern California Wildfires and Mudslides."

Environmental Proceedings

Each of Edison International and SCE have elected to disclose environmental proceedings described in Item 103(c)(3)(iii) of Regulation S-K unless it reasonably believes that such proceeding will result in no monetary sanctions, or in monetary sanctions, exclusive of interest and costs, of less than \$1,000,000.

OTHER INFORMATION

Trading Plans

During the quarter ended June 30, 2023 September 30, 2023, no director or Section 16 officer adopted or terminated any Rule 10b5-1 trading arrangements or non-Rule 10b5-1 trading arrangements (in each case, as defined in Item 408(a) of Regulation S-K).

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EXHIBITS

Exhibit Number	Description
10.1 3.1	Third Amendment, dated as of May 3, 2023, to the Second Amended and Restated Credit Agreement Articles of SCE, effective August 28, 2023 (Filed No. 1-2313 filed as Exhibit 3.1 to SCE's Form 8-K dated as of May 17, 2018, as amended by the First Amendment, dated as of April 30, 2021 September 19, 2023 and the Second Amendment, dated as of May 4, 2022, by and among Edison International, the several banks and other financial institutions party thereto and JPMorgan Chase Bank, N.A., as administrative agent, filed September 21, 2023)*
10.2 10.1**	Third Amendment, dated as of May 3, 2023, to the Second Amended Edison International and Restated Credit Agreement dated as of May 17, 2018, as amended by the First Amendment, dated as of April 30, 2021 and the Second Amendment, dated as of May 4, 2022, by and among Southern California Edison the several banks Company Director Compensation Schedule, as adopted August 24, 2023
10.2**	Edison International Executive Incentive Compensation Plan, as amended and other financial institutions party thereto and JPMorgan Chase Bank, N.A., as administrative agent, restated effective January 1, 2024
31.1	Certifications of the Chief Executive Officer and Chief Financial Officer of Edison International pursuant to Section 302 of the Sarbanes-Oxley Act
31.2	Certifications of the Chief Executive Officer and Chief Financial Officer of Southern California Edison Company pursuant to Section 302 of the Sarbanes-Oxley Act
32.1	Certifications of the Chief Executive Officer and the Chief Financial Officer of Edison International required by Section 906 of the Sarbanes-Oxley Act
32.2	Certifications of the Chief Executive Officer and the Chief Financial Officer of Southern California Edison Company required by Section 906 of the Sarbanes-Oxley Act
101.1	Financial statements from the quarterly report on Form 10-Q of Edison International for the quarter ended June 30, 2023 September 30, 2023, filed on July 27, 2023 November 1, 2023, formatted in Inline XBRL: (i) the Consolidated Statements of Income; (ii) the Consolidated Statements of Comprehensive Income; (iii) the Consolidated Balance Sheets; (iv) the Consolidated Statements of Cash Flows; and (v) the Notes to Consolidated Financial Statements
101.2	Financial statements from the quarterly report on Form 10-Q of Southern California Edison Company for the quarter ended June 30, 2023 September 30, 2023, filed on July 27, 2023 November 1, 2023, formatted in Inline XBRL: (i) the Consolidated Statements of Income; (ii) the Consolidated Statements of Comprehensive Income; (iii) the Consolidated Balance Sheets; (iv) the Consolidated Statements of Cash Flows; and (v) the Notes to Consolidated Financial Statements
104	The cover page of this report formatted in Inline XBRL (included as Exhibit 101)

* Incorporated by reference pursuant to Rule 12b-32.

** Indicates a management contract or compensatory plan or arrangement as required by Item 15(a)(3).

Edison International and SCE will furnish a copy of any exhibit listed in the accompanying Exhibit Index upon written request and upon payment to Edison International or SCE of their reasonable expenses of furnishing such exhibit, which shall be limited to photocopying charges and, if mailed to

the requesting party, the cost of first-class postage.

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SIGNATURES

Pursuant to the requirements of Section 13 or 15(d) of the Securities Exchange Act of 1934, the registrants have duly caused this report to be signed on their behalf by the undersigned, thereunto duly authorized.

EDISON INTERNATIONAL

SOUTHERN CALIFORNIA EDISON COMPANY

By: /s/ Maria Rigatti Kara G. Ryan
Maria Rigatti Kara G. Ryan
Executive Vice President, Chief Accounting Officer and Chief
Financial Officer Controller
(Duly Authorized Officer and Principal Accounting Officer)

By: /s/ Aaron D. Moss Kara G. Ryan
Aaron D. Moss Kara G. Ryan
Senior Vice President, Chief Accounting Officer and Chief
Financial Officer Controller
(Duly Authorized Officer and Principal Accounting Officer)

Date: July 27, November 1, 2023

Date: July 27, November 1, 2023

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Exhibit 10.1

EXECUTION VERSION

THIRD AMENDMENT EDISON INTERNATIONAL AND SOUTHERN CALIFORNIA EDISON COMPANY
DIRECTOR COMPENSATION SCHEDULE

As Adopted August 24, 2023

Effective October 1, 2023, except as otherwise provided below, non-employee Directors of Edison International (“EIX”) and/or Southern California Edison Company (“SCE”) will receive the annual retainers, expense reimbursements and equity-based awards described below as compensation for serving as a Director. The equity-based award provisions described below are effective as to awards in connection with the election or reelection of Directors on or after August 24, 2023.

Directors who are employees of EIX or SCE shall not receive additional compensation for serving as Directors (other than participation in the EIX Director Matching Gifts Program). Directors who serve on

both the EIX Board and the SCE Board, and their corresponding Board Committees, will not receive additional compensation for serving on two Boards.

Annual Retainers

Board Retainer – Each Director will receive an annual board retainer of \$127,500 to be paid in advance in quarterly installments of \$31,875 for any calendar quarter or portion thereof during which the individual serves as a Director.

Board Committee Chair Retainer –The Director who serves as the Chair of the Audit and Finance Committee will receive an additional annual retainer of \$25,000. Each Director who serves as the Chair of the Compensation and Executive Personnel Committee, the Nominating and Governance Committee, or the Safety and Operations Committee will receive an additional annual retainer of \$20,000. The Committee Chair retainers shall be paid in advance in equal quarterly installments for any calendar quarter or portion thereof during which the Director serves as a Committee Chair.

Chair of EIX Board Retainer – A non-employee Director who serves as the Chair of the EIX Board shall receive an additional annual retainer of \$92,500. The retainer shall be paid in advance in equal quarterly installments for any calendar quarter or portion thereof during which the Director serves as the Chair of the EIX Board.

The quarterly retainer installments will be paid on the first business day of the calendar quarter. Initial quarterly retainer installments will be paid as soon as possible following the effective date of the election.

Meeting Fees

Except as may otherwise be approved by the Board, no meeting fees shall be paid to Directors.

Expense Reimbursement

A Director will promptly be reimbursed after submitting to the Corporate Secretary a statement of expenses, supported by receipts and any other requested documentation, for (i) reasonable expenses incurred by the Director to attend Board meetings, Committee meetings, or business meetings attended on behalf of the corporation in his or her capacity as a Director, and (ii) reasonable program fees and expenses incurred by the Director to attend director education programs that are relevant to service on the Board.¹THIRD AMENDMENT, dated

Equity-Based Awards²

Equity-based awards ("Awards") will be granted under and subject to the terms of the EIX 2007 Performance Incentive Plan or a successor plan (the "Plan"), except that any award payable in cash will be deemed paid outside of the Plan. The Awards consist of fully vested Edison International deferred stock units ("DSUs") and/or Edison International common stock ("Common Stock"). Each DSU represents the value of one share of Common Stock and will be credited to the Director's account under the EIX 2008 Director Deferred Compensation Plan (the "DDCP") and subject to its terms. DSUs include dividend equivalent rights that are converted to additional DSUs. The number of DSUs or shares of Common Stock awarded to a Director in any particular instance will be calculated by dividing the applicable equity award amount to be granted on that date (expressed in dollars and determined as set forth below, the "Award Amount") by the fair market value of a share of Common Stock as of May 3, 2023 (this "Third Amendment") that date, rounded up to the nearest whole share. Fair market value for these purposes shall be determined in accordance with the Plan. Each Award will be subject to terms and conditions approved in advance by the Board.

Initial Election and Annual Reelection Awards – Each Director initially elected or reelected to the Board will receive Common Stock and/or DSUs with an aggregate Award Amount of \$177,500, except that Initial Election Awards will be subject to proration as provided below. The date of grant shall be the date of such initial election or reelection. The portion of the award to be granted in Common Stock and/or DSUs shall be determined in accordance with the DDCP.

- 1 To the extent any expense reimbursements provided for in this Director Compensation Schedule are taxable to a Director and provide for a deferral of compensation within the meaning of Section 409A of the Internal Revenue Code, the Director shall complete all steps required for reimbursement so as to facilitate payment, and any such reimbursements shall be paid to the Director on or before December 31 of the calendar year following the calendar year in which the expense was incurred. Such reimbursements shall not be subject to liquidation or exchange for other benefits, and the expenses eligible for reimbursement in one calendar year shall not affect the expenses eligible for reimbursement in any other calendar year.
- 2 With respect to equity-based awards approved and granted by the EIX Board under current and prior compensation plans of EIX, this Director Compensation Schedule does not alter the intent of the EIX Board to have the awards and subsequent transactions by the Directors occurring pursuant to the awards continue to comply with and be exempt under Section 16(b) of the Securities Exchange Act of 1934, as amended, pursuant to Rule 16b-3 promulgated thereunder (or any successor provision thereto).

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Additional Award to Chair of EIX Board – Upon the initial appointment of a non-employee Director as Chair of the EIX Board, the Director will receive an Additional Award of Common Stock and/or DSUs with an Award Amount of \$92,500 subject to proration as provided below, the date of grant of which shall be the effective date of such appointment.

If a non-employee Director serving as Chair of the EIX Board is reelected to the EIX Board and is reappointed or otherwise remains Chair of the EIX Board following such reelection, then that Director will receive an Additional Award of Common Stock and/or DSUs with an Award Amount of \$92,500 (in addition to the Annual Reelection Award Amount of \$177,500, for a total Award Amount of \$270,000), the grant date of which shall be the date of such reelection.

The portion of the Additional Award to be granted in Common Stock and/or DSUs shall be determined in accordance with the DDCP.

Proration of Certain Awards. The Initial Election and first Additional Award amounts provided for above are subject to proration if the grant date of the Award occurs (i) in the second quarter of EIX's fiscal year and after the date of EIX's annual meeting of shareholders for that year, (ii) in the third quarter of EIX's fiscal year, or (iii) in the fourth quarter of EIX's fiscal year. In determining the Award Amount as to any such Award, the applicable dollar amount set forth above will be multiplied by a percentage determined in accordance with the table set forth below.

<i>If the grant date of the award occurs:</i>	<i>Then the applicable percentage is:</i>
In the first quarter of EIX's fiscal year, or in the second quarter of EIX's fiscal year and on or before the date of EIX's annual meeting of shareholders for that year	100% (no proration)

In the second quarter of EIX's fiscal year and after the date of EIX's annual meeting of shareholders for that year	75%
In the third quarter of EIX's fiscal year	50%
In the fourth quarter of EIX's fiscal year	25%

However, if a non-employee Director receives an Initial Election and/or first Additional Award during a particular EIX fiscal year before the date of EIX's annual meeting of

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shareholders for that year, the Director will not receive that same Award Amount again if he or she is reelected as a Director in that fiscal year.³

EIX Affiliate Boards – SCE non-employee Directors who do not serve on the EIX Board will receive Awards equal in amount to EIX non-employee Directors if the SCE Board authorizes such compensation. Differing amounts of SCE Awards, and Awards for non-employee directors of other EIX affiliates, may only be made with additional approval of the EIX Board.

Director Deferred Compensation Plan

Each non-employee Director of EIX or SCE is eligible to participate in the DDCP in accordance with its terms. The DDCP allows participating Directors the opportunity to make pre-tax deferrals from annual retainers, meeting fees (if any), and equity-based awards. The DDCP sets forth the terms of participation, including, if applicable, mandatory deferral of compensation that is otherwise payable to the Director for the year of initial election.

Matching Gift Program

Directors of EIX and SCE are eligible to participate in the EIX Director Matching Gifts Program.

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³ For example, if a non-employee Director is initially elected to the Board in the first quarter of EIX's fiscal year or in the second quarter before the date of EIX's annual meeting of shareholders for that year, and is then reelected to the Board on the date of EIX's annual meeting of shareholders for that year, the Director would receive an Initial Award in connection with his or her initial election to the Board, but would not receive an Annual Reelection Award in connection with that annual meeting. If that Director is initially appointed as Chair of the EIX Board at that annual meeting, he or she would receive the first Additional Award.

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Exhibit 10.2

EDISON INTERNATIONAL

EXECUTIVE INCENTIVE COMPENSATION PLAN

As Amended and Restated Credit Agreement, dated Effective January 1, 2024

WHEREAS, it has been determined that it is in the best interest of Edison International ("EIX") and its affiliates to offer and maintain competitive executive compensation programs designed to attract and retain qualified executives;

WHEREAS, it has been determined that providing financial incentives to executives that reinforce and recognize corporate, organizational and individual performance and accomplishments will enhance the financial and operational performance of EIX and its affiliates; and

WHEREAS, it has been determined that an incentive compensation program would encourage the attainment of short-term corporate goals and objectives;

NOW, THEREFORE, the Edison International Executive Incentive Compensation Plan has been established by the Compensation and Executive Personnel Committee of the Board of Directors originally effective January 1, 1997, and made available to eligible executives of EIX and its participating affiliates subject to the following terms and conditions:

1. Definitions. When capitalized herein, the following terms are defined as indicated:

"Board" means the Board of May 17, 2018 (as may Directors of a Company (or a committee thereof acting within its delegated authority).

"CEO" means the chief executive officer of a Company.

"Code" means the Internal Revenue Code of 1986, as amended.

"Company" means EIX or a participating affiliate.

"Committee" means the Compensation and Executive Personnel Committee of the EIX Board of Directors. Where the context requires with respect to officers and other participating employees of SCE, "Committee" shall also mean the Compensation and Executive Personnel Committee of the SCE Board.

"Covered Officer" means an individual who is a "Covered Officer" of EIX or SCE as defined in the EIX or SCE Committee Charter.

"Covered Participant" means an individual who is or was (i) a vice president or officer with a more senior title at EIX, SCE or Edison Energy Support Services, LLC ("EESS"), (ii) the

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chief financial officer of Edison Energy, LLC ("Edison Energy"), or (iii) a senior vice president or officer with a more senior title at Edison Energy.

"EIX CEO" means the chief executive officer of EIX.

"Misconduct" as to a Covered Participant means (a) the occurrence of any act or omission by the Covered Participant that could reasonably be amended, supplemented expected to result in (or has resulted in) such Covered Participant's conviction, plea of no contest, plea of nolo contendere, or otherwise modified imposition of unadjudicated probation for any felony or for any indictable offense or crime involving moral turpitude; (b) the Covered Participant's commission of an act of fraud, embezzlement, misappropriation, or breach of fiduciary duty against a Company or any of its subsidiaries or affiliates or any of their officers, directors, employees, customers, suppliers, insurers or agents; or (c) any violation by

the Covered Participant of a provision in the EIX Code of Conduct, as in effect from time to time (or, as to a Covered Participant employed by an affiliate of EIX who is subject to a Code of Conduct maintained by an affiliate of EIX at the applicable time, the Covered Participant's violation of a provision of such affiliate's Code of Conduct as then in effect).

"**Credit Agreement**"; Participant" means the CEO, president, executive vice presidents, senior vice presidents, elected vice presidents, and senior managers whose participation in this Plan has been approved by the Committee, the EIX CEO or the Board.

"Plan" means this Edison International Executive Incentive Compensation Plan.

"Recoupment Administrator" means the Committee or other body, individual or individuals, as amended, supplemented the case may be, to whom the authority to determine whether to recoup compensation due to misconduct has been delegated by the Committee for purposes of this Plan.

"SCE" means Southern California Edison Company.

2. Eligibility. Except as otherwise expressly provided herein, to be eligible for any incentive award with respect to a particular calendar year (the "Performance Year"), an individual must (a) have been employed by the Company as a Participant for the entire Performance Year, and (b) continue to be employed by EIX, SCE, or one of their respective subsidiaries through the date that the Company pays incentive awards under the Plan with respect to that Performance Year generally (which, as provided in Section 5 below, occurs within two and one-half months following the end of the Performance Year) (the "Vesting Date"). Except as otherwise expressly provided herein, in no event will a Participant or any other individual be entitled to, or be considered to have earned all or any portion of, an incentive award under the Plan with respect to a particular Performance Year unless (x) the Participant satisfies both of the eligibility requirements set forth in the preceding sentence and (y) solely with respect to a Participant who is a Covered Participant, the Covered Participant does not engage in Misconduct during or following the particular Performance Year.

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In the event an individual first becomes a Participant after the start of the Performance Year but the individual otherwise satisfies the eligibility requirements set forth in the preceding paragraph, a pro-rata award may be made at the discretion of the Committee or an individual (and, if applicable, Board) having the authority to approve the Participant's award pursuant to Section 5 below. Pro-rata awards may be distributed to Participants who during the Performance Year retired, died, or had their employment transferred between a Company and a non-participating affiliate of EIX. A full award may be distributed to a Participant who was employed by the Company as a Participant for the entire Performance Year but who was not employed by EIX, SCE, or one of their respective subsidiaries through the applicable Vesting Date due to retirement or death. The determination of whether any pro-rata or full award will be paid in any such circumstances will be determined in the discretion of the Committee or an individual (and, if applicable, Board) having the authority to approve the Participant's award pursuant to Section 5 below had such retirement, death, or transfer of employment not occurred.

3. Company Performance Goals. The CEOs will develop recommended Company performance goals. In consultation with the EIX CEO, the Committee will select specific performance goals for the Performance Year. The performance goals should represent relatively optimistic, but reasonably attainable goals, the accomplishment of which is intended to contribute significantly to the attainment of Company strategic objectives. In the event a Covered Officer provides services to a Company that is not such Covered Officer's employer (the "Non-Employing Entity"), then the Committee may delegate to the EIX CEO the selection of specific performance goals of the Non-Employing Entity with respect to such

Covered Officer but only to the extent that the Committee determines that such specific performance goals for such officer may be based on the performance of the Non-Employing Entity.

4. Individual Incentive Award Levels. Company, organizational and individual performance relative to the pre-established goals will determine the award a Participant can receive. The Committee, the CEO of a Company, or a designee, as permitted in accordance with the Committee Charter or other applicable controlling document, will establish target award levels for the Performance Year as a percentage of base salary at the time performance goals are set (and/or at such later time when the individual first becomes eligible to participate in the Plan or is eligible to receive a higher/lower target award level under the Plan because of a promotion/demotion or other approved reason). If a Participant is promoted after the Committee (or the EIX CEO, to the extent the selection of performance goals has been delegated to the EIX CEO) finalizes the performance goals for the Performance Year for purposes of Section 3 above (generally, the Committee meeting held in February each year) or otherwise **modified prior** becomes entitled to receive a higher/lower base salary and/or target award level under the Plan after such Committee action, that Participant's incentive award for that Performance Year may be calculated based on the Participant's weighted average base salary and target award level, taking into account the base salary and target award level during the portion of the Performance Year preceding the promotion and/or change in base salary and/or target award level, and the base salary and target award level(s) during the remainder of such Performance Year. Notwithstanding any provisions in this Plan to the **date hereof** (including contrary, if a participant is on a disability leave for all or

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a portion of a Performance Year, any incentive award for the Participant for that Performance Year will (unless otherwise required by applicable law) be calculated by excluding the Participant's base salary for the period(s) on such leave (for clarity, compensation pursuant to a disability plan or program is never taken into account for determining an award under this Plan). All awards are discretionary.

5. Approval and Payment of Individual Awards. During the first quarter of the year following the completion of the Performance Year, the EIX CEO, in consultation with the other CEOs, will assess the degree to which individual and corporate goals and objectives have been achieved. Incentive award recommendations for Participants will be developed. The Committee will receive a report from the EIX CEO as to Company performance, will deliberate on management recommendations, and will approve awards for Covered Officers. Awards to other Participants will be approved by the CEO of the respective Company, or a designee, as permitted in accordance with the Committee Charter or other applicable controlling document; provided, however, that if the selection of performance goals for a Company has been delegated to the EIX CEO, then the awards to officers of that Company who are not also officers of EIX or SCE will require the approval of the EIX CEO and the Board of the applicable Company. All decisions of the Committee, the EIX CEO, and the other CEOs regarding individual incentive awards will be final and conclusive (in the case of the EIX CEO and the other CEOs, as to awards for which the particular CEO has the authority to approve).

Incentive award payments will be made as soon as practical following the appropriate approval (and in all events within two and one-half months after the end of the Performance Year to which the award relates). Payment will be made in cash except to the extent an eligible Participant has previously elected to defer payment of some or all of the award pursuant to the **First Amendment, dated as terms of April 30, 2021 and the Second Amendment, dated as of May 4, 2022**, the **"Existing Credit Agreement"**), by and among Edison International, a California corporation (the **"Borrower"**), each lender party thereto (including in their capacity as Issuing Lenders, if applicable, the **"Lenders"**) and JPMorgan Chase Bank, N.A., as administrative agent for the Lenders (in such capacity, the **"Administrative Agent"**), among the Borrower, the Administrative Agent and the Lenders party hereto that represent all **deferred compensation plan** of the **Required Lenders** under the Existing Credit Agreement.

The Existing Credit Agreement, Company. Award payments made will be subject to any income or payroll tax withholding or other deductions as amended may be required by this Third Amendment, is referred Federal, State or local law. Any such payment shall be deemed an unearned advance, and, with respect to in this Third Amendment as the "Amended Credit Agreement".

WITNESSETH:

WHEREAS, the Borrower, the Lenders and the Administrative Agent are parties a Covered Participant, any such unearned advance shall be subject to the Existing Credit Agreement;

WHEREAS, recoupment pursuant to Section 9.1 15 of this Plan. Any incentive award amount deferred pursuant to the terms of a deferred compensation plan of the Existing Credit Agreement, Company by a Covered Participant shall be subject to forfeiture pursuant to Section 15 of the Borrower has requested certain amendments Plan. By continuing to be employed by EIX, SCE, or one of their respective subsidiaries after the terms of this Plan have been communicated to a Covered Participant, such Covered Participant agrees and consents to the Existing Credit Agreement as enforcement and implementation of the provisions set forth herein; in Section 15 of the Plan without further consent or action being required of the Covered Participant, and the Covered Participant further agrees that none of the Companies (nor any of their respective subsidiaries) shall indemnify such Covered Participant against the loss of any amounts recouped pursuant to Section 15 of the Plan.

Awards under this Plan will not be considered to be salary or other compensation for the purpose of computing benefits to which the Participant may be entitled under any qualified Company retirement plan, including but not limited to the SCE Retirement Plan, the Edison 401(k) Savings Plan, or any other plan or arrangement of the Company for the benefit of its employees if such plan or arrangement is a plan qualified under Section 401(a) of the

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Code and is a trust exempt from Federal income tax under Section 501(a) of the Code. Awards may be considered compensation for nonqualified plan purposes depending on the terms and conditions of the particular nonqualified plan.

6. No Right to Assets. An award payable to a Participant under this Plan shall constitute an unsecured general obligation of the Participant's employer (EIX or its affiliate, as the case may be, or, in the case of a former employee, the affiliate that executes last employed the Participant) (the applicable entity, the "Employer"), and no special fund or trust will be created, nor will any notes or securities be issued with respect to any awards. Participants will be no more than unsecured general creditors of the Employer with no special or prior right to any assets of the Employer for payment of any obligations hereunder. No Participant (or beneficiary of a Participant) will have a claim to benefits from any other affiliate. EIX is not a guarantor of the benefit obligations of other participating affiliates. By participating in, and by accepting any benefits under, this Third Amendment Plan, Participants consent to EIX sponsorship of this Plan, but acknowledge that EIX is willing not a guarantor of the benefit obligations of other participating affiliates. Each affiliate is responsible for payment of the accrued benefits under this Plan with respect to agree to such amendments, its own employees subject to the terms and conditions set forth herein;

NOW THEREFORE, in consideration of herein. Notwithstanding the premises and the mutual covenants hereinafter set forth, the parties hereto hereby agree as follows:

1. **Defined Terms.** Terms defined foregoing or anything in the Existing Credit Agreement and used herein (including, without limitation, in the recitals hereto) shall have the meanings given to them in the Existing Credit Agreement unless otherwise defined herein.

2. **Amendments definition of "Employer" to the Existing Credit Agreement.** Effective as contrary, and at the sole discretion of the Third Amendment Effective Date (as defined below), the

Existing Credit Agreement (excluding the schedules and exhibits thereto) is hereby amended in accordance with Exhibit A hereto by deleting the stricken text (indicated textually in the same manner as the following example: ~~stricken text~~), by inserting the double underlined text (indicated textually in the same manner as the following example: double underlined text) and by moving the green stricken text (indicated textually in the same manner as the following example: ~~stricken text~~) to where the green underlined text is located (indicated textually in the same manner as the following example: double underlined text), in each case in the place where such text appears therein.

3. **Assignment.** By BMO Harris Bank N.A.'s (successor in interest to Bank EIX, EIX may determine that for purposes of the West) and BNP Paribas' execution hereof, BMO Harris Bank N.A. hereby assigns all of

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its Loans, Commitments, rights and obligations benefits payable under the Credit Agreement to BNP Paribas and Schedule 1.1 of the Credit Agreement is hereby deemed amended to (i) remove Bank of the West and (ii) increase the Commitment of BNP Paribas to \$75,041,666.62. Such assignment this Plan, EIX shall be deemed to be consummated the Employer obligated to pay such benefits. Such an election by EIX may be made, in EIX's sole discretion, as to all Plan benefits, as to only certain benefits, and/or as to only certain affiliates or Participants, and will be deemed an assumption of the specified benefit obligations of the applicable affiliates. Subject to the further provisions hereof, EIX will be solely obligated to pay any such benefits and no Participant (or beneficiary) will have a claim as to any other affiliate with respect to such benefits. Upon an election by EIX under this Section 6, benefits covered by the election will be paid from the general funds of EIX (and not the affiliate that would otherwise pay the benefits), provided that EIX may require that as between EIX and the affiliate that would otherwise pay such benefits, the affiliate will be responsible to pay EIX for the assumption of such obligations in accordance with funding arrangements determined by EIX at the time of election or any time thereafter. To the extent such affiliate fails to comply with such funding arrangements or obtains any refund or offset of payments made from the affiliate to EIX without the consent of EIX, the affiliate that would otherwise be responsible for payment of benefits to the applicable Participant will remain responsible for such benefits. EIX will effectuate any such election pursuant to this Section 6 by providing written notice to the Committee and in compliance with Section 9.6 of the Credit Agreement.

4. **Conditions to Effectiveness of this Third Amendment.** This Third Amendment shall be applicable affiliates regarding the effective upon execution, other than the amendments in Section 2, which shall become effective (the date of such effectiveness, election, and the "Third Amendment Effective Date") on the date on benefits, affiliates and Participants for which the following conditions precedent election is applicable. The funding arrangements established by EIX at the time of its election, or from time to time thereafter, will set forth the method by which the affiliates will remit funds to EIX in consideration of benefit obligations that are satisfied:

(a) assumed by EIX. Execution of Counterparts. (i) This Third Amendment shall have been executed

7. Plan Modifications and delivered by a duly authorized officer of each Adjustments. In order to ensure the incentive features of the Borrower Plan, avoid distortion in its operation and compensate for or reflect extraordinary changes which may have occurred during the Administrative Agent and (ii) Performance Year, the Administrative Agent shall have received an executed counterpart hereof (or a copy thereof by facsimile transmission) from Lenders constituting Required Lenders.

(b) **Officer's Certificate.** The Administrative Agent shall have received a certificate of the Borrower, dated as of such Third Amendment Effective Date, in form and substance reasonably satisfactory Committee may make adjustments to the Administrative Agent, confirming that the conditions set forth in clauses (f) and (g) of this Section 4 have been satisfied and attaching the documents referred to in clauses (c) and (d) of this Section 4.

(c) Corporate Proceedings. The Administrative Agent shall have received a copy of the resolutions, in form and substance satisfactory to the Administrative Agent, of the Board of Directors of the Borrower (or a duly authorized committee thereof) authorizing (i) the execution, delivery and Company performance of this Third Amendment and (ii) the borrowings contemplated under the Amended Credit Agreement.

(d) Corporate Documents. The Administrative Agent shall have received a copy of the articles of incorporation and by-laws of the Borrower.

(e) Legal Opinions. The Administrative Agent shall have received the following executed legal opinions, in each case in form and substance reasonably acceptable to the Administrative Agent, with a copy for each Lender:

(i) the executed legal opinion of Michael A. Henry, Assistant General Counsel to the Borrower; and

(ii) the executed legal opinion of Munger, Tolles & Olson LLP, counsel to the Borrower.

(f) Representations and Warranties. All representations and warranties made by the Borrower in goals or pursuant to the Loan Documents (including, for the avoidance of doubt, this Third Amendment) (other than the representations and warranties set forth in Sections 4.2, 4.7 and 4.11 of the Existing Credit Agreement) shall be true and correct in all material respects on and as of the Third Amendment Effective Date as if made on and as of such date, except any such representations and warranties which are explicitly stated as having been made as of a

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specific date, which representations and warranties shall be true and correct in all material respects on and as of such date.

(g) No Default. No Default or Event of Default shall have occurred and be continuing after giving effect to this Third Amendment.

(h) Fees and Expenses. All expenses required to be paid by the Borrower under Section 9.5 of the Credit Agreement on or prior to the Third Amendment Effective Date in connection with this Third Amendment shall have been paid; provided that the Borrower has received an invoice for such expenses at least one Business Day prior to the date of this Third Amendment. All fees required to be paid by the Borrower on or prior to the Third Amendment Effective Date in connection with this Third Amendment shall have been paid.

5. Representation and Warranties. To induce the Administrative Agent and the Lenders to enter into this Third Amendment, the Borrower hereby represents and warrants to the Administrative Agent and each Lender that:

(a) The execution, delivery, and performance by the Borrower of this Third Amendment is within its corporate powers, has been duly authorized by all necessary corporate action, and do not violate any provision of law or any agreement, indenture, note, results or other instrument binding upon or affecting it or its charter or by laws or give cause for acceleration of any of its Indebtedness, except to the extent that such violation or acceleration would not, in the aggregate, reasonably be expected to have a Material Adverse Effect.

(b) All authorizations, approvals, and other actions by, and notices to and filings with all Governmental Authorities required for the due execution, delivery and performance of this Third Amendment have been obtained or made and are in full force and effect, except to the extent that the failure to obtain or make, or to have in full force and effect, such authorizations, approvals, other actions, notices and filings would not, in the aggregate, reasonably be expected to have a Material Adverse Effect. This Third Amendment is a legally valid and binding obligation of the Borrower enforceable in accordance with its Plan terms except as enforcement may be limited by bankruptcy, insolvency, reorganization, moratorium or other laws or equitable principles relating to or limiting creditors' rights generally.

6. and Effect. Except as expressly amended hereby, all of the representations, warranties, terms, covenants and conditions of the Loan Documents shall remain unamended and not waived and shall continue to be in full force and effect. On and after the Third Amendment Effective Date, any reference in the Credit Agreement to "this Agreement", "hereunder", "hereof" or words of like import referring to the Credit Agreement, and any reference to the Credit Agreement in any other Loan Document, shall mean and be a reference to the Amended Credit Agreement. The execution, delivery and effectiveness of this Third Amendment shall not, except as expressly provided herein, operate as a waiver of any right, power or remedy of any Lender or the Administrative Agent under any of the Loan Documents, nor constitute a waiver of any provision of any of the Loan Documents. Each of the parties hereto hereby agrees and confirms that the amendment of the Credit Agreement pursuant to this Third Amendment shall not constitute a novation and is not intended to constitute a novation of the Credit Agreement or any other Loan Document.

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7. Counterparts. The provisions of Section 9.8 of the Existing Credit Agreement are hereby incorporated by reference and shall apply to this Third Amendment, *mutatis mutandis*.

8. Severability. Any provision of this Third Amendment which is prohibited or unenforceable in any jurisdiction shall, as to such jurisdiction, be ineffective to the extent of such prohibition or unenforceability without invalidating the remaining provisions hereof, and any such prohibition or unenforceability in any jurisdiction shall not invalidate or render unenforceable such provision in any other jurisdiction.

9. Integration. This Third Amendment shall constitute a Loan Document. This Third Amendment and the other Loan Documents represent the agreement among the parties with respect to the subject matter hereof, and there are no promises, undertakings, representations or warranties by the Administrative Agent or any Lender relative to subject matter hereof not expressly set forth or referred to herein or in the other Loan Documents.

10. GOVERNING LAW. THIS THIRD AMENDMENT AND THE RIGHTS AND OBLIGATIONS OF THE PARTIES HEREUNDER SHALL BE GOVERNED BY, AND CONSTRUED AND INTERPRETED IN ACCORDANCE WITH, THE LAW OF THE STATE OF NEW YORK.

11. WAIVERS OF JURY TRIAL. THE BORROWER, THE ADMINISTRATIVE AGENT AND THE LENDERS HEREBY IRREVOCABLY AND UNCONDITIONALLY WAIVE TRIAL BY JURY IN ANY LEGAL ACTION OR PROCEEDING RELATING TO THIS THIRD AMENDMENT AND FOR ANY COUNTERCLAIM THEREIN.

12. Submission To Jurisdiction; Waivers. The Borrower hereby irrevocably and unconditionally: (1) submits for itself and its property in any legal action or proceeding relating to this Third Amendment, or for recognition and enforcement of any judgment in respect thereof, to the non-exclusive jurisdiction of the Supreme Court of the State of New York sitting in New York County, Borough of Manhattan and of the United States District Court for the Southern District of New York, and appellate courts from any thereof; (2) consents that any such action or proceeding may be brought in such courts and waives any objection that it may now or hereafter have to the venue of any such action or proceeding in any such court or that such action or proceeding was brought in an inconvenient court and agrees not to plead or claim the same; (3) agrees that service of process in any such action or proceeding may be effected by mailing a copy thereof by registered or certified mail (or any substantially similar form of mail), postage prepaid, to the Borrower at its address set forth in Section 9.2 of the Credit Agreement or at such other address of which the Administrative Agent shall have been notified pursuant thereto; (4) agrees that nothing herein shall affect the right to effect service of process in any other manner permitted by law or shall limit the right to sue in any other jurisdiction; and (5) waives, to the maximum extent not prohibited by law, any right it may have to claim or recover in any legal action or proceeding referred to in this Section any special, exemplary, punitive or consequential damages.

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IN WITNESS WHEREOF, conditions before, during or after the parties hereto have caused this Third Amendment to be duly executed and delivered by their proper and duly authorized officers as end of the day and year first above written.

EDISON INTERNATIONAL

By: /s/ Brendan Bond

Name: Brendan Bond

Title: Treasurer

50387567.3 [SIGNATURE PAGE TO THIRD AMENDMENT]

JPMORGAN CHASE BANK, N.A.,
as Administrative Agent, as a Lender

By: /s/ Nancy R. Barwig

Name: Nancy R. Barwig

Title: Executive Director

50387567.3 [SIGNATURE PAGE TO THIRD AMENDMENT]

CITIBANK, N.A., as a Lender

By: /s/ Daniel Boselli

Name: Daniel Boselli

Title: Vice President

50387567.3[SIGNATURE PAGE TO THIRD AMENDMENT]

MUFG BANK, LTD, as a Lender

By: /s/ Jeffrey Fesenmaier

Name: Jeffrey Fesenmaier

Title: Managing Director

If your institution requires a second signature:

By: _____

Name:

Title:

50387567.3[SIGNATURE PAGE TO THIRD AMENDMENT]

Wells Fargo Bank, National Association, as a Lender

By: /s/ Gregory R. Gredvig

Name: Gregory R. Gredvig

Title: Director

50387567.3[SIGNATURE PAGE TO THIRD AMENDMENT]

BARCLAYS BANK PLC, as a Lender

By: /s/ Sydney G. Dennis

Name: Sydney G. Dennis

Title: Director

50387567.3[SIGNATURE PAGE TO THIRD AMENDMENT]

MIZUHO BANK, LTD., as a Lender

By: /s/ Edward Sacks
Name: Edward Sacks
Title: Authorized Signatory

50387567.3[SIGNATURE PAGE TO THIRD AMENDMENT]

BANK OF AMERICA, N.A., as a lender

By: /s/ Jacqueline G. Margetis
Name: Jacqueline G. Margetis
Title: Director

50387567.3[SIGNATURE PAGE TO THIRD AMENDMENT]

Bank of China, Los Angeles Branch, as a Lender

By: /s/ Jason Fu
Name: Jason Fu
Title: Senior Vice President

50387567.3[SIGNATURE PAGE TO THIRD AMENDMENT]

MORGAN STANLEY BANK, N.A., as a Lender

By: /s/ Michael King
Name: Michael King
Title: Authorized Signatory

50387567.3[SIGNATURE PAGE TO THIRD AMENDMENT]

PNC BANK, NATIONAL ASSOCIATION, as a Lender

By: /s/ Ryan Rockwood
Name: Ryan Rockwood
Title: Vice President

50387567.3[SIGNATURE PAGE TO THIRD AMENDMENT]

Royal Bank of Canada, as a Lender

By: /s/ Meg Donnelly
Name: Meg Donnelly
Title: Authorized Signatory

50387567.3[SIGNATURE PAGE TO THIRD AMENDMENT]

SUMITOMO MITSUI BANKING CORPORATION, as a Lender

By: /s/ Suela Von Barga

Name: Suela Von Borgen
Title: Director

If your institution requires a second signature:

By: _____
Name:
Title:

50387567.3[SIGNATURE PAGE TO THIRD AMENDMENT]

TRUIST BANK, as a Lender

By: /s/ Catherine Strickland
Name: Catherine Strickland
Title: Vice President

50387567.3[SIGNATURE PAGE TO THIRD AMENDMENT]

TD Bank, N.A., as a Lender

By: /s/ Steve Levi
Name: Steve Levi
Title: Senior Vice President

50387567.3[SIGNATURE PAGE TO THIRD AMENDMENT]

THE BANK OF NEW YORK MELLON, as a Lender

By: /s/ Molly H. Ross
Name: Molly H. Ross
Title: Vice President

50387567.3[SIGNATURE PAGE TO THIRD AMENDMENT]

BNP Paribas, as a Lender

By: /s/ Denis O'Meara
Name: Denis O'Meara
Title: Managing Director

If your institution requires a second signature:

By: /s/ Victor Padilla
Name: Victor Padilla
Title: Vice President

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BMO HARRIS BANK N.A.,
successor in interest to Bank of the West, as a Lender

By: /s/ Shikha Rehman
Name: Shikha Rehman
Title: Director

If your institution requires a second signature:

By: _____
Name: _____
Title: _____

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Bank of Montreal, as a Lender

By: /s/ Michael Cummings
Name: Michael Cummings
Title: Managing Director

50387567.3[SIGNATURE PAGE TO THIRD AMENDMENT]

CREDIT SUISSE AG, NEW YORK BRANCH, as a Lender

By: /s/ Doreen Barr
Name: Doreen Barr
Title: Authorized Signatory

If your institution requires a second signature:

By: /s/ Wing Yee Lee-Cember
Name: Wing Yee Lee-Cember
Title: Authorized Signatory

50387567.3[SIGNATURE PAGE TO THIRD AMENDMENT]

~~Execution Version~~ EXHIBIT A

SECOND AMENDED AND RESTATED CREDIT AGREEMENT

Among

EDISON INTERNATIONAL

**The Several Lenders
from Time to Time Parties Hereto**

**JPMORGAN CHASE BANK, N.A.,
as Administrative Agent**

**CITIBANK, N.A., MUFG ~~UNION~~ BANK, ~~N.A.~~~~LTD.~~, WELLS FARGO BANK, N.A., BARCLAYS BANK PLC and
MIZUHO BANK, LTD.,
as Co-Syndication Agents**

**BANK OF CHINA, LOS ANGELES BRANCH, THE BANK OF NEW YORK MELLON, BNP PARIBAS, MORGAN
STANLEY SENIOR FUNDING, INC., PNC CAPITAL MARKETS LLC, ROYAL BANK OF CANADA, SUMITOMO
MITSUI BANKING CORPORATION, TRUIST BANK and TD BANK, N.A.,
as Documentation Agents**

**Dated as of May 17, 2018, as amended by [the First Amendment](#) ~~No. 1~~ dated as of April 30, 2021 ~~and~~
[, the Second Amendment](#) ~~No. 2~~ dated as of May 4, 2022 [and the Third Amendment, dated as of May 3, 2023](#)**

**JPMORGAN CHASE BANK, N.A., BOFA SECURITIES, INC., CITIBANK, N.A., MUFG ~~UNION~~ BANK, ~~N.A.~~~~LTD.~~,
WELLS FARGO SECURITIES LLC,
BARCLAYS BANK PLC, and
MIZUHO BANK, LTD.,
as Joint Lead Arrangers and Joint Bookrunners**

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SCHEDULES

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EXHIBITS

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- F Form of New Lender Supplement
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Exhibit 10.1

EXECUTION VERSION

CREDIT AGREEMENT

This SECOND AMENDED AND RESTATED CREDIT AGREEMENT, dated as of May 17, 2018 (as amended, supplemented or otherwise modified from time to time, this "Agreement"), is made by and among EDISON INTERNATIONAL, a California corporation (the "Borrower"), the several banks and other financial institutions from time to time parties hereto (the "Lenders"), CITIBANK, N.A., MUFG ~~UNION-BANK, N.A.~~ LTD., WELLS FARGO BANK, N.A. and BARCLAYS BANK PLC, MIZUHO BANK, LTD., as Co-Syndication agents (in such capacity the "Co-Syndication Agents"), Bank of China, Los Angeles Branch, The Bank of New York Mellon, BNP Paribas, Morgan Stanley Senior Funding, Inc., PNC Capital Markets LLC, Royal Bank of Canada, Sumitomo Mitsui Banking Corporation, Truist Bank and TD Bank, N.A. as Documentation Agents (in their respective capacities as such, the "Documentation Agents") and JPMORGAN CHASE BANK, N.A., as Administrative Agent for the Lenders (in such capacity, the "Administrative Agent" and, together with the Co-Syndication Agents and the Documentation Agents, the "Agents").

WITNESSETH:

WHEREAS, the Borrower and certain lenders and agents were parties **Performance Year** to the Credit Agreement, dated as of May 18, 2012 (as amended and restated as of July 14, 2015 and as amended, supplemented or otherwise modified prior to the Effective Date, the "Existing Credit Agreement");

WHEREAS, the Borrower requested, and the Lenders agreed to enter into this Agreement to, among other things, amend and restate the Existing Credit Agreement **extent it determines appropriate** in its entirety, without constituting a novation of the obligations, liabilities and indebtedness of the Borrower thereunder, on the terms and subject to the conditions contained herein; and

WHEREAS, the Borrower requested that the Lenders make revolving commitments to the Borrower on the Effective Date in an aggregate principal amount of up to \$1,500,000,000 in order to refinance the Existing Credit Agreement and for general corporate and working capital purposes of the Borrower and its Subsidiaries;

NOW, THEREFORE, the Borrower, the Lenders and the Agents hereby agree as follows:

SECTION 1. DEFINITIONS

1.1. **Defined Terms.** As used in this Agreement, the following terms shall have the following meanings: "**2022 Extension**": has the meaning assigned to such term in the Second Amendment.

"2023 Extension": has the meaning assigned to the term "Extension" in the Borrower Extension Certificate, dated as of May 3, 2023, delivered by the Borrower.

"ABR": for any day, a rate *per annum* equal to the greatest of (a) the Prime Rate in effect on such day, (b) the NYFRB Rate in effect on such day plus ½ of 1% and (c) the Adjusted Term SOFR Rate for a one month Interest Period as published two U.S.

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Government Securities Business Days prior to such day (or if such day is not a U.S. Government Securities Business Day, the immediately preceding U.S. Government Securities Business Day) plus 1.0%; provided that for the purpose of this definition, the Adjusted Term SOFR Rate for any day shall be based on the Term SOFR Reference Rate at approximately 5:00 a.m. Chicago time on such day (or any amended publication time for the Term SOFR Reference Rate, as specified by the CME Term SOFR Administrator in the Term SOFR Reference Rate methodology). Any change in the ABR due to a change in the Prime Rate, the NYFRB Rate or the Adjusted Term SOFR Rate shall be effective from and including the effective date of such change in the Prime Rate, the NYFRB Rate or the Adjusted Term SOFR Rate, respectively. sole discretion. If, the ABR is being used as an alternate rate of interest pursuant to Section 2.10 (for 3 above, the avoidance Committee has delegated the selection of doubt, only until performance goals for a Company to the Benchmark Replacement has been determined EIX CEO, then this Section 7 authorizes the EIX CEO to make adjustments to that Company's performance goals or results at any time in his or her sole discretion. Adjustments to performance goals, performance results, and other Plan terms and conditions made pursuant to Section 2.10(b)), then the ABR shall be the greater of clauses (a) and (b) above and shall be determined without reference to clause (c) above. For the avoidance of doubt, if the ABR shall be less than zero, such rate shall be deemed to be zero for purposes of this Agreement.

"ABR Loans": Loans, the rate of interest applicable to which is based upon the ABR.

"Additional Costs": as defined in Section 2.13(a).

"Adjusted Daily Simple SOFR": an interest rate per annum equal to (a) the Daily Simple SOFR, plus (b) 0.10%; provided that if the Adjusted Daily Simple SOFR as so determined would be less than the Floor, such rate shall be deemed to be equal to the Floor for the purposes of this Agreement.

"Adjusted Daily Simple SOFR Loans": means any Loan bearing interest at a rate determined by reference to the Adjusted Daily Simple SOFR.

"Adjusted Term SOFR Rate": for any Interest Period, an interest rate per annum equal to (a) the Term SOFR Rate for such Interest Period, plus (b) 0.10%; provided that if the Adjusted Term SOFR Rate as so determined would be less than the Floor, such rate shall be deemed to be equal to the Floor for the purposes of this Agreement.

"Administrative Agent": as defined in the preamble hereto.

"Affected Financial Institution": (a) any EEA Financial Institution or (b) any UK Financial Institution.

"Affiliate": as to any Person, any other Person which, directly or indirectly, is in control of, is controlled by, or is under common control with, such Person.

"Agents": as defined in the preamble hereto.

"Agreement": as defined in the preamble hereto.

"Ancillary Document": as defined in Section 9.8(b).

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"Anti-Corruption Laws": all laws, rules and regulations of any jurisdiction, in each case, applicable to the Borrower or its Subsidiaries from time to time concerning or relating to bribery or corruption, including, without limitation, the United States Foreign Corrupt Practices Act of 1977, as amended, and the rules and regulations thereunder.

"Anti-Money Laundering Laws": any and all laws, statutes, regulations or obligatory government orders, decrees, ordinances or rules, in each case, applicable to a Credit Party, its Subsidiaries or Affiliates related to terrorism financing or money laundering, including any applicable provision of the Patriot Act and The Currency and Foreign Transactions Reporting Act (also known as the "Bank Secrecy Act," 31 U.S.C. §§ 5311-5330 and 12U.S.C. §§ 1818(s), 1820(b) and 1951-1959).

(a) **"Applicable Margin":** for any day, the applicable rate per annum set forth under the relevant column heading below, based upon the then most current senior unsecured non credit-enhanced debt ratings ("**Unsecured Debt Ratings**") and/or corporate issuer ratings ("**Corporate Issuer Ratings**"); each of the Unsecured Debt Ratings, on the one hand, and the Corporate Issuer Ratings, on the other, being a "**Ratings Type**" of the Borrower issued by S&P and Moody's, respectively:

Level	Rating S&P/Moody's	Facility Fee Rate	Applicable Margin for ABR Loans	Applicable Margin for Term Benchmark Loans and Adjusted Daily Simple SOFR Loans (if applicable)	Letter of Credit Participation Fee Rate
1	A+/A1 or higher	0.075%	0%	0.800%	0.800%
2	A/A2	0.100%	0%	0.900%	0.900%
3	A-/A3	0.125%	0%	1.000%	1.000%
4	BBB+/Baa1	0.175%	0.075%	1.075%	1.075%
5	BBB/Baa2 or lower	0.225%	0.275%	1.275%	1.275%

The Applicable Margin will be based on the Borrower's most current Unsecured Debt Ratings unless neither S&P nor Moody's issues such ratings and, in the absence of such Unsecured Debt Ratings, will be based on the Corporate Issuer Ratings to the extent described below. Subject to the preceding provisions of this paragraph regarding split ratings, changes in the Applicable Margin shall become effective on the date on which S&P and/or Moody's changes its relevant rating for the applicable Ratings Type. In the event of split ratings in a Ratings Type, the higher rating shall govern. In the event that, at any

time, a rating for a Ratings Type is not available from one of such rating agencies, the Applicable Margin shall be determined on the basis of the rating from the other rating agency. In the event that, at any time, Unsecured Debt Ratings from each such rating agency are not available for companies generally, the Applicable Margin shall be determined on the basis of the Corporate Issuer Ratings, or in the event that, at any time, Corporate Issuer Ratings from each such rating agency are not available for companies generally, the Applicable Margin shall be determined on the basis of the last Unsecured Debt Rating and Corporate Issuer Rating made available. In the event that, at any time, Unsecured Debt Ratings or Corporate Issuer Ratings are not available for the Borrower but are generally available for other companies, then the Applicable Margin shall be as for Level 5.

"Arrangers": collectively, JPMorgan Chase Bank, N.A., BofA Securities, Inc., Citibank, N.A., MUFG Union Bank, N.A., Wells Fargo Securities LLC, Barclays Bank PLC, and Mizuho Bank, Ltd., each in its capacity as joint lead arranger and joint bookrunner under this Agreement.

"Assignee": as defined in Section 9.6(c).

"Assignment and Assumption": as defined in Section 9.6(c).

"Available Tenor": as of any date of determination and with respect to the then-current Benchmark, as applicable, (x) any tenor for such Benchmark (or component thereof) that is or may be used for determining the length of an Interest Period for any term rate or (y) otherwise, any payment period for interest calculated with reference to such Benchmark (or component thereof) that is or may be used for determining any frequency of making payments of interest calculated pursuant to this Agreement, in each case, as of such date and not including, for the avoidance of doubt, any tenor for such Benchmark that is then-removed from the definition of "Interest Period" pursuant to clause (e) of Section 2.10.

"Bail-In Action": the exercise of any Write-Down and Conversion Powers by the applicable Resolution Authority in respect of any liability of an Affected Financial Institution.

"Bail-In Legislation": (a) with respect to any EEA Member Country implementing Article 55 of Directive 2014/59/EU of the European Parliament and of the Council of the European Union, the implementing law, regulation, rule or requirement for such EEA Member Country from time to time which is described in the EU Bail-In Legislation Schedule and (b) with respect to the United Kingdom, Part I of the United Kingdom Banking Act 2009 (as amended from time to time) and any other law, regulation or rule applicable in the United Kingdom relating to the resolution of unsound or failing banks, investment firms or other financial institutions or their affiliates (other than through liquidation, administration or other insolvency proceedings).

"Bankruptcy Event": with respect to any Person, such Person becomes the subject of a bankruptcy or insolvency proceeding, or has had a receiver, conservator,

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trustee, administrator, custodian, assignee for the benefit of creditors or similar Person charged with the reorganization or liquidation of its business appointed for it, or, in the good faith determination of the Administrative Agent (in consultation with the Borrower), has taken any action in furtherance of, or indicating its consent to, approval of, or acquiescence in, any such proceeding or appointment, provided that a Bankruptcy Event shall not result solely by virtue of any ownership interest, or the acquisition of any ownership interest, in such Person by a Governmental Authority or instrumentality thereof, provided, further, that such ownership interest does not result in or provide such Person with immunity from the jurisdiction of courts within the United States or from the enforcement of judgments or writs of attachment on its assets or permit such Person (or such Governmental Authority or instrumentality) to reject, repudiate, disavow or disaffirm any contracts or agreements made by such Person.

"Barclays": Barclays Bank PLC.

"Benchmark": initially, with respect to any Term Benchmark Loan, the Term SOFR Rate; provided that if a Benchmark Transition Event, and the related Benchmark Replacement Date have occurred with respect to the Term SOFR Rate or the then-current Benchmark, then "Benchmark" means the applicable Benchmark Replacement to the extent that such Benchmark Replacement has replaced such prior benchmark rate pursuant to clause (b) of Section 2.10.

"Benchmark Replacement": for any Available Tenor, the first alternative set forth in the order below that can be determined by the Administrative Agent for the applicable Benchmark Replacement Date:

(1) the Adjusted Daily Simple SOFR; or

(2) the sum of: (a) the alternate benchmark rate that has been selected by the Administrative Agent and the Borrower as the replacement for the then-current Benchmark for the applicable Corresponding Tenor giving due consideration to (i) any selection or recommendation of a replacement benchmark rate or the mechanism for determining such a rate by the Relevant Governmental Body or (ii) any evolving or then-prevailing market convention for determining a benchmark rate as a replacement for the then-current Benchmark for Dollar-denominated syndicated credit facilities at such time in the United States and (b) the related Benchmark Replacement Adjustment.

If the Benchmark Replacement as determined pursuant to clause (1) or (2) above would be less than the Floor, the Benchmark Replacement will be deemed to be the Floor for the purposes of this Agreement and the other Loan Documents.

"Benchmark Replacement Adjustment": with respect to any replacement of the then-current Benchmark with an Unadjusted Benchmark Replacement for any applicable Interest Period and Available Tenor for any setting of such Unadjusted Benchmark Replacement, the spread adjustment, or method for calculating or determining such spread adjustment, (which may be a positive or negative value or zero) that has been selected by the Administrative Agent and the Borrower for the applicable Corresponding

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Tenor giving due consideration to (i) any selection or recommendation of a spread adjustment, or method for calculating or determining such spread adjustment, for the replacement of such Benchmark with the applicable Unadjusted Benchmark Replacement by the Relevant Governmental Body on the applicable Benchmark Replacement Date and/or (ii) any evolving or then-prevailing market convention for determining a spread adjustment, or method for calculating or determining such spread adjustment, for the replacement of such Benchmark with the applicable Unadjusted Benchmark Replacement for Dollar-denominated syndicated credit facilities at such time.

"Benchmark Replacement Conforming Changes": with respect to either the use or administration of the Term SOFR Rate or the use, administration, adoption or implementation of any Benchmark Replacement, any technical, administrative or operational changes (including changes to the definition of "ABR," the definition of "Business Day," the definition of "U.S. Government Securities Business Day," the definition of "Interest Period," timing and frequency of determining rates and making payments of interest, timing of borrowing requests or prepayment, conversion or continuation notices, length of lookback periods, the applicability of breakage provisions, and other technical, administrative or operational matters) that the Administrative Agent decides, in its reasonable discretion, may be appropriate to reflect the adoption and implementation of such Benchmark and to permit the administration thereof by the Administrative Agent in a manner substantially consistent with market practice (or, if the Administrative Agent decides that adoption of any portion of such market practice is not administratively feasible or if the Administrative Agent determines that no market practice for the administration of such Benchmark exists, in such other manner of administration as the Administrative Agent decides is reasonably necessary in connection with the administration of this Agreement and the other Loan Documents).

"Benchmark Replacement Date": with respect to any Benchmark, the earliest to occur of the following events with respect to such 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 such Benchmark (or the published component used in the calculation thereof) permanently or indefinitely ceases to provide all Available Tenors of such Benchmark (or such component thereof); or

(2) in the case of clause (3) of the definition of “Benchmark Transition Event,” the first date on which such Benchmark (or the published component used in the calculation thereof) has been determined and announced by the regulatory supervisor for the administrator of such Benchmark (or such component thereof) to be no longer representative; provided, that such non-representativeness will be determined by reference to the most recent statement or publication referenced in such clause (3) and even if any Available Tenor of such Benchmark (or such component thereof) continues to be provided on such date.

For the avoidance of doubt, (i) if the event giving rise to the Benchmark Replacement Date occurs on the same day as, but earlier than, the Reference Time in

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respect of any determination, the Benchmark Replacement Date will be deemed to have occurred prior to the Reference Time for such determination and (ii) the “Benchmark Replacement Date” will be deemed to have occurred in the case of clause (1) or (2) with respect to any Benchmark upon the occurrence of the applicable event or events set forth therein with respect to all then-current Available Tenors of such Benchmark (or the published component used in the calculation thereof).

“Benchmark Transition Event”: with respect to any Benchmark, the occurrence of one or more of the following events with respect to such Benchmark:

(1) a public statement or publication of information by or on behalf of the administrator of such Benchmark (or the published component used in the calculation thereof) announcing that such administrator has ceased or will cease to provide all Available Tenors of such Benchmark (or such component thereof), permanently or indefinitely, provided that, at the time of such statement or publication, there is no successor administrator that will continue to provide any Available Tenor of such Benchmark (or such component thereof);

(2) a public statement or publication of information by the regulatory supervisor for the administrator of such Benchmark (or the published component used in the calculation thereof), the Board, the NYFRB, the CME Term SOFR Administrator, an insolvency official with jurisdiction over the administrator for such Benchmark (or such component), a resolution authority with jurisdiction over the administrator for such Benchmark (or such component) or a court or an entity with similar insolvency or resolution authority over the administrator for such Benchmark (or such component), in each case, which states that the administrator of such Benchmark (or such component) has ceased or will cease to provide all Available Tenors of such Benchmark (or such component thereof) permanently or indefinitely; provided that, at the time of such statement or publication, there is no successor administrator that will continue to provide any Available Tenor of such Benchmark (or such component thereof); or

(3) a public statement or publication of information by the regulatory supervisor for the administrator of such Benchmark (or the published component used in the calculation thereof) announcing that all Available Tenors of such Benchmark (or such component thereof) are no longer, or as of a specified future date will no longer be, representative.

For the avoidance of doubt, a “Benchmark Transition Event” will be deemed to have occurred with respect to any Benchmark if a public statement or publication of information set forth above has occurred with respect to each then-current Available Tenor of such Benchmark (or the published component used in the calculation thereof).

“Benchmark Unavailability Period”: with respect to any Benchmark, the period (if any) (x) beginning at the time that a Benchmark Replacement Date pursuant to clauses (1) or (2) of that definition has occurred if, at such time, no Benchmark Replacement has replaced such Benchmark for all purposes hereunder and under any Loan Document in accordance with Section 2.10 and (y) ending at the time that a Benchmark Replacement

has replaced such Benchmark for all purposes hereunder and under any Loan Document in accordance with Section 2.10.

"Benefit Plan": any of (a) an "employee benefit plan" (as defined in Section 3(3) of ERISA) that is subject to Title I of ERISA, (b) a "plan" as defined in Section 4975 of the Code to which Section 4975 of the Code applies, and (c) any Person whose assets include (for purposes of the Plan Asset Regulations or otherwise for purposes of Title I of ERISA or Section 4975 of the Code) the assets of any such "employee benefit plan" or "plan".

"Board": the Board of Governors of the Federal Reserve System (or any successor).

"Borrower": as defined in the preamble hereto.

"Borrowing Date": any Business Day specified in a notice pursuant to Section 2.2 as a date on which the Borrower requests the Lenders to make Loans hereunder.

"Business Day": any day (other than a Saturday or a Sunday) on which banks are open for business in New York City or Chicago.

"Capital Stock": shares of capital stock, partnership interests, membership interests in a limited liability company, beneficial interests in a trust or other equity ownership interests in a Person, and any warrants, options or other rights entitling the holder thereof to purchase or acquire any such equity ownership interest.

"Change of Control": the acquisition of beneficial ownership, directly or indirectly, by any person or group (within the meaning of Sections 13(d) and 14(d) of the Securities Exchange Act of 1934, as amended, and the rules of the Securities and Exchange Commission promulgated thereunder), of Capital Stock of the Borrower representing more than 30% of the combined voting power of all Capital Stock of the Borrower entitled to vote in the election of directors; provided, however, that a person shall not be deemed to have beneficial ownership (a) of shares of Capital Stock tendered pursuant to a tender or exchange offer made by or on behalf of such person (or its affiliate) until such shares shall have been accepted for payment and (b) if such beneficial ownership arises solely as a result of a revocable proxy delivered in response to a proxy or consent solicitation made by or on behalf of such person (or its affiliates).

"Citi": Citibank, N.A.

"CME Term SOFR Administrator": CME Group Benchmark Administration Limited as administrator of the forward-looking term Secured Overnight Financing Rate (SOFR) (or a successor administrator).

"Co-Syndication Agents": as defined in the preamble hereto.

"Code": the Internal Revenue Code of 1986, as amended from time to time.

"Commitment": as to any Lender, the obligation of such Lender to make Loans and to acquire participations in Letters of Credit in the aggregate principal and/or face amount set forth under the heading

“Commitment” opposite such Lender’s name on Schedule 1.1 or in the Assignment and Assumption pursuant to which such Lender became a party hereto, as the same may be changed from time to time pursuant to the terms hereof, including Section 2.1.

“Commitment Increase Amount”: as defined in Section 2.1(b).

“Commitment Increase Notice”: as defined in Section 2.1(b).

“Commitment Period”: the period from and including the Effective Date to the Termination Date.

“Commonly Controlled Entity”: an entity, whether or not incorporated, which is under common control with the Borrower within the meaning of Section 4001 of ERISA or is part of a group which includes the Borrower and which is treated as a single employer under Section 414(b), (c), (m) or (o) of the Code.

“Consolidated Capital”: at any time, the sum of, without duplication, (i) Consolidated Total Recourse Indebtedness plus (ii) the amount set forth opposite the captions “shareholders’ equity” and “preferred stock” (or similar captions) on a consolidated balance sheet of the Borrower prepared in accordance with GAAP plus (iii) the outstanding principal amount of any junior subordinated deferrable interest debentures or similar securities issued by the Borrower or any of its Subsidiaries.

“Consolidated Capitalization Ratio”: on the last day of any fiscal quarter, the ratio of (a) Consolidated Total Recourse Indebtedness to (b) Consolidated Capital.

“Consolidated Total Recourse Indebtedness”: at any date, the sum of (i) the aggregate principal amount of all Indebtedness of the Borrower and its Subsidiaries at such date determined on a GAAP consolidated basis and (ii) without duplication, the aggregate principal amount of all Indebtedness of any other Persons at such date determined on a GAAP consolidated basis to the extent the payment of such Indebtedness is guaranteed by the Borrower or any of its Subsidiaries.

“Contractual Obligation”: as to any Person, any provision of any security issued by such Person or of any agreement, instrument or other undertaking to which such Person is a party or by which it or any of its property is bound.

“Conversion Date”: as defined in Section 2.6.

“Corporate Issuer Rating”: as defined in the definition of “Applicable Margin”.

“Corresponding Tenor”: with respect to any Available Tenor means, as applicable, either a tenor (including overnight) or an interest payment period having approximately the same length (disregarding business day adjustment) as such Available Tenor.

“Credit Party”: any of the Lenders, the Issuing Lenders and the Agents.

“Daily Simple SOFR”: for any day (a “SOFR Rate Day”), a rate per annum equal to SOFR for the day (such day “SOFR Determination Date”) that is five (5) U.S. Government Securities Business Days prior to (i) if such SOFR Rate Day is a U.S. Government Securities Business Day, such SOFR Rate Day or (ii) if such SOFR Rate Day is not a U.S. Government Securities Business Day, the U.S. Government Securities Business Day immediately preceding such SOFR Rate Day, in each case, as such SOFR is published by the SOFR Administrator on the SOFR Administrator’s Website. If by 5:00 p.m. (New York City time) on the second (2nd) U.S. Government Securities Business Day immediately following any SOFR Determination Date, SOFR in respect of such SOFR Determination Date has not been published on the SOFR Administrator’s Website and a Benchmark Replacement Date with respect to the Daily Simple SOFR has not occurred, then SOFR for such SOFR Determination Date will be SOFR as published in respect of the

first preceding U.S. Government Securities Business Day for which such SOFR was published on the SOFR Administrator's Website; provided that any SOFR determined pursuant to this sentence shall be utilized for purposes of calculation of Daily Simple SOFR for no more than three (3) consecutive SOFR Rate Days. Any change in Daily Simple SOFR due to a change in SOFR shall be effective from and including the effective date of such change in SOFR without notice to the Borrower.

"Declining Lender": as defined in Section 2.18.

"Default": any of the events specified in Section 7 whether or not any requirement for the giving of notice, the lapse of time, or both, or any other condition, has been satisfied.

"Defaulting Lender": any Lender that (a) has failed, within three Business Days of the date required to be funded or paid, to (i) fund any portion of its Loans, (ii) fund any portion of its participations in Letters of Credit or (iii) pay over to any Credit Party any other amount required to be paid by it hereunder (unless the subject of a good faith dispute), unless, in the case of clause (i) above, such Lender notifies the Administrative Agent in writing that such failure is the result of such Lender's good faith determination that a condition precedent to funding (specifically identified and including the particular default, if any) has not been satisfied, (b) has notified the Borrower or any Credit Party in writing, or has made a public statement to the effect, that it does not intend or expect to comply with any of its funding obligations under this Agreement (unless such writing or public statement indicates that such position is based on such Lender's good faith determination that a condition precedent (specifically identified and including the particular default, if any) to funding a loan under this Agreement cannot be satisfied) or generally under other agreements in which it commits to extend credit, (c) has failed, within three Business Days after request by the Administrative Agent, acting in good faith, to provide a certification in writing from an authorized officer of such Lender that it will comply with its obligations (and is financially able to meet such obligations) to fund prospective Loans and participations in then outstanding Letters of Credit under this Agreement, provided that such Lender shall cease to be a Defaulting Lender pursuant to this clause (c) upon the Administrative Agent's receipt of such certification in form and

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substance reasonably satisfactory to it, (d) has defaulted in fulfilling its obligations under one or more other agreements in which such Lender commits to extend credit (unless the subject of a good faith dispute), (e) has, or whose Lender Parent has, become the subject of a Bankruptcy Event or (f) has, or whose Lender Parent has, become the subject of a Bail-In Action.

"Documentation Agents": as defined in the preamble hereto.

"Dollars" and **"\$"**: dollars in lawful currency of the United States of America.

"Downgraded Lender": any Lender that has a non-investment grade senior unsecured debt rating from Moody's, S&P or another nationally recognized rating agency.

"EEA Financial Institution": (a) any credit institution or investment firm established in any EEA Member Country which is subject to the supervision of an EEA Resolution Authority, (b) any entity established in an EEA Member Country which is a parent of an institution described in clause (a) of this definition, or (c) any financial institution established in an EEA Member Country which is a subsidiary of an institution described in clauses (a) or (b) of this definition and is subject to consolidated supervision with its parent;

"EEA Member Country": any of the member states of the European Union, Iceland, Liechtenstein, and Norway.

"EEA Resolution Authority": any public administrative authority or any Person entrusted with public administrative authority of any EEA Member Country (including any delegee) having responsibility for the

resolution of any EEA Financial Institution.

"Effective Date": May 17, 2018.

"Electronic Signature": an electronic sound, symbol, or process attached to, or associated with, a contract or other record and adopted by a Person with the intent to sign, authenticate or accept such contract or record.

"Environmental Laws": any and all federal, state, local or municipal laws, rules, orders, regulations, statutes, ordinances, codes, decrees, requirements of any Governmental Authority or other Requirements of Law (including common law) regulating, relating to or imposing liability or standards of conduct concerning protection of the environment, as now or may at any time hereafter be in effect.

"ERISA": the Employee Retirement Income Security Act of 1974, as amended from time to time, and the regulations promulgated and rulings issued thereunder.

"EU Bail-In Legislation Schedule": the EU Bail-In Legislation Schedule published by the Loan Market Association (or any successor Person), as in effect from time to time.

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"Event of Default": any of the events specified in Section 7, provided that any requirement for the giving of notice, the lapse of time, or both, or any other condition, has been satisfied.

"Excluded Financing Arrangements": as defined in the definition of "Indebtedness".

"Existing Credit Agreement": as defined in the recitals hereto.

"Existing Term Loan Credit Agreement": that certain Credit Agreement, dated as of April 8, 2022 (as amended, supplemented or otherwise modified from time to time) among the Borrower, the lenders from time to time party thereto, and Wells Fargo, National Association, as administrative agent thereunder.

"Existing Termination Date": as defined in Section 2.18.

"Exposure": with respect to any Lender at any time, an amount equal to the sum of, without duplication, the amount of such Lender's outstanding Loans and LC Exposure.

"Extending Lender": as defined in Section 2.18.

"Extension Notice": as defined in Section 2.18.

"Facility Fee": the facility fee payable pursuant to Section 2.3(a) at the Facility Fee Rate.

"Facility Fee Rate": the facility fee rate per annum set forth in the definition of "Applicable Margin".

"FATCA": Sections 1471 through 1474 of the Code, as of the date of this Agreement (or any amended or successor version that is substantively comparable and not materially more onerous to comply with), any current or future regulations or official interpretations thereof, any agreements entered into pursuant to Section 1471(b)(1) of the Code and any fiscal or regulatory legislation, rules or practices adopted pursuant to any intergovernmental agreement, treaty or convention among Governmental Authorities and implementing such Sections of the Code.

"Federal Funds Effective Rate": for any day, the rate calculated by the NYFRB based on such day's federal funds transactions by depository institutions, as determined in such manner as shall be set forth on the NYFRB's Website from time to time, and published on the next succeeding Business Day by the NYFRB

as the effective federal funds rate; provided that if the Federal Funds Effective Rate as so determined would be less than zero, such rate shall be deemed to be zero for the purposes of this Agreement.

"Floor": the benchmark rate floor, if any, provided in this Agreement initially (as of the execution of this Agreement, the modification, amendment or renewal of this Agreement or otherwise) with respect to the Adjusted Term SOFR Rate or the Adjusted

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Daily Simple SOFR, as applicable. For the avoidance of doubt the initial Floor for each of Adjusted Term SOFR Rate or the Adjusted Daily Simple SOFR shall be 0%.

"GAAP": generally accepted accounting principles in the United States of America in effect from time to time; provided, however, that with respect Section 6.8 and the calculation of the Consolidated Capitalization Ratio as used therein (and the defined terms used in the definition of "Consolidated Capitalization Ratio"), GAAP shall mean generally accepted accounting principles in the United States of America in effect on the Effective Date. It is understood and agreed that the Borrower will deliver information reasonably satisfactory to the Administrative Agent to reconcile any calculations of the Consolidated Capitalization Ratio to the extent there is a change in GAAP with respect thereto after the Effective Date.

"Governmental Authority": any nation or government, any state or other political subdivision thereof and any entity exercising executive, legislative, judicial, regulatory or administrative functions of or pertaining to government.

"Hedge Agreements": all interest rate swaps, caps or collar agreements or similar arrangements dealing with interest rates or currency exchange rates or the exchange of nominal interest obligations, either generally or under specific contingencies.

"Indebtedness": of any Person at any date, without duplication, (a) all indebtedness of such Person for borrowed money or for the deferred purchase price of property or services (other than current trade liabilities incurred in the ordinary course of business and payable in accordance with customary practices) or representing reimbursement obligations in respect of letters of credit which have been funded, (b) any other indebtedness of such Person which is evidenced by a note, bond, debenture or similar instrument, (c) all indebtedness created or arising under any conditional sale or title retention agreement with respect to property acquired by such Person (even though the rights and remedies of the seller or lender under such agreement in the event of default are limited to repossession or sale of such property), (d) all obligations of such Person as lessee which are capitalized in accordance with GAAP (excluding operating leases), (e) all direct and indirect guarantee obligations (whether by guarantee, reimbursement or indemnity or agreement to maintain financial condition or solvency or otherwise) of such Person in respect of any obligations of the type described in the preceding clauses (a) through (d) of any other Person, (f) all obligations of the kind referred to in clauses (a) through (d) above secured by (or for which the holder of such obligation has an existing right, contingent or otherwise, to be secured by) any Lien on property (including accounts and contract rights) owned by such Person, whether or not such Person has assumed or become liable for the payment of such obligation and (g) for the purposes of Section 7(g) only, all obligations of such Person in respect of Hedge Agreements in an amount equal to the net amount that would be payable by such Person upon the acceleration, termination or liquidation thereof. Notwithstanding the foregoing, Indebtedness shall not include (i) obligations under a Receivables Securitization of the Borrower or any of its Subsidiaries, (ii) any junior subordinated deferrable interest debentures or similar securities issued by the Borrower, (iii) non-recourse project finance indebtedness of Edison Energy Group, Inc. and its Subsidiaries, (iv) power-purchase

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contract obligations and fuel contract obligations that in each case are included as indebtedness on the consolidated balance sheet of SCE, (v) indebtedness of variable interest entities that are consolidated with the Borrower for financial reporting purposes and whose indebtedness is non-recourse to the Borrower and its Subsidiaries (other than such entities) and (vi) obligations of the Borrower, any of its Subsidiaries or any special purpose finance entity with respect to recovery bonds and other financings contemplated by Article 5.8 of Chapter 4, Part 1, Division 1 of the California Public Utilities Code and similar financing arrangements (clauses (i), (iii), (v) and (vi), collectively, "Excluded Financing Arrangements").

"Interest Election Request": means a request by the Borrower to convert or continue a borrowing in accordance with Section 2.6.

"Interest Payment Date": (a) as to any ABR Loan, the last day of each March, June, September and December to occur while such Loan is outstanding and the final maturity date of such Loan, (b) as to any Term Benchmark Loan, having an Interest Period of three months or less, the last day of each Interest Period thereof, (c) as to any Term Benchmark Loan having an Interest Period longer than three months, each day that is three months, or a whole multiple thereof (e.g., six months), after the first day of such Interest Period and the last day of such Interest Period and (d) as to any Term Benchmark Loan, the date of any repayment or prepayment made in respect thereof (for the avoidance of doubt, solely with respect to the portion of such Loan so repaid or prepaid).

"Interest Period": (a) with respect to any ABR Loan, the period commencing on the Borrowing Date or the Conversion Date, as the case may be, with respect to such ABR Loan and ending on the last day of each March, June, September and December to occur while such Loan is outstanding and the final maturity date of such Loan, and (b) with respect to any Term Benchmark Loan:

(i) initially, the period commencing on the Borrowing Date or the Conversion Date, as the case may be, with respect to such Term Benchmark Loan and ending one, three or six months thereafter as selected by the Borrower in its notice of borrowing or notice of conversion, as the case may be, given with respect thereto; and

(ii) thereafter, each period commencing on the last day of the next preceding Interest Period applicable to such Term Benchmark Loan and ending one, three or six months as selected by the Borrower by irrevocable notice to the Administrative Agent pursuant to Section 2.6(a);

provided that, all of the foregoing provisions relating to Interest Periods are subject to the following:

(1) if any Interest Period would otherwise end on a day that is not a Business Day, such Interest Period shall be extended to the next succeeding Business Day unless the result of such extension would be to carry such Interest Period into another calendar month in which event such Interest Period shall end on the immediately preceding Business Day;

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(2) any Interest Period for a Loan that would otherwise extend beyond the Termination Date shall end on the Termination Date;

(3) any Interest Period that begins on the last Business Day of a calendar month (or on a day for which there is no numerically corresponding day in the calendar month at the end of such Interest Period) shall end on the last Business Day of a calendar month; and

(4) no tenor that has been removed from this definition pursuant to Section 2.10(e) shall be available for specification in any borrowing request.

"Issuing Lender": Citi and any other Lender that agrees to act as Issuing Lender hereunder, in its capacity as the issuer of Letters of Credit hereunder, and its successors in such capacity as provided in Section 3.9. Any Issuing Lender may, in its discretion, arrange for one or more Letters of Credit to be issued by Affiliates of such Issuing Lender, in which case the term "Issuing Lender" shall include any such Affiliate with respect to Letters of Credit issued by such Affiliate. Each reference herein to "the Issuing Lender" shall be deemed to be a reference to the relevant Issuing Lender.

"JPMorgan": JPMorgan Chase Bank, N.A., a national banking association.

"LC Disbursement": a payment made by the Issuing Lender pursuant to a Letter of Credit.

"LC Exposure": at any time, the sum of (a) the aggregate undrawn amount of all outstanding Letters of Credit at such time plus (b) the aggregate amount of all LC Disbursements that have not yet been reimbursed by or on behalf of the Borrower at such time. The LC Exposure of any Lender at any time shall be its Percentage of the total LC Exposure at such time.

"Lender Parent": with respect to any Lender, any Person as to which such Lender is, directly or indirectly, a Subsidiary.

"Lenders": as defined in the preamble hereto; provided that, wherever appropriate, each reference herein to the Lenders shall be deemed to include the Issuing Lenders.

"Lending Office": each Lender's lending office designated in Schedule 1.1 or such other office of such Lender notified to the Administrative Agent and Borrower.

"Letter of Credit": any standby letter of credit issued pursuant to this Agreement.

"Letter of Credit Commitment": the obligation of (i) Citi, in its capacity as an Issuing Lender, to issue at any time Letters of Credit in Dollars for the account of the Borrower in an aggregate amount up to \$100,000,000 and (ii) any other Issuing Lender to issue at any time Letters of Credit in Dollars for the account of the Borrower in an aggregate amount agreed to by such Issuing Lender. The aggregate Letter of Credit Commitments of the Issuing Lender on the Effective Date is \$100,000,000.

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"Letter of Credit Fronting Fee": as defined in Section 2.3(c).

"Letter of Credit Participation Fee": the letter of credit participation fee payable pursuant to Section 2.3(c) at the Letter of Credit Participation Fee Rate.

"Letter of Credit Participation Fee Rate": the letter of credit participation fee rate per annum set forth in the definition of "Applicable Margin".

"Liabilities": any losses, damages or liabilities of any kind.

"Lien": any mortgage, pledge, hypothecation, assignment, deposit arrangement, encumbrance, lien (statutory or other), charge or other security interest or any preference, priority or other security agreement or preferential arrangement of any kind or nature whatsoever (including, without limitation, any conditional sale or other title retention agreement and any capitalized lease obligation having substantially the same economic effect as any of the foregoing).

"Loan": any loan made pursuant to this Agreement.

"Loan Documents": this Agreement and any Notes.

"Material Adverse Effect": (a) a change in the business, property, operations or financial condition of the Borrower and its consolidated Subsidiaries taken as a whole that could reasonably be expected to materially and adversely affect the Borrower's ability to perform its obligations under the Loan Documents or (b) a material adverse effect on the validity or enforceability of this Agreement or any of the other Loan Documents.

"Materials of Environmental Concern": any gasoline or petroleum (including crude oil or any fraction thereof) or petroleum products or any hazardous or toxic substances, materials or wastes, defined or regulated as such in or under any Environmental Law, including asbestos, polychlorinated biphenyls and urea-formaldehyde insulation, but excluding any such substances, materials or wastes that are used or present on any property in conformance with the Requirements of Law.

"Mizuho": Mizuho Bank, Ltd.

"Moody's": Moody's Investors Service, Inc.

"MUFG": MUFG ~~Union Bank, N.A., a national banking association~~ Ltd.

"New Lender": as defined in Section 2.1(c).

"Non-Excluded Taxes": as defined in Section 2.14(a).

"Non-Extended Termination Date": as defined in the definition of "Termination Date".

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"Non-U.S. Lender": as defined in Section 2.14(e).

"Note": as defined in Section 2.4(e).

"NYFRB": the Federal Reserve Bank of New York.

"NYFRB Rate": for any day, the greater of (a) the Federal Funds Effective Rate in effect on such day and (b) the Overnight Bank Funding Rate in effect on such day (or for any day that is not a Business Day, for the immediately preceding Business Day); provided that if none of such rates are published for any day that is a Business Day, the term "NYFRB Rate" means the rate for a federal funds transaction quoted at 11:00 a.m. on such day received by the Administrative Agent from a federal funds broker of recognized standing selected by it; provided, further, that if any of the aforesaid rates as so determined be less than zero, such rate shall be deemed to be zero for purposes of this Agreement.

"NYFRB's Website": the website of the NYFRB at <http://www.newyorkfed.org>, or any successor source.

"Other Taxes": any and all present or future stamp, court, or documentary, intangible, recording, filing or similar taxes arising from any payment made hereunder or from the execution, delivery or enforcement of, or otherwise with respect to, this Agreement or any other Loan Document; provided, that any such taxes attributable to any assignment (other than pursuant to an assignment under Section 2.17), or sale of a participation, to a Transferee shall be excluded from "Other Taxes".

"Overnight Bank Funding Rate": for any day, the rate comprised of both overnight federal funds and overnight eurodollar transactions denominated in Dollars by U.S.-managed banking offices of depository institutions, as such composite rate shall be determined by the NYFRB as set forth on the NYFRB's Website from time to time, and published on the next succeeding Business Day by the NYFRB as an overnight bank funding rate.

"Participant Register": as defined in Section 9.6(b).

"Participants": as defined in Section 9.6(b).

"Patriot Act": as defined in Section 9.15.

"Payment": as defined in Section 8.6(b).

"Payment Notice": as defined in Section 8.6(b).

"PBGC": the Pension Benefit Guaranty Corporation established pursuant to Subtitle A of Title IV of ERISA.

"Percentage": as to any Lender at any time, the percentage which such Lender's Commitment then constitutes of the Total Commitments or, at any time after the

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Commitments shall have terminated, the percentage which the aggregate principal amount of such Lender's Exposure at such time constitutes of the Total Exposures at such time. Notwithstanding the foregoing, in the case of Section 2.21 when a Defaulting Lender shall exist, Percentages shall be determined without regard to any Defaulting Lender's Commitment.

"Person": an individual, partnership, corporation, business trust, joint stock company, trust, unincorporated association, joint venture, Governmental Authority or other entity of whatever nature.

"Plan": at a particular time, any employee benefit plan which is covered by ERISA and in respect of which the Borrower or a Commonly Controlled Entity is (or, if such plan were terminated at such time, would under Section 4069 of ERISA be deemed to be) an "employer" as defined in Section 3(5) of ERISA.

"Plan Asset Regulations": 29 CFR § 2510.3-101 *et seq.*, as modified by Section 3(42) of ERISA, as amended from time to time.

"Prime Rate": the rate of interest last quoted by The Wall Street Journal as the "Prime Rate" in the U.S. or, if The Wall Street Journal ceases to quote such rate, the highest per annum interest rate published by the Board in Federal Reserve Statistical Release H.15 (519) (Selected Interest Rates) as the "bank prime loan" rate or, if such rate is no longer quoted therein, any similar rate quoted therein (as determined by the Administrative Agent) or any similar release by the Board (as determined by the Administrative Agent). Each change in the Prime Rate shall be effective from and including the date such change is publicly announced or quoted as being effective.

"PTE": a prohibited transaction class exemption issued by the U.S. Department of Labor, as any such exemption may be amended from time to time.

"Ratings Type": as defined in the definition of "Applicable Margin".

"Receivables Securitization": any financing pursuant to which accounts receivable of the Borrower or any of its Subsidiaries are (or are purported to be) sold or pledged, which financing shall be non-recourse (except for customary limited recourse provisions) to the Borrower and its Subsidiaries.

"Reference Time": with respect to any setting of the then-current Benchmark means (1) if such Benchmark is the Term SOFR Rate, 5:00 a.m. (Chicago time) on the day that is two [U.S. Government Securities](#) Business Days preceding the date of such setting, or (2) if such Benchmark is not the Term SOFR Rate, the time determined by the Administrative Agent in its reasonable discretion.

"Register": as defined in Section 9.6(d).

"Regulation FD": as defined in Section 9.14.

"Regulatory Change": as to any Lender or any Issuing Lender (or holding company for a Lender or Issuing Lender), any adoption or change occurring or taking effect after the date of this Agreement of or in federal, state, local or foreign laws or regulations (whether or not having the force of law) or the adoption or making or taking effect after such date of any interpretations, directives, or requests applying to any Lender or to any Issuing Lender (or holding company), as the case may be, of or under any federal, state, local or foreign laws or regulations (whether or not having the force of law) by any court or governmental or monetary authority charged with the interpretation or administration thereof.

"Relevant Governmental Body": the Board and/or the NYFRB, the CME Term SOFR Administrator, as applicable, or a committee officially endorsed or convened by the Board and/or the NYFRB or, in each case, any successor thereto.

"Removed Lender": as defined in Section 2.17.

"Required Lenders": at any date, the holders of more than 50% of the Total Commitments then in effect or, if the Commitments have terminated or for the purposes of determining whether to accelerate the Loans pursuant to Section 7, the Total Exposures at such time.

"Requirement of Law": as to any Person, the certificate of incorporation and by-laws or other organizational or governing documents of such Person, and any law, treaty, rule or regulation or determination of an arbitrator or a court or other Governmental Authority, in each case applicable to or binding upon such Person or any of its property or to which such Person or any of its property is subject.

"Resolution Authority": an EEA Resolution Authority or, with respect to any UK Financial Institution, a UK Resolution Authority.

"Responsible Officer": the Chief Financial Officer, the Treasurer or any Assistant Treasurer of the Borrower, or any employee of the Borrower designated by any of the foregoing.

"S&P": Standard & Poor's Financial Services LLC and any successor thereto.

"Sanctioned Country": at any time, a country, region or territory which is itself the subject or target of any Sanctions (as of the Second Amendment Effective Date, the so-called Donetsk People's Republic, the so-called Luhansk People's Republic, the Crimea region of Ukraine, Cuba, Iran, North Korea and Syria).

"Sanctioned Person": at any time, (a) any Person listed in any Sanctions-related list of designated Persons maintained by the Office of Foreign Assets Control of the U.S. Department of the Treasury or the U.S. Department of State, the United Nations Security Council, the European Union or Her~~His~~ Majesty's Treasury, (b) any Person operating, organized or resident in a Sanctioned Country or (c) any Person owned or controlled by any such Person or Persons described in the foregoing clauses (a) or (b).

"Sanctions": economic or financial sanctions or trade embargoes imposed, administered or enforced from time to time by the U.S. government, including those administered by the Office of Foreign Assets Control of the U.S. Department of the Treasury or the U.S. Department of State, the European Union or Her Majesty's Treasury.

"SCE": Southern California Edison Company, a California corporation which is a majority-owned Subsidiary of the Borrower.

"SCE Credit Agreement": the Second Amended and Restated Credit Agreement dated as of the date hereof by and among SCE and the lenders and agents thereto, and for which JPMorgan acts as administrative agent.

"SCE Indenture": the Trust Indenture, dated as of October 1, 1923 between SCE and The Bank of New York Trust Company, N.A. and D.G. Donovan as trustees, as amended and supplemented from time to time.

"Second Amendment": that certain Second Amendment to this Agreement, dated as of May 4, 2022, by and among the Borrower, the Administrative Agent and each Lender party thereto.

"Second Amendment Effective Date": has the meaning assigned to such term in Second Amendment.

"Significant Subsidiary": as defined in Regulation S-X of the United States Securities and Exchange Commission (or any successor), as the same may be amended or supplemented from time to time, excluding any special purpose finance subsidiary that participates in, or is formed in connection with, any Excluded Financing Arrangement described in clause (vi) of the definition of "Indebtedness" hereunder. Unless otherwise qualified, all references to a "Significant Subsidiary" or to "Significant Subsidiaries" in this agreement shall refer to a Significant Subsidiary or Significant Subsidiaries of the Borrower.

"SOFR": a rate equal to the secured overnight financing rate as administered by the SOFR Administrator.

"SOFR Administrator": the NYFRB (or a successor administrator of the secured overnight financing rate).

"SOFR Administrator's Website": the NYFRB's website, currently at <http://www.newyorkfed.org>, or any successor source for the secured overnight financing rate identified as such by the SOFR Administrator from time to time.

"SOFR Determination Date": has the meaning assigned to such term in the definition of "Daily Simple SOFR".

"SOFR Rate Day": has the meaning assigned to such term in the definition of "Daily Simple SOFR".

"Subsidiary": as to any Person, a corporation, partnership or other entity of which shares of stock or other ownership interests having ordinary voting power (other than stock or such other ownership interests having such power only by reason of the happening of a contingency) to elect a majority of the board of directors or other managers of such corporation, partnership or other entity are at the time owned, or the management of which is otherwise controlled, directly or indirectly through one or more intermediaries, or both, by such Person. Unless otherwise qualified, all references to a "Subsidiary" or to "Subsidiaries" in this Agreement shall refer to a Subsidiary or Subsidiaries of the Borrower.

"Term Benchmark": when used in reference to any Loan or borrowing, indicates that such Loan, or the Loans comprising such borrowing, are bearing interest at a rate determined by reference to the Adjusted Term SOFR Rate, other than pursuant to clause (c) of the definition of "ABR".

"Term Benchmark Tranche": the collective reference to Term Benchmark Loans the then current Interest Periods with respect to all of which begin on the same date and end on the same later date

(whether or not such Loans shall originally have been made on the same day).

"Term SOFR Determination Day": has the meaning assigned to such term under the definition of Term SOFR Reference Rate.

"Term SOFR Rate": with respect to any borrowing and for any tenor comparable to the applicable Interest Period, the Term SOFR Reference Rate at approximately 5:00 a.m., Chicago time, two U.S. Government Securities Business Days prior to the commencement of such tenor comparable to the applicable Interest Period, as such rate is published by the CME Term SOFR Administrator.

"Term SOFR Reference Rate": for any day and time (such day, the "Term SOFR Determination Day"), with respect to any borrowing denominated in Dollars and for any tenor comparable to the applicable Interest Period, the rate per annum determined by the Administrative Agent as the forward-looking term rate based on SOFR. If by 5:00 pm (New York City time) on such Term SOFR Determination Day, the "Term SOFR Reference Rate" for the applicable tenor has not been published by the CME Term SOFR Administrator and a Benchmark Replacement Date with respect to the Term SOFR Rate has not occurred, then the Term SOFR Reference Rate for such Term SOFR Determination Day will be the Term SOFR Reference Rate as published in respect of the first preceding U.S. Government Securities Business Day for which such Term SOFR Reference Rate was published by the CME Term SOFR Administrator, so long as such first preceding Business Day is not more than five (5) Business Days prior to such Term SOFR Determination Day.

"Termination Date": the date upon which the Commitments shall terminate, which shall be May 17, ~~2025~~2026, unless extended pursuant to Section 2.18 (including pursuant to the ~~2022~~2023 Extension).

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"Third Amendment": that certain Third Amendment to this Agreement, dated as of May 3, 2023, by and among the Borrower, the Administrative Agent and each Lender party thereto.

"Third Amendment Effective Date": has the meaning assigned to such term in Third Amendment.

"Total Commitments": at any time, the aggregate amount of the Commitments then in effect. The amount of the Total Commitments as of the Effective Date is \$1,500,000,000.

"Total Exposures": at any time, the aggregate amount of the Exposures of all Lenders at such time.

"Transferee": as defined in Section 9.6(f).

"Type": as to any Loan, its nature as an ABR Loan, or a Term Benchmark Loan.

"UK Financial Institution": any BRRD Undertaking (as such term is defined under the PRA Rulebook (as amended from time to time) promulgated by the United Kingdom Prudential Regulation Authority) or any person falling within IFPRU 11.6 of the FCA Handbook (as amended from time to time) promulgated by the United Kingdom Financial Conduct Authority, which includes certain credit institutions and investment firms, and certain affiliates of such credit institutions or investment firms.

"UK Resolution Authority": the Bank of England or any other public administrative authority having responsibility for the resolution of any UK Financial Institution.

"Unadjusted Benchmark Replacement": the applicable Benchmark Replacement excluding the related Benchmark Replacement Adjustment.

"Unsecured Debt Rating": as defined in the definition of "Applicable Margin".

"U.S. Government Securities Business Day": means any day except for (i) a Saturday, (ii) a Sunday or (iii) 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 United States government securities.

"Wells Fargo": Wells Fargo Bank, N.A., a national banking association.

"Withholding Agent": the Borrower and the Administrative Agent.

"Write-Down and Conversion Powers": (a) with respect to any EEA Resolution Authority, the write-down and conversion powers of such EEA Resolution Authority from time to time under the Bail-In Legislation for the applicable EEA Member Country, which write-down and conversion powers are described in the EU Bail-In Legislation Schedule and (b) with respect to the United Kingdom, any powers of the applicable

Resolution Authority under the Bail-In Legislation to cancel, reduce, modify or change the form of a liability of any UK Financial Institution or any contract or instrument under which that liability arises, to convert all or part of that liability into shares, securities or obligations of that person or any other person, to provide that any such contract or instrument is to have effect as if a right had been exercised under it or to suspend any obligation in respect of that liability or any of the powers under that Bail-In Legislation that are related to or ancillary to any of those powers.

1.2. Other Definitional Provisions. (a) Unless otherwise specified therein, all terms defined in this Agreement shall have their defined meanings when used in the Notes or any certificate or other document made or delivered pursuant hereto or thereto.

(b) As used herein and in the Notes and any certificate or other document made or delivered pursuant hereto or thereto, accounting terms relating to the Borrower and its Subsidiaries not defined in Section 1.1 and accounting terms partly defined in Section 1.1, to the extent not defined, shall have the respective meanings given to them under GAAP.

(c) The words "hereof", "herein" and "hereunder" and words of similar import when used in this Agreement shall refer to this Agreement as a whole and not to any particular provision of this Agreement, and Section, Subsection, Schedule and Exhibit references are to this Agreement unless otherwise specified.

(d) The meanings given to terms defined herein shall be equally applicable to both the singular and plural forms of such terms.

(e) The interest rate on a Loan denominated in Dollars may be derived from an interest rate benchmark that may be discontinued or is, or may in the future become, the subject of regulatory reform. Upon the occurrence of a Benchmark Transition Event, Section 2.10(b) provides a mechanism for determining an alternative rate of interest. The Administrative Agent does not warrant or accept any responsibility for, and shall not have any liability with respect to, the administration, submission, performance or any other matter related to any interest rate used in this Agreement, or with respect to any alternative or successor rate thereto, or replacement rate thereof, including without limitation, whether the composition or characteristics of any such alternative, successor or replacement reference rate will be similar to, or produce the same value or economic equivalence of, the existing interest rate being replaced or have the same volume or liquidity as did any existing interest rate prior to its discontinuance or unavailability. The Administrative Agent and its affiliates and/or other related entities may engage in transactions that affect the calculation of any interest rate used in this Agreement or any alternative, successor or alternative rate (including any Benchmark Replacement) and/or any relevant adjustments thereto, in each case, in a manner adverse to the Borrower. The Administrative Agent may select information sources or services in its reasonable discretion to ascertain any interest rate used in this Agreement, any component thereof, or rates referenced in the definition thereof, in each case pursuant to the terms of this Agreement, and shall have

no liability to the Borrower, any Lender or any other person or entity for damages of any kind, including direct or indirect, special, punitive, incidental or consequential damages, costs, losses or expenses (whether in tort, contract or otherwise and whether at law or in equity), for any error

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or calculation of any such rate (or component thereof) provided by any such information source or service.

SECTION 2. AMOUNT AND TERMS OF THE CREDIT FACILITY

2.1. The Commitments; Increase in Total Commitments. (a) Subject to the terms and conditions hereof, each Lender severally agrees to make revolving credit loans in Dollars to the Borrower from time to time during the Commitment Period in an aggregate principal amount at any one time outstanding that will not result in such Lender's Exposure exceeding such Lender's Commitment. During the Commitment Period the Borrower may use the Commitments by borrowing, prepaying the Loans in whole or in part, and reborrowing, all in accordance with the terms and conditions hereof. Notwithstanding anything to the contrary in this Agreement, in no event may Loans be borrowed under this Section 2.1 if, after giving effect thereto, the aggregate principal amount (a) of the Total Exposures at such time would exceed the Total Commitments then in effect or (b) the Exposure of any Lender at such time would exceed such Lender's Commitment. The Loans may from time to time be Term Benchmark Loans or ABR Loans, as determined by the Borrower and notified to the Administrative Agent in accordance with Sections 2.2 and 2.6. The respective obligations of the Lenders under this Agreement are several and not joint and no Lender shall be responsible for the failure of any other Lender to satisfy its obligations hereunder.

(b) In the event that the Borrower wishes from time to time to increase the Total Commitments, it shall notify the Administrative Agent in writing of the amount (the "Commitment Increase Amount") of such proposed increase (such notice, a "Commitment Increase Notice"), and the Administrative Agent shall notify each Lender of such proposed increase. The Borrower may, at its election (i) with the consent of the Issuing Lenders (which consent shall not be unreasonably withheld or delayed) offer one or more of the Lenders the opportunity to participate in all or a portion of the Commitment Increase Amount pursuant to paragraph (d) below and/or (ii) with the consent of the Administrative Agent and the Issuing Lender (which consent shall not be unreasonably withheld or delayed), offer one or more additional banks, financial institutions or other entities the opportunity to participate in all or a portion of the Commitment Increase Amount pursuant to paragraph (c) below. Each Commitment Increase Notice shall specify which Lenders and/or banks, financial institutions or other entities the Borrower desires to participate in such Commitment increase. The Borrower or, if requested by the Borrower, the Administrative Agent, will notify such Lenders and/or banks, financial institutions or other entities of such offer. Each Commitment Increase Amount shall be at least \$50,000,000. If any Issuing Lender does not consent to one or more of the Lenders participating in a Commitment Increase Amount requested by the Borrower, the Borrower may upon written notice to the Administrative Agent and such Issuing Lender reduce the amount set forth in clause (i) of the third sentence of Section 3.2 by an amount equal to such Issuing Lender's Letter of Credit Commitment, and such Issuing Lender shall cease to be an Issuing Lender as of the date of such notice by the Borrower (in which case the consent of such Issuing Lender shall not be required under this Section 2.1(b)), and the Borrower shall make arrangements satisfactory to such Issuing Lender with respect to any outstanding Letters of Credit previously issued by such Issuing Lender.

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(c) Any additional bank, financial institution or other entity which the Borrower selects to offer a participation in the increased Commitments and which elects to become a party to this Agreement and provide a

Commitment in an amount so offered and accepted by it pursuant to Section 2.1(b)(ii) shall execute a New Lender Supplement with the Borrower and the Administrative Agent, substantially in the form of Exhibit F, whereupon such bank, financial institution or other entity (herein called a "New Lender") shall become a Lender for all purposes and to the same extent as if originally a party hereto and shall be bound by and entitled to the benefits of this Agreement, and Schedule 1.1 shall be deemed to be amended to add the name and Commitment of such New Lender, provided that the Commitment of any such new Lender shall be in an amount not less than \$5,000,000.

(d) Any Lender which accepts an offer to it by the Borrower to increase its Commitment pursuant to Section 2.1(b)(i) shall, in each case, execute a Commitment Increase Supplement with the Borrower and the Administrative Agent, substantially in the form of Exhibit G, whereupon such Lender shall be bound by and entitled to the benefits of this Agreement with respect to the full amount of its Commitment as so increased, and Schedule 1.1 shall be deemed to be amended to so increase the Commitment of such Lender.

(e) Notwithstanding anything to the contrary in this Section 2.1, (i) in no event shall any increase effected pursuant to this Section 2.1 cause the Total Commitments hereunder to exceed \$2,000,000,000 and (ii) no Lender shall have any obligation to increase its Commitment unless it agrees to do so in its sole discretion.

(f) On the effective date of each increase in the Commitments pursuant to this Section 2.1 and notwithstanding other provisions of this Agreement to the contrary (i) the Lenders shall make such payments as shall be directed by the Administrative Agent in order that the outstanding Loans shall be held ratably by the Lenders based on their respective Commitments and (ii) participations in outstanding Letters of Credit shall be deemed to be reallocated according to the respective Commitments of the Lenders. Payments of interest, fees and commissions with respect to the Loans and Letters of Credit shall be made to give effect to any adjustments in the Loans and participations in the Letters of Credit made pursuant to this Section 2.1.

(g) On the effective date of each increase in the Commitments pursuant to this Section 2.1, the conditions set forth in paragraphs (b), (c), (e) (with appropriate modifications) and (f) of Section 5.1 and Section 5.3 shall have been satisfied with respect to such increased Commitments as if such paragraphs applied to such increase, mutatis mutandis.

2.2. Procedure for Borrowing. The Borrower may borrow under the Commitments during the Commitment Period on any Business Day, provided that the Borrower shall give the Administrative Agent irrevocable notice, which notice must be executed by a Responsible Officer of the Borrower and received by the Administrative Agent prior to (a) 11:00 A.M., New York City time, three Business Days prior to the requested Borrowing Date, in the case of Term Benchmark Loans, or (b) 1:00 P.M., New York City time, on the requested Borrowing Date, in the case of ABR Loans. Each such notice shall specify (i) the amount to be borrowed, (ii) the requested Borrowing Date, (iii) whether the borrowing is to be of Term Benchmark Loans, ABR Loans, or a combination thereof and (iv) if the borrowing is to be

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entirely or partly of Term Benchmark Loans, the respective lengths of the initial Interest Periods therefor. Each borrowing under the Commitments shall be in an amount equal to (x) in the case of ABR Loans, \$5,000,000 or a whole multiple of \$1,000,000 in excess thereof and (y) in the case of Term Benchmark Loans, \$10,000,000 or a whole multiple of \$1,000,000 in excess thereof; provided that a borrowing under the Commitments that is an ABR Loan may be in any aggregate amount that is required to finance the reimbursement of all or a part of an LC Disbursement as contemplated by Section 3.5. Upon receipt of any such notice from the Borrower, the Administrative Agent shall promptly notify each Lender thereof. Each Lender will make the amount of its pro rata share of each borrowing available to the Administrative Agent for the account of the Borrower at the office of the Administrative Agent specified in Section 9.2 prior to 3:00 P.M., New York City time, on the Borrowing Date requested by the Borrower in funds immediately available to the Administrative Agent. Such borrowing will then be made available to the Borrower by the Administrative Agent crediting the account of the Borrower on the books of such office with the aggregate of the amounts made available to the Administrative Agent by the Lenders promptly upon receipt thereof and in like funds as received by the Administrative Agent; provided that Loans made to

finance the reimbursement of an LC Disbursement as provided in Section 3.5 shall be remitted by the Administrative Agent to the applicable Issuing Lender.

2.3. **Fees.** (a) The Borrower agrees to pay to the Administrative Agent for the account of each Lender a Facility Fee for the period from and including the first day of the Commitment Period to and excluding the Termination Date, computed at the Facility Fee Rate on the average daily amount of the Commitment of such Lender (or, following termination of the Commitment of such Lender, on the average daily amount of the Exposure of such Lender) during the period for which payment is made, payable in arrears on the last day of each March, June, September and December and on the Termination Date and, following termination of the Commitments, on demand. (b) The Borrower agrees to pay to the Administrative Agent for its own account any fees separately agreed to by the Borrower and the Administrative Agent in writing.

(c) The Borrower agrees to pay (i) to the Administrative Agent for the account of each Lender (including the Issuing Lender) a Letter of Credit Participation Fee with respect to its participations in Letters of Credit, which shall accrue at the Letter of Credit Participation Fee Rate on the average daily amount of such Lender's LC Exposure (excluding any portion thereof attributable to unreimbursed LC Disbursements) during the period from and including the Effective Date to but excluding the later of the date on which such Lender's Commitment terminates and the date on which such Lender ceases to have any LC Exposure, and (ii) to each Issuing Lender a fronting fee (the "Letter of Credit Fronting Fee"), which shall accrue at the rate per annum separately agreed with such Issuing Lender on the average daily amount of the LC Exposure of such Issuing Lender (excluding any portion thereof attributable to unreimbursed LC Disbursements) during the period from and including the Effective Date to but excluding the later of the date of termination of the Commitments and the date on which there ceases to be any LC Exposure, as well as such Issuing Lender's standard fees with respect to the issuance, amendment, renewal, extension or administration of any Letter of Credit or processing of drawings thereunder, such standard fees of each Issuing Lender as in effect as of the Effective Date having been disclosed in writing to Borrower prior to the Effective Date. Letter of Credit Participation Fees and Letter of Credit Fronting Fees accrued through and including the last day

of March, June, September and December of each year shall be payable on each such last day, commencing on the first such date to occur after the Effective Date; provided that all such fees shall be payable on the date on which the Commitments terminate and any such fees accruing after the date on which the Commitments terminate shall be payable on demand. Any other fees payable to any Issuing Lender pursuant to this paragraph shall be payable within 15 Business Days after demand.

2.4. **Repayment of Loans; Evidence of Debt.** (a) The Borrower hereby unconditionally promises to pay to the Administrative Agent for the account of each Lender the then unpaid principal amount of each Loan of such Lender on the Termination Date (or such earlier date on which the Loans become due and payable pursuant to Section 7). The Borrower hereby further agrees to pay interest on the unpaid principal amount of the Loans from time to time outstanding from the Effective Date until payment in full thereof at the rates per annum, and on the dates, set forth in Section 2.8. (b) Each Lender shall maintain in accordance with its usual practice an account or accounts evidencing indebtedness of the Borrower to such Lender resulting from each Loan of such Lender from time to time, including the amounts of principal and interest payable and paid to such Lender from time to time under this Agreement.

(c) The Administrative Agent shall maintain the Register pursuant to Section 9.6(d), and a subaccount therein for each Lender, in which shall be recorded (i) the amount of each Loan made hereunder, the Type thereof and each Interest Period applicable thereto, (ii) the amount of any principal or interest due and payable or to become due and payable from the Borrower to each Lender hereunder and (iii) both the amount of any sum received by the Administrative Agent hereunder from the Borrower and each Lender's share thereof.

(d) The entries made in the Register and the accounts of each Lender maintained pursuant to Section 2.4(b) shall, to the extent permitted by applicable law, be prima facie evidence of the existence and

amounts of the obligations of the Borrower therein recorded; provided, however, that the failure of any Lender or the Administrative Agent to maintain the Register or any such account, or any error therein, shall not in any manner affect the obligation of the Borrower to repay (with applicable interest) the Loans made to the Borrower by such Lender in accordance with the terms of this Agreement.

(e) The Borrower agrees that, upon the request to the Administrative Agent by any Lender, the Borrower will execute and deliver to such Lender a promissory note of the Borrower evidencing the Loans of such Lender, substantially in the form of Exhibit A with appropriate insertions as to date and principal amount (a "Note").

2.5. Prepayments and Termination or Reduction of Commitments. (a) The Borrower may, upon not less than three Business Days' notice to the Administrative Agent, terminate or reduce the unutilized amount of the Commitments. Any reduction of the Commitments shall be in an amount equal to \$10,000,000 or a whole multiple of \$1,000,000 in excess thereof and shall reduce permanently the Commitments then in effect. (b) The Borrower may at any time and from time to time prepay the Loans, in whole or in part, without premium or penalty, upon at least three Business Days' irrevocable notice to the Administrative Agent; provided that such notice may state that such prepayment is contingent on the closing of another transaction. Each such notice shall specify the date and amount of prepayment and whether the

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prepayment is of Term Benchmark Loans, ABR Loans or a combination thereof, and, if of a combination thereof, the amount allocable to each. Upon receipt of any such notice the Administrative Agent shall promptly notify each Lender thereof. If any such notice is given, subject to such contingency, the amount specified in such notice shall be due and payable on the date specified therein, together with any amounts payable pursuant to Section 2.15 and (except in the case of ABR Loans) accrued interest to but excluding such date on the amount prepaid. Partial prepayments shall be in an aggregate principal amount of \$5,000,000 or a whole multiple of \$1,000,000 in excess thereof.

2.6. Conversion and Continuation Options. ABR Loans may, at any time, be converted into Term Benchmark Loans and Term Benchmark Loans may, on the last day of any Interest Period applicable thereto, be converted into ABR Loans or continued as Term Benchmark Loans (the date of any such conversion, the "Conversion Date"), as follows: (a) In order to continue outstanding Term Benchmark Loans as Term Benchmark Loans for another Interest Period, or to convert ABR Loans to Term Benchmark Loans, the Borrower shall give the Administrative Agent irrevocable notice thereof prior to 11:00 A.M. New York City time, three Business Days before the first day of the Interest Period to be applicable to such continued or converted Term Benchmark Loans, which notice shall specify the length of the Interest Period requested by the Borrower to be applicable to such Loans.

(b) No Loan may be converted into, or continued as, a Term Benchmark Loan when any Event of Default has occurred and is continuing and the Administrative Agent has or the Required Lenders have determined in its or their sole discretion not to permit such a continuation.

(c) If the Borrower fails to give a notice as described above in this Section 2.6 to continue an outstanding Term Benchmark Loan or to convert such Loan to an ABR Loan, or if such continuation or conversion is not permitted pursuant to paragraph (b) above, such Loans shall be automatically converted to ABR Loans on the last day of the then expiring Interest Period applicable to such Loans.

(d) The Administrative Agent shall promptly notify each Lender of each notice received by the Administrative Agent from the Borrower pursuant to this Section 2.6.

2.7. Minimum Amounts and Maximum Number of Tranches. All borrowings, prepayments, conversions and continuations of Loans hereunder and all selections of Interest Periods hereunder shall be in such amounts and be made pursuant to such elections so that, after giving effect thereto, the aggregate principal amount of the Loans comprising each Term Benchmark Tranche shall be equal to \$10,000,000 or a whole multiple

of \$1,000,000 in excess thereof. In no event shall there be more than five Term Benchmark Tranches outstanding at any time.

2.8. **Interest Rates and Payment Dates.** (a) Each Term Benchmark Loan shall bear interest for each day during each Interest Period with respect thereto at a rate per annum

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equal to the Adjusted Term SOFR Rate determined for such day plus the Applicable Margin therefor.

(b) Each ABR Loan shall bear interest for each day from the applicable Borrowing Date or Conversion Date at a rate per annum equal to the ABR plus the Applicable Margin therefor.

(c) If all or a portion of (i) the principal amount of any Loan or reimbursement obligation in respect of any LC Disbursement, (ii) any interest payable thereon or (iii) any fee or other amount payable hereunder shall not be paid when due (whether at the stated maturity, by acceleration or otherwise), such overdue amount shall, to the extent permitted by applicable law, bear interest at a rate per annum which is equal to the rate applicable to ABR Loans pursuant to Section 2.8(b) plus 2% from the date of such non-payment to (but excluding) the date on which such amount is paid in full (after as well as before judgment).

(d) Interest shall be payable in arrears on each Interest Payment Date, provided that interest accruing pursuant to paragraph (c) of this Section shall be payable from time to time on demand and on the Termination Date.

2.9. **Computation of Interest and Fees.** (a) Interest calculated on the basis of the Prime Rate shall be calculated on the basis of a 365- (or 366-, as the case may be) day year for the actual days elapsed; and, otherwise, interest and Facility Fees, Letter of Credit Participation Fees and Letter of Credit Fronting Fees shall be calculated on the basis of a 360-day year for the actual days elapsed. The Administrative Agent shall as soon as practicable notify the Borrower and the Lenders of each determination of the Adjusted Term SOFR Rate.

(b) Each determination of an interest rate by the Administrative Agent pursuant to any provision of this Agreement shall be conclusive and binding on the Borrower and the Lenders in the absence of manifest error upon all parties concerned. The Administrative Agent shall deliver to the Borrower upon request a statement showing the quotations used. Plan may be modified or terminated by the Administrative Agent Committee at any time.

8. Plan Administration. Except as otherwise provided in determining any interest rate pursuant to Section 2.8(a) or (b).

2.10. **Inability to Determine Interest Rate.** (a) Subject to clauses (b), (c), (d), (e) and (f) other Sections of this Section 2.10, if: (i) the Administrative Agent determines (which determination shall be conclusive absent manifest error) prior to the commencement of any Interest Period for a Term Benchmark borrowing, that adequate and reasonable means do not exist for ascertaining the Adjusted Term SOFR Rate or the Term SOFR Rate (including because the Term SOFR Reference Rate is not available or published on a current basis) for such Interest Period; or

3. (ii) the Administrative Agent shall have received notice from the Required Lenders that prior to the commencement of any Interest Period for a Term Benchmark borrowing, the Adjusted Term SOFR Rate for such Interest Period will not adequately and fairly reflect the cost to such Lenders (or Lender) of making or maintaining their Loans (or its Loan) included in such borrowing for such Interest Period;

then the Administrative Agent shall give notice thereof to the Borrower and the Lenders by telephone, facsimile or electronic mail as promptly as practicable thereafter and, until (x) the Administrative Agent notifies the Borrower and the Lenders that the circumstances giving rise to

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such notice no longer exist and (y) the Borrower delivers a new Interest Election Request in accordance with the terms of Section 2.6 or a new borrowing request in accordance with the terms of Section 2.2, any Interest Election Request that requests the conversion of any borrowing to, or continuation of any borrowing as, a Term Benchmark borrowing and any borrowing request that requests a Term Benchmark borrowing shall instead be deemed to be an Interest Election Request or borrowing request, as applicable, for an ABR borrowing. Furthermore, if any Term Benchmark Loan is outstanding on the date of the Borrower's receipt of the notice from the Administrative Agent referred to in this Section 2.10(a), then until (x) the Administrative Agent notifies the Borrower and the Lenders that the circumstances giving rise to such notice no longer exist and (y) the Borrower delivers a new Interest Election Request in accordance with the terms of Section 2.6 or a new borrowing request in accordance with Section 2.2, such Term Benchmark Loan shall on the last day of the Interest Period applicable to such Loan (or the next succeeding Business Day if such day is not a Business Day), be converted by the Administrative Agent to, and shall constitute, an ABR Loan on such day.

(b) Notwithstanding anything to the contrary herein or in any other Loan Document, if a Benchmark Transition Event and its related Benchmark Replacement Date have occurred prior to the Reference Time in respect of any setting of the then-current Benchmark, then (x) if a Benchmark Replacement is determined in accordance with clause (1) of the definition of "Benchmark Replacement" for such Benchmark Replacement Date, such Benchmark Replacement will replace such Benchmark for all purposes hereunder and under any Loan Document in respect of such Benchmark setting and subsequent Benchmark settings without any amendment to, or further action or consent of any other party to, this Agreement or any other Loan Document and (y) if a Benchmark Replacement is determined in accordance with clause (2) of the definition of "Benchmark Replacement" for such Benchmark Replacement Date, such Benchmark Replacement will replace such Benchmark for all purposes hereunder and under any Loan Document in respect of any Benchmark setting at or after 5:00 p.m. (New York City time) on the fifth (5th) Business Day after the date notice of such Benchmark Replacement is provided to the Lenders without any amendment to, or further action or consent of any other party to, this Agreement or any other Loan Document so long as the Administrative Agent has not received, by such time, written notice of objection to such Benchmark Replacement from Lenders comprising the Required Lenders.

(c) In connection with use or Plan, administration of the Term SOFR Rate or the use, administration, adoption or implementation of a Benchmark Replacement, the Administrative Agent will have the right to make Benchmark Replacement Conforming Changes from time to time and, notwithstanding anything Plan is delegated to the contrary herein or in any other Loan Document, any amendments implementing such Benchmark Replacement Conforming Changes will become effective without any further action or consent senior officer of any other party to this Agreement or any other Loan Document.

(d) The Administrative Agent will promptly notify the Borrower and the Lenders of (i) any occurrence of a Benchmark Transition Event, (ii) the implementation of any Benchmark Replacement, (iii) the effectiveness of any Benchmark Replacement Conforming Changes, (iv) the removal or reinstatement of any tenor of a Benchmark pursuant to clause (e) below and (v) the commencement or conclusion of any Benchmark Unavailability Period. Any determination, decision or election that may be made by the Administrative Agent or, if

applicable, any Lender (or group of Lenders) pursuant to this Section 2.10, including any determination with respect to a 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 and may be made in its or their sole discretion and without consent from any other party to this Agreement or any other Loan Document, except, in each case, as expressly required pursuant to this Section 2.10.

(e) Notwithstanding anything EIX responsible for Human Resources (and to the contrary herein or in any EIX director responsible for executive compensation (the "EIX EC Director") if EIX does not have an officer responsible for Human Resources other Loan Document, at any time (including in connection with than the implementation of a Benchmark Replacement), (i) if the then-current Benchmark is a term rate (including the Term SOFR Rate) EIX CEO) and either (a) any tenor for such Benchmark is not displayed on a screen or other information service that publishes such rate from time to time as selected by the Administrative Agent in its reasonable discretion or (a) the regulatory supervisor for the administrator of such Benchmark has provided a public statement or publication of information announcing that any tenor for such Benchmark is or will be no longer representative, then the Administrative Agent may modify the definition of "Interest Period" for any Benchmark settings at or after such time to remove such unavailable or non-representative tenor and (i) if a tenor that was removed pursuant to clause (i) above either (a) is subsequently displayed on a screen or information service for a Benchmark (including a Benchmark Replacement) or (a) is not, or is no longer, subject to an announcement that it is or will no longer be representative for a Benchmark (including a Benchmark Replacement), then the Administrative Agent may modify the definition of "Interest Period" for all Benchmark settings at or after such time to reinstate such previously removed tenor.

(f) Upon the Borrower's receipt of notice of the commencement of a Benchmark Unavailability Period, the Borrower may revoke any request for a Term Benchmark borrowing, conversion to or continuation of Term Benchmark Loans to be made, converted or continued during any Benchmark Unavailability Period and, failing that, the Borrower will be deemed to have converted any request for a Term Benchmark borrowing into a request for a borrowing of or conversion to an ABR borrowing. During any Benchmark Unavailability Period or at any time that a tenor for the then-current Benchmark is not an Available Tenor, the component of ABR based upon the then-current Benchmark or such tenor for such Benchmark, as applicable, will not be used in any determination of ABR. Furthermore, if any Term Benchmark Loan is outstanding on the date of the Borrower's receipt of notice of the commencement of a Benchmark Unavailability Period, then until such time as a Benchmark Replacement is implemented pursuant to this Section 2.10, such Term Benchmark Loan shall on the last day of the Interest Period applicable to such Loan designees acting under his/her (or the next succeeding Business Day if such day EIX EC Director's) direction. Such officer is not a Business Day), be converted by authorized (and the Administrative Agent EIX EC Director is authorized) to and shall constitute, an ABR Loan on such day.

2.11. Pro Rata Treatment and Payments. (a) Each borrowing by the Borrower from the Lenders hereunder, and, except as provided in Section 2.21, each payment by the Borrower of any Facility Fee or Letter of Credit Participation Fee hereunder, except as provided in Section 2.21, each payment (including each prepayment) by the Borrower on account of principal of and interest on the Loans, and any reduction of the Commitments of the Lenders shall be made pro rata according approve ministerial amendments to the Percentages of the Lenders, in each case except Plan, to the extent another provision of this Agreement specifies a different treatment. All payments (including prepayments) interpret Plan provisions, and to be made by the Borrower hereunder, whether on account of principal,

interest, fees or otherwise, shall be made without set off or counterclaim and shall be made prior to 4:00 P.M., New York City time, on the due date thereof to the Administrative Agent (except payments to be made directly to the Issuing Lender as expressly provided herein), for the account of the Lenders, at the Administrative Agent's office specified in Section 9.2, in Dollars and in immediately available funds. The Administrative Agent shall distribute such payments to the Lenders promptly upon receipt in like funds as received. If any payment hereunder becomes due and payable on a day other than a Business Day, such payment shall be extended to the next succeeding Business Day, and, with respect to payments of principal, interest thereon shall be payable at the then applicable rate during such extension.

(b) Unless the Administrative Agent shall have been notified in writing by any Lender prior to a borrowing that such Lender will not make the amount that would constitute its share of such borrowing available to the Administrative Agent, the Administrative Agent may assume that such Lender is making such amount available

to the Administrative Agent, and the Administrative Agent may, in reliance upon such assumption, make available to the Borrower a corresponding amount. If such amount is not made available to the Administrative Agent by the required time on the Borrowing Date therefor, such Lender shall pay to the Administrative Agent, on demand, such amount with interest thereon at a rate equal to the daily average Federal Funds Effective Rate for the period until such Lender makes such amount immediately available to the Administrative Agent. A certificate of the Administrative Agent submitted to any Lender with respect to any amounts owing under this Section shall be conclusive in the absence of manifest error. If such Lender's pro rata share of such borrowing is not made available to the Administrative Agent by such Lender within three Business Days of such Borrowing Date, the Administrative Agent shall also be entitled to repayment of such amount with interest thereon at the rate per annum otherwise applicable to such Loans hereunder, on demand, from the Borrower and, upon such payment, no further interest shall be payable with respect to such amount. The payment of interest by a Lender to the Administrative Agent pursuant to this Section 2.11(b) shall not be deemed to be a waiver of any right the Borrower may have against such Lender for such Lender's failure to make Loans to the Borrower as required hereunder.

2.12. Illegality. Notwithstanding any other provision herein, if the adoption of or any change in any Requirement of Law or in the interpretation or application thereof shall make it unlawful for any Lender to make or maintain Term Benchmark Loans, or to determine or charge interest rates based upon SOFR, Term SOFR Rate or Adjusted Term SOFR Rate as contemplated by this Agreement (a) such Lender shall promptly give notice thereof to the Borrower and the Administrative Agent, (b) the commitment of such Lender hereunder to make Term Benchmark Loans, continue Term Benchmark Loans as such and convert ABR Loans to Term Benchmark Loans shall forthwith be cancelled and (c) such Lender's outstanding Term Benchmark Loans, if any, shall be converted automatically to ABR Loans on the respective last days of the then current Interest Periods with respect to such Loans or within such earlier period as required by law. 2.13. Additional Costs. (a) If, as a result of any Regulatory Change: (i) any Lender or any Issuing Lender shall be subject to any tax of any kind whatsoever with respect to amounts payable to it under this Agreement, or the basis of taxation of payments to such Lender or such Issuing Lender in respect thereof is changed (except, in each case, for Non-Excluded Taxes covered by Section 2.14, taxes described in clauses (x) through (z) of Section 2.14(a), net income taxes, franchise taxes, and branch profits taxes, and approve changes in the rate of tax on the overall net income of such Lender); or

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(ii) any reserve, special deposit, capital adequacy, liquidity, compulsory loan or similar requirements relating to any extensions of credit or other assets of, or any deposits with or other liabilities of, any Lender or any Issuing Lender, which requirements are generally applicable to extensions of credit or other assets of, or deposits with or other liabilities of, such Lender or such Issuing Lender, are imposed, modified, or deemed applicable; or

(iii) any other condition, cost or expense (other than taxes) affecting this Agreement, any Loans or any Letter of Credit or participation therein is imposed on any Lender or any Issuing Lender after the date hereof, which condition, cost or expense (other than taxes) is generally applicable to loans made by such Lender or such Issuing Lender; and

any Lender or any Issuing Lender, as the case may be, determines that, by reason thereof, the cost to such Lender or Issuing Lender (or a holding company of any Lender or Issuing Lender) of making, continuing, converting or maintaining its Commitment or any of its Loans to the Borrower, or the cost (including reduced rate of return) to such Lender or Issuing Lender of participating in, issuing or maintaining any Letter of Credit, as the case may be, is increased or any amount receivable by such Lender or Issuing Lender hereunder in respect of any of such Loans or Letters of Credit is reduced or the rate of return on such Lender's or Issuing Lender's (or holding company's) capital is reduced (taking into consideration such Lender's or holding company's policies with respect to capital adequacy and liquidity), in each case by an amount reasonably deemed by such Lender or Issuing Lender to be material (such increases in cost and reductions in amounts receivable being herein called "Additional Costs"), then the Borrower shall pay to such Lender or Issuing Lender, as the case may be, upon its request the

additional amount or amounts as will compensate such Lender or Issuing Lender, as the case may be, for such Additional Costs within 15 Business Days after written notice of such Additional Costs is received by the Borrower; provided, however, that if all or any such Additional Costs would not have been payable or incurred but for such Lender's or Issuing Lender's voluntary decision to designate a new Lending Office, the Borrower shall have no obligation under this Section 2.13 to compensate such Lender or Issuing Lender for such amount relating to such Lender's or Issuing Lender's decision; provided, further, that the Borrower shall not be required to make any payments to such Lender or Issuing Lender for Additional Costs incurred more than 60 days prior to the date that such Lender or Issuing Lender, as the case may be, notifies the Borrower of such Lender's or Issuing Lender's intention to claim compensation therefor.

(b) [Reserved]

(c) Notwithstanding anything herein to the contrary, (i) all requests, rules, guidelines, requirements and directives promulgated by the Bank for International Settlements, the Basel Committee on Banking Supervision (or any successor or similar authority) or by United States or foreign regulatory authorities, in each case pursuant to Basel III, and (ii) the Dodd-Frank Wall Street Reform and Consumer Protection Act and all requests, rules, guidelines, requirements and directives thereunder or issued in connection therewith or in implementation thereof, shall in each case be deemed to be a Regulatory Change, regardless of the date enacted, adopted, issued or implemented.

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(d) Each Lender will notify the Borrower and the Administrative Agent of any Regulatory Change occurring after the date of this Agreement which will entitle such Lender or Issuing Lender, as the case may be, to compensation pursuant to Section 2.13(a) or (c) as promptly as practicable after it obtains knowledge thereof and determines to request such compensation. If such Lender or Issuing Lender requests compensation under Section 2.13(a) or (c), the Borrower may, by notice to such Lender or Issuing Lender, as applicable, require that such Lender or Issuing Lender forward to the Borrower a statement setting forth the basis for requesting such compensation and the method for determining the amount thereof.

Determinations by any Lender or Issuing Lender for purposes of this Section 2.13 of the effect of any Regulatory Change shall be conclusive, provided that such determinations are made absent manifest error.

2.14. Taxes. (a) All payments made by or on behalf of the Borrower under this Agreement and any Notes shall be made free and clear of, and without deduction or withholding for or on account of, any present or future income, stamp or other taxes, levies, imposts, duties, charges, fees, deductions or withholdings, now or hereafter imposed, levied, collected, withheld or assessed by any Governmental Authority, excluding net income taxes and franchise taxes (imposed in lieu of net income taxes) and branch profits taxes imposed on the Administrative Agent or any Lender in a jurisdiction (or political subdivision thereof) in which the Administrative Agent or such Lender is organized, in which its applicable Lending Office is located, or as a result of a present or former connection between the Administrative Agent or such Lender and the jurisdiction of the Governmental Authority imposing such tax or any political subdivision or taxing authority thereof or therein (other than any such connection arising solely from the Administrative Agent or such Lender having executed, delivered or performed its obligations or received a payment under, or enforced, this Agreement or any other Loan Document), unless the Borrower is compelled by law to make such deduction or withholding. If any such non-excluded taxes, levies, imposts, duties, charges, fees deductions or withholdings ("Non-Excluded Taxes") or any Other Taxes are required to be withheld from any amounts payable to the Administrative Agent or any Lender, as determined in good faith by the applicable Withholding Agent, (i) such amounts shall be paid to the relevant Governmental Authority in accordance with applicable law and (ii) the amounts so payable by the Borrower to the Administrative Agent or such Lender shall be increased to the extent necessary to yield to the Administrative Agent or such Lender (after payment of all Non-Excluded Taxes and Other Taxes) interest or any such other amounts payable hereunder at the rates or in the amounts they would have received had no such obligation been imposed; provided, however, that, notwithstanding anything in this Agreement to the contrary, the Borrower shall not be required to increase any such

amounts payable to any Lender with respect to any Non-Excluded Taxes that are (x) United States withholding taxes (including United States federal, state and local backup withholding taxes) resulting from any Requirement of Law in effect on the date such Lender becomes a party to this Agreement (other than pursuant to an assignment request by the Borrower under Section 2.17), (y) attributable to (i) such Lender's designation of a different Lending Office (provided that such Non-Excluded Taxes are imposed at the time of the first payment to such Lender under this Agreement following such designation and excluding any designation occurring pursuant to Section 2.16) or (ii) such Lender's failure to comply with the requirements of paragraph (e) of this Section 2.14 or (z) United States federal withholding taxes

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imposed under FATCA.

(b) In addition, the Borrower shall pay any Other Taxes to the relevant Governmental Authority in accordance with applicable law.

(c) Whenever any Non-Excluded Taxes or Other Taxes are payable by the Borrower, as promptly as possible thereafter the Borrower shall send to the Administrative Agent for the account of the Administrative Agent or the relevant Lender, as the case may be, certificates or other valid vouchers or receipts received by the Borrower or other evidence reasonably satisfactory to the Administrative Agent or the relevant Lender showing payment thereof. Subject to Section 2.14(a), if (i) the Borrower fails to pay any such Non-Excluded Taxes or Other Taxes when due to the appropriate taxing authority, (ii) fails to remit to the Administrative Agent the required receipts or other required documentary evidence or (iii) any Non-Excluded Taxes or Other Taxes are imposed directly upon the Administrative Agent or any Lender, the Borrower shall indemnify the Administrative Agent and the Lenders for such amounts and any incremental taxes, interest or penalties that may become payable by the Administrative Agent or any Lender as a result of any such failure in the case of (i) and (ii), or any such direct imposition in the case of (iii).

(d) Each Lender shall indemnify the Administrative Agent for the full amount of any taxes, levies, imposts, duties, charges, fees, deductions, withholdings or similar charges imposed by any Governmental Authority that are attributable to such Lender and that are payable or paid by the Administrative Agent, together with all interest, penalties, reasonable costs and expenses arising therefrom or with respect thereto, as determined by the Administrative Agent in good faith. A certificate as to the amount of such payment or liability delivered to any Lender by the Administrative Agent shall be conclusive absent manifest error.

(e) Each Lender that is a "United States Person" as defined in Section 7701(a)(30) of the Code shall deliver to the Borrower and the Administrative Agent on or before the date on which it becomes a party to this Agreement two properly completed and duly signed copies of U.S. Internal Revenue Service Form W-9 (or any successor form) certifying that such Lender is exempt from U.S. federal withholding tax. Each Lender (or Transferee) that is not a "United States Person" as defined in Section 7701(a)(30) of the Code (a "Non-U.S. Lender") shall deliver to the Borrower and the Administrative Agent (or, in the case of a Participant, to the Lender from which the related participation shall have been purchased) (i) two copies of U.S. Internal Revenue Service Form W-8BEN or W-8BEN-E (certifying as to entitlement to treaty benefits), Form W-8ECI (claiming exemption from withholding because the income is effectively connected with a U.S. trade or business) or Form W-8IMY (together with any applicable underlying Internal Revenue Service forms), as applicable, (ii) in the case of a Non-U.S. Lender claiming exemption from U.S. federal withholding tax under Section 871(h) or 881(c) of the Code with respect to payments of "portfolio interest", a statement substantially in the form of Exhibit B and the applicable Internal Revenue Service Form W-8, or any subsequent versions thereof or successors thereto properly completed and duly executed by such Non-U.S. Lender claiming complete exemption from, or a reduced rate of, U.S. federal withholding tax on payments under this Agreement and the other Loan Documents, or (iii) any other form prescribed by applicable requirements of U.S. federal income tax law as a basis for claiming exemption from or a reduction in U.S. federal withholding tax duly completed together with such supplementary documentation as may

be prescribed by applicable requirements of law to permit the Borrower and the Administrative Agent to determine the withholding or deduction required

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to be made. Such forms, certificates, and statements shall be delivered by each Lender on or before the date it becomes a party to this Agreement (or, in the case of any Participant, on or before the date such Participant purchases the related participation) and from time to time thereafter upon the request of the Borrower or the Administrative Agent. In addition, each Lender shall deliver such forms, certificates, and statements promptly upon the obsolescence or invalidity of any form previously delivered by such Lender, or upon the reasonable request by the Borrower or the Administrative Agent. Each Lender shall promptly notify the Borrower and the Administrative Agent at any time it determines that it is no longer in a position to provide any previously delivered form, certificate, or statement to the Borrower (or any other form, statement, or certification adopted by the U.S. taxing authorities for such purpose). Each Lender agrees to (x) promptly notify the Administrative Agent and Borrower if any fact set forth in any such form, certificate, or statement ceases to be true and correct and (y) take such steps and may be reasonably necessary to avoid any applicable Requirements of Law that Borrower make any deduction or withholding for taxes from amounts payable to the Lender under this Agreement. Notwithstanding any other provision of this paragraph, a Non-U.S. Lender shall not be required to deliver any form pursuant to this paragraph after the date it becomes a party to this Agreement (or, in the case of any Participant, after the date such Participant purchases the related participation) that such Non-U.S. Lender is not legally able to deliver. Notwithstanding any other provision of this paragraph, the completion, execution and submission of such documentation described in Section 2.14(e)(iii) shall not be required if in a Lender's reasonable judgment such completion, execution or submission would subject such Lender to any material unreimbursed cost or expense or would materially prejudice the legal or commercial position of such Lender. If a payment made to a Lender under any Loan Document would be subject to U.S. federal withholding tax imposed by FATCA if such Lender were to fail to comply with the applicable reporting requirements of FATCA (including those contained in Section 1471(b) or 1472(b) of the Code, as applicable), such Lender shall deliver to the Borrower and the Administrative Agent at the time or times prescribed by law and at such time or times reasonably requested by the Borrower regulation. Any decision or the Administrative Agent such documentation prescribed by applicable law (including as prescribed by Section 1471(b)(3)(C)(i) of the Code) and such additional documentation reasonably requested by the Borrower or the Administrative Agent as may be necessary for the Borrower and the Administrative Agent to comply with their obligations under FATCA and to determine that such Lender has complied with such Lender's obligations under FATCA or to determine the amount to deduct and withhold from such payment. Solely for purposes of the preceding sentence, "FATCA" shall include any amendments made to FATCA after the date of this Agreement. For purposes of this Section 2.14(e), the term "Lender" includes the Administrative Agent.

(f) If the Administrative Agent or any Lender determines, in its reasonable discretion, that it has received a refund of any Non-Excluded Taxes or Other Taxes as to which it has been indemnified by the Borrower or with respect to which the Borrower has paid additional amounts pursuant to this Section 2.14, it shall pay over such refund to the Borrower (but only to the extent of indemnity payments made, or additional amounts paid, by the Borrower under this Section 2.14 with respect to the Non-Excluded Taxes or Other Taxes giving rise to such refund), net of all reasonable out-of-pocket expenses of such Lender incurred in obtaining such refund and without interest (other than any interest paid by the relevant Governmental Authority with respect to such refund); provided, that the Borrower, upon the request of such Lender, agrees to repay the amount paid over to the Borrower (plus any penalties, interest or other charges)

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imposed by the relevant Governmental Authority) to such Lender in the event such Lender is required to repay such refund to such Governmental Authority. This paragraph shall not be construed to require any Lender to make available its tax returns (or any other information relating to its taxes which it deems confidential) to the Borrower or any other Person.

(g) For purposes of this Section 2.14, the term “Lender” includes the Issuing Lenders.

2.15. Indemnity. The Borrower agrees to indemnify each Lender and to hold each Lender harmless from any loss or expense which such Lender may sustain or incur as a consequence of (a) default by the Borrower in making a borrowing of Term Benchmark Loans or in the conversion into or continuation of Term Benchmark Loans, after the Borrower has given a notice requesting or accepting the same in accordance with the provisions of this Agreement, (b) default by the Borrower in making any prepayment of Term Benchmark Loans after the Borrower has given a notice thereof (including following any revocation of such notice permitted hereunder) in accordance with the provisions of this Agreement, or (c) the making of a prepayment of Term Benchmark Loans on a day which is not the last day of an Interest Period with respect thereto. Such indemnification may include an amount equal to the excess, if applicable, of (i) the amount of interest which would have accrued on the amount so prepaid, or not so borrowed, converted or continued, for the period from the date of such prepayment or of such failure to borrow, convert or continue to but excluding the last day of the relevant Interest Period (or proposed Interest Period) at the applicable rate of interest for such Loans provided for herein (excluding, however, the Applicable Margin) over (ii) the amount of interest (as reasonably determined by such Lender) which would have accrued to such Lender on such amount by placing such amount on deposit for a comparable period with leading banks in the interbank market. A certificate of such Lender setting forth the basis for determining such amount or amounts necessary to compensate such Lender shall be forwarded to the Borrower through the Administrative Agent and shall be conclusively presumed to be correct save for manifest error. 2.16. Change of Lending Office. Each Lender agrees that if it makes any demand for payment under Sections 2.13 or 2.14, or if any adoption or change of the type described in Section 2.12 shall occur with respect to it, it will use reasonable efforts (consistent with its internal policy and legal and regulatory restrictions and so long as such efforts would not be disadvantageous to it, as determined in its sole discretion) to designate a different Lending Office if the making of such a designation would reduce or obviate the need for the Borrower to make payments under Sections 2.13 or 2.14, or would eliminate or reduce the effect of any adoption or change described in Section 2.12. 2.17. Replacement of Lenders under Certain Circumstances. The Borrower shall be permitted to replace any Lender (a) that requests reimbursement for amounts owing pursuant to Sections 2.13 or 2.14 (for itself or its Participant) or for which amounts are otherwise payable by the Borrower pursuant to Section 2.14, (b) that is affected in the manner described in Section 2.12 and as a result thereof any of the events described in clauses (b) or (c) of such Section occur, (c) that is a Defaulting Lender, a Downgraded Lender, or a Declining Lender, or (d) that does not consent to an amendment or waiver that requires the consent of all Lenders (or all affected Lenders) and has been approved by the Required Lenders, in each case, with a replacement bank or other financial institution; provided that (i) such replacement does not conflict with any Requirement of Law, (ii) no Event of Default shall have occurred and be continuing at the time of such replacement (or, if an Event of Default exists, the Required Lenders consent to such replacement), (iii) the Borrower shall

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repay (or the replacement bank or institution shall purchase, at par), without duplication, all Loans, participations in LC Disbursements and other amounts owing to such replaced Lender on or prior to the date of replacement, (iv) the Borrower shall be liable to such replaced Lender under Section 2.15 if any outstanding Term Benchmark Loan owing to such replaced Lender shall be prepaid (or purchased) other than on the last day of the Interest Period relating thereto, (v) the replacement bank or institution, if not already a Lender, shall be reasonably satisfactory to the Administrative Agent, (vi) the replaced Lender shall be obligated to make such replacement in accordance with the provisions of Section 9.6 (c) and (e) (provided that the Borrower or the replacement bank or institution shall be obligated to pay the registration and processing fee referred to therein) or pursuant to other procedures reasonably agreed to by the Borrower and the Administrative Agent (which may include a deemed assignment), (vii) until such

time as such replacement shall be consummated, the Borrower shall pay all additional amounts (if any) required pursuant to Sections 2.13 or 2.14, as the case may be, and (viii) any such replacement shall not be deemed to be a waiver of any rights which the Borrower, the Administrative Agent or any other Lender shall have against the replaced Lender.

The Borrower shall have the right to terminate in full the Commitment of each Lender requesting reimbursement pursuant to Section 2.13 or 2.14 by giving notice to the Administrative Agent and such Lender (a "Removed Lender"). On the date of any such termination, such Removed Lender's Commitment shall terminate and the Borrower shall pay all amounts owed to such Removed Lender hereunder. Upon termination of such Removed Lender's Commitment in accordance with this Section 2.17, such Removed Lender shall cease to be a party hereto, and upon such termination of such Removed Lender's Commitment in accordance with this Section 2.17, the Total Commitments shall be reduced by the amount of such Removed Lender's Commitment. The termination of the Commitment of a Removed Lender pursuant to this Section 2.17 shall not be deemed to be a waiver of any right that (x) the Borrower, the Administrative Agent or any other Lender may have against such Removed Lender or (y) such Removed Lender may have against the Borrower. For the avoidance of doubt, participating interests in Letters of Credit will be reallocated among the remaining non-Defaulting Lenders in accordance with their respective Percentages upon termination of any such Commitment. Notwithstanding the foregoing, no termination of a Commitment pursuant to this Section 2.17 shall be effective unless the participating interests in Letters of Credit are so reallocated or the Issuing Lenders are otherwise satisfied the existing and future LC Exposure will be covered by the Commitments of the remaining non-Defaulting Lenders and/or cash collateralized by the Borrower.

2.18. Extension Option. The Borrower may request that the Total Commitments be renewed for additional one year periods by providing notice of such request (such notice, an "Extension Notice") to the Administrative Agent no more frequently than once in a calendar year; provided that the notice for the 2022 Extension shall not count towards the foregoing limitation; provided further that, following the 2022 Extension, no additional notice shall be permitted prior to January 1, 2023. If a Lender agrees, in its individual and sole discretion, to extend its Commitment (an "Extending Lender"), it will notify the Administrative Agent, in writing, of its decision to do so no later than the applicable deadline specified by the Extension Notice. The Administrative Agent will notify the Borrower, in writing, of the Lenders' decisions promptly following such deadline. The Extending Lenders' Commitments will be renewed for an additional one year from the then existing Termination Date and such extended Termination Date shall become the Termination Date (except as otherwise provided in

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this Section 2.18 as to Declining Lenders), provided, that (i) more than 50% of the Total Commitments is extended or otherwise committed to by Extending Lenders and any new Lenders, (ii) all representations and warranties made by the Borrower in or pursuant to the Loan Documents shall be true and correct in all material respects on and as of such date as if made on and as of such date and (iii) no Default or Event of Default exists, except (A) any representations and warranties which are explicitly stated as having been made as of a specific date, which representations and warranties shall be true and correct in all material respects on and as of such date and (B) the representations and warranties set forth in Sections 4.2, 4.7 and 4.11 shall not be required to be restated. Any Lender that declines or does not respond to the Borrower's request for commitment renewal (a "Declining Lender") will have its Commitment terminated on the earlier of (i) the then existing Termination Date (without regard to any renewals by other Lenders) (the "Existing Termination Date") and (ii) the date such Declining Lender is replaced in accordance with Section 2.17, and at such time the Borrower shall repay all Loans, participations in LC Disbursements and other amounts owing to such Declining Lender; provided that if any Declining Lender or any Lender holding a Commitment with a Non-Extended Termination Date assigns all or any portion of its Commitment prior to its termination pursuant Section 9.6(c) and the Assignee of such Commitment agrees to extend the Termination Date of such assigned Commitment until the latest applicable Termination Date of other then-existing Commitments that have been extended pursuant to this Section 2.18, then the Termination Date of such assigned Commitment shall automatically be extended to the latest applicable Termination Date upon such assignment without the consent of the Administrative Agent or any other Lender. The Borrower will have the right to accept

commitments from third party financial institutions subject to the consent of the Administrative Agent and the Issuing Lenders (such consent of the Administrative Agent or the Issuing Lenders not to be unreasonably withheld) in an amount up to the amount of the Commitments of any Declining Lenders. The Borrower may extend the Termination Date pursuant to this Section 2.18 no more than twice following the ~~Second~~Third Amendment Effective Date (~~provided that one of such extensions is the 2022~~it being understood that the 2023 Extension shall deemed to occur prior to the Third Amendment Effective Date).

2.19. [Reserved]

2.20. [Reserved]

2.21. Defaulting Lenders Notwithstanding any provision of this Agreement to the contrary, if any Lender becomes a Defaulting Lender, then, to the fullest extent permitted by applicable law, the following provisions shall apply for so long as such Lender is a Defaulting Lender:

(a) such Defaulting Lender's Facility Fee shall cease to accrue on the unfunded Commitment of such Defaulting Lender;

(b) the Commitment and Exposure of such Defaulting Lender shall not be included in determining whether the Required Lenders have taken or may take any action hereunder (including any consent to any amendment, waiver or other modification pursuant to Section 9.1 to the extent set forth therein), and such Defaulting Lender's right to approve or disapprove any amendment, waiver, consent or other modification with respect to this Agreement shall be restricted as set forth in Section 9.1;

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(c) any payment of principal, interest, fees or other amounts received by the Administrative Agent for the account of that Defaulting Lender (whether voluntary or mandatory, at maturity, pursuant to Section 7 or otherwise, and including any amounts made available to the Administrative Agent by that Defaulting Lender pursuant to Section 9.7), shall be applied at such time or times as may be determined by the Administrative Agent as follows: first, to the payment of any amounts owing by that Defaulting Lender to the Administrative Agent hereunder; second, to the payment on a pro rata basis of any amounts owing by that Defaulting Lender to any Issuing Lender hereunder; third, if so determined by the Administrative Agent or requested by any Issuing Lender, to be held as cash collateral for future funding obligations of that Defaulting Lender of any participation in any Letter of Credit; fourth, as the Borrower may request (so long as no Default or Event of Default exists), to the funding of any Loan in respect of which that Defaulting Lender has failed to fund its portion thereof as required by this Agreement, as determined by the Administrative Agent; fifth, if so determined by the Borrower with the consent of the Administrative Agent, not to be unreasonably withheld, to be held in a non-interest bearing deposit account and released in order to satisfy obligations of that Defaulting Lender to fund Loans under this Agreement; sixth, to the payment of any amounts owing to the Lenders or the Issuing Lenders as a result of any judgment of a court of competent jurisdiction obtained by any Lender or Issuing Lender against that Defaulting Lender as a result of that Defaulting Lender's breach of its obligations under this Agreement; seventh, so long as no Default or Event of Default exists, to the payment of any amounts owing to the Borrower as a result of any judgment of a court of competent jurisdiction obtained by the Borrower against that Defaulting Lender as a result of that Defaulting Lender's breach of its obligations under this Agreement; and eighth, to that Defaulting Lender or as otherwise directed by a court of competent jurisdiction; provided that if such payment is a payment of the principal amount of any Loans or unreimbursed amount of any LC Disbursements in respect of which that Defaulting Lender has not fully funded its appropriate share, such payment shall be applied solely to pay the Loans of, and unreimbursed amount of any LC Disbursements owed to, all non-Defaulting Lenders on a pro rata basis prior to being applied to the payment of any Loans of, or unreimbursed amount of any LC Disbursements owed to, that Defaulting Lender. Any payments, prepayments or other amounts paid or payable to a Defaulting Lender that are applied (or held) to pay amounts owed by a Defaulting Lender or to post cash collateral pursuant to this Section 2.21(c) shall be deemed paid to and redirected by that Defaulting Lender, and each Lender irrevocably consents hereto;

(d) if any LC Exposure exists at the time such Lender becomes a Defaulting Lender then:

(i) so long as no Default or Event of Default has occurred and is continuing, all or any part of the LC Exposure of such Defaulting Lender shall be reallocated among the non-Defaulting Lenders in accordance with their respective Percentages but only to the extent the sum of all non-Defaulting Lenders' Exposure plus such Defaulting Lender's LC Exposure does not exceed the total of all non-Defaulting Lenders' Commitments;

(ii) if the reallocation described in clause (i) above cannot, or can only partially, be effected, the Borrower shall within two Business Days following notice by the Administrative Agent cash collateralize for the benefit of the Issuing Lenders only the

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Borrower's obligations corresponding to such Defaulting Lender's LC Exposure (after giving effect to any partial reallocation pursuant to clause (i) above and any cash collateral provided by the Defaulting Lender pursuant to clause (c) above) in accordance with the procedures set forth in Section 7 for so long as such LC Exposure is outstanding;

(iii) if the Borrower or the Defaulting Lender cash collateralizes any portion of such Defaulting Lender's LC Exposure pursuant to clause (ii) above or clause (c) above, as applicable, the Borrower shall not be required to pay any fees to such Defaulting Lender pursuant to Section 2.3(c) with respect to such Defaulting Lender's LC Exposure during the period such Defaulting Lender's LC Exposure is cash collateralized;

(iv) if the LC Exposure of the non-Defaulting Lenders is reallocated pursuant to clause (i) above, then the fees payable to the Lenders pursuant to Section 2.3(c) shall be adjusted in accordance with such non-Defaulting Lenders' Percentages; and

(v) if any portion of such Defaulting Lender's LC Exposure is neither reallocated nor cash collateralized pursuant to clause (i) or (ii) above, then, without prejudice to any rights or remedies of any Issuing Lender or any other Lender hereunder, all fees payable under Section 2.3(c) with respect to such Defaulting Lender's LC Exposure shall be payable to the non-defaulting Issuing Lenders until and to the extent that such LC Exposure is reallocated and/or cash collateralized; and

(e) so long as such Lender is a Defaulting Lender, no Issuing Lender shall be required to issue, amend or increase any Letter of Credit, unless the related exposure and the Defaulting Lender's then outstanding LC Exposure will be 100% covered by the Commitments of the non-Defaulting Lenders and/or cash collateral will be provided by the Defaulting Lender or the Borrower in accordance with Section 2.21(c) or (d). Participating interests in any newly issued or increased Letter of Credit shall be allocated among non-Defaulting Lenders in a manner consistent with Section 2.21(d)(i) (and such Defaulting Lender shall not participate therein).

In the event that the Administrative Agent, the Borrower and each Issuing Lender each agrees that a Defaulting Lender has adequately remedied all matters that caused such Lender to be a Defaulting Lender, then the Administrative Agent will so notify the parties hereto, whereupon the LC Exposure of the Lenders shall be readjusted to reflect the inclusion of such Lender's Commitment and on such date such Lender shall purchase at par (plus accrued interest) such of the Loans of the other Lenders as the Administrative Agent shall determine may be necessary in order for such Lender to hold such Loans in accordance with its Percentage, whereupon such Lender shall cease to be a Defaulting Lender; provided that no adjustments will be made retroactively with respect to fees accrued on behalf of the Borrower while such Lender was a Defaulting Lender; and provided, further that except to the extent otherwise expressly agreed by the affected parties, no change hereunder from Defaulting Lender to Lender will constitute a waiver or release of any claim of any party hereunder arising from that Lender's having been a Defaulting Lender.

Cash collateral (or the appropriate portion thereof) furnished by or on behalf of the Borrower pursuant to clause (d) above shall be released promptly following (i) the elimination of the

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applicable LC Exposure (including by the termination of Defaulting Lender status of the applicable Lender) or (ii) the Administrative Agent's good faith determination that there exists excess cash collateral; provided, however, (x) that cash collateral furnished by or on behalf of the Borrower shall not be released during the continuance of an Event of Default, and (y) the Person providing cash collateral and any Issuing Lender, as applicable, may agree that such cash collateral shall not be released but instead held to support future obligations.

(f) **Termination/Reduction of Defaulting Lenders.** The Borrower shall have the right, subject to consent of the Required Lenders (excluding the Commitment and Exposure of such Defaulting Lender), to (i) reduce such Defaulting Lender's Commitment to be equal to the amount of such Defaulting Lender's outstanding Loans (and participations Letters of Credit) at the time such Lender becomes a Defaulting Lender (but not before consent of Required Lenders is obtained), by giving notice to such Defaulting Lender and the Administrative Agent or (ii) terminate in full the Commitment of such Defaulting Lender by giving notice to the Administrative Agent and such Defaulting Lender (but not before consent of Required Lenders is obtained). On the date of any termination pursuant to the foregoing clause (ii), such Defaulting Lender's Commitment shall terminate and the Borrower shall pay all amounts owed to such Defaulting Lender hereunder. Upon termination of such Defaulting Lender's Commitment in accordance with this Section 2.21(f), such Defaulting Lender shall cease to be a party hereto, and upon such termination or reduction of such Defaulting Lender's Commitment in accordance with this Section 2.21(f), the Total Commitments shall be reduced by the amount by which such Defaulting Lender's Commitment is reduced or, in the case of termination, by the amount of such Defaulting Lender's Commitment. The termination of the Commitment of a Defaulting Lender pursuant to this Section 2.21(f) shall not be deemed to be a waiver of any right that (x) the Borrower, the Administrative Agent or any other Lender may have against such Defaulting Lender or (y) such Defaulting Lender may have against the Borrower based on the estimate described in the preceding sentence.

SECTION 3. LETTERS OF CREDIT

3.1. **General.** Subject to the terms and conditions set forth herein, the Borrower may request the issuance of Letters of Credit for its own account, in a form reasonably acceptable to the Administrative Agent and the applicable Issuing Lender and in all respects consistent with the terms of this Agreement, at any time and from time to time during the period from and including the Effective Date to the date which is 15 Business Days prior to the Termination Date. In the event of any inconsistency between the terms and conditions of this Agreement and the terms and conditions of any form of letter of credit application or other agreement submitted by the Borrower to, or entered into by the Borrower with, any Issuing Lender relating to any Letter of Credit, the terms and conditions of this Agreement shall control. No Issuing Lender (i) shall be required to, but any Issuing Lender may, issue any Letter of Credit if ~~(i)~~ the LC Exposure at any time in respect of Letters of Credit issued by it would exceed its Letter of Credit Commitment or (ii) shall be required to issue any Letter of Credit if any Lender's Exposure would exceed its Commitment. 3.2. **Notice of Issuance, Amendment, Renewal, Extension; Certain Conditions.** To request the issuance of a Letter of Credit (or the amendment, renewal or extension of an outstanding Letter of Credit), the Borrower shall hand deliver or facsimile (or transmit by electronic communication, if arrangements for doing so have been approved by the applicable Issuing Lender) to the applicable Issuing Lender and the

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Administrative Agent (three Business Days in advance of the requested date of issuance, amendment, renewal or extension) a notice requesting the issuance of a Letter of Credit, or identifying the Letter of Credit to be amended, renewed or extended, and specifying the date of issuance, amendment, renewal or extension (which shall be a Business Day), the date on which such Letter of Credit is to expire (which shall comply with Section 3.3), the amount of such Letter of Credit, the name and address of the beneficiary thereof and such other information as shall be necessary to prepare, amend, renew or extend such Letter of Credit. If requested by the applicable Issuing Lender, the Borrower also shall submit a letter of credit application on such Issuing Lender's standard form (it being understood that this Agreement shall govern in the event of any inconsistency between any such application and this Agreement) in connection with any request for the issuance of a Letter of Credit. A Letter of Credit shall be issued, amended, renewed or extended only if (and upon issuance, amendment, renewal or extension of each Letter of Credit the Borrower shall be deemed to represent and warrant that), after giving effect to such issuance, amendment, renewal or extension (i) the LC Exposure shall not exceed \$500,000,000, and (ii) the sum of the Total Exposures shall not exceed the Total Commitments ~~and (iii) the LC Exposure in respect of Letters of Credit issued by any Issuing Lender shall not exceed such Issuing Lender's Letter of Credit Commitment.~~ Each Issuing Lender shall notify the Administrative Agent upon the issuance or amendment of any Letter of Credit of the terms of such Letter of Credit or amendment and shall provide such other information with respect to Letters of Credit issued by such Issuing Lender as the Administrative Agent may request from time to time. Letters of Credit issued under the Existing Credit Agreement which are outstanding on the Effective Date shall be deemed to be Letters of Credit issued under this Agreement on the Effective Date.

3.3.Expiration Date. No Letter of Credit shall expire later than the close of business on the earlier of (i) the date one year after the date of the issuance of such Letter of Credit (or, in the case of any renewal or extension thereof, one year after such renewal or extension) and (ii) the date that is five Business Days prior to the date which is one year following the Termination Date; provided that (A) with respect to any Letter of Credit having an expiration date beyond the Termination Date, the Borrower shall cash collateralize such Letter of Credit at least 30 days prior to the Termination Date in an amount equal to 101% of the amount of such Letter of Credit and otherwise on terms satisfactory to the Administrative Agent and the applicable Issuing Lender or the Borrower shall provide to the applicable Issuing Lender a standby letter of credit in an amount equal to the amount of such Letter of Credit and otherwise in form and substance satisfactory to such Issuing Lender, (B) no Letter of Credit may terminate after the Existing Termination Date if, after giving effect to such Letter of Credit, the Total Commitments of the Extending Lenders (including any entity that becomes a Lender pursuant to Section 2.17) for the period following the Existing Termination Date would be less than the Exposure of the Extending Lenders outstanding after the Existing Termination Date and (C) the Letter of Credit participations of any Declining Lender provided for in Section 3.4 shall terminate on the Existing Termination Date; provided further that the stated amount of any Letter of Credit with an expiration date beyond the Termination Date, by the terms of such Letter of Credit, shall not be reinstated following any drawing thereunder after the Termination Date (whether automatically or upon reimbursement of such drawing). 3.4. Participations. By the issuance, amendment, renewal or extension of a Letter of Credit (or an amendment to a Letter of Credit increasing the amount thereof) and without any further action on the part of the applicable Issuing Lender or the Lenders, each Issuing Lender hereby grants to each Lender, and each Lender hereby acquires from such Issuing Lender, a participation in such Letter of Credit equal

to such Lender's Percentage of the aggregate amount available to be drawn under such Letter of Credit. In consideration and in furtherance of the foregoing, each Lender hereby absolutely and unconditionally agrees to pay to the Administrative Agent, for the account of the applicable Issuing Lender, such Lender's Percentage of each LC Disbursement made by the Issuing Lender and not reimbursed by the Borrower on the date due as provided in Section 3.5, or of any reimbursement payment required to be refunded to the Borrower for any reason. Each Lender acknowledges and agrees that its obligation to acquire participations pursuant to this paragraph in respect of Letters of Credit is absolute and unconditional and shall not be affected by any circumstance whatsoever, including (i) any setoff, counterclaim, recoupment, defense or other right that such Lender may have

against the applicable Issuing Lender, the Borrower or any other Person for any reason whatsoever, (ii) the occurrence or continuance of a Default or an Event of Default or the failure to satisfy any of the other conditions specified in Section 5, (iii) any adverse change in the condition (financial or otherwise) of the Borrower, any Issuing Lender, any Lender or any other Person, (iv) any breach of this Agreement or any other Loan Document by the Borrower or any other Lender or (v) any other circumstance, happening or event whatsoever, whether or not similar to any of the foregoing.

3.5. Reimbursement. If an Issuing Lender shall make any LC Disbursement in respect of a Letter of Credit, the Borrower shall reimburse such LC Disbursement by paying to the Administrative Agent an amount equal to such LC Disbursement not later than 4:00 P.M., New York City time, on the date that such LC Disbursement is made, if the Borrower shall have received notice of such LC Disbursement prior to 12:00 P.M., New York City time, on such date, or, if such notice has not been received by the Borrower prior to such time on such date, then not later than 4:00 P.M., New York City time, on the Business Day immediately following the day that the Borrower receives such notice; provided that (a) if the unreimbursed amount of such LC Disbursement is \$5,000,000 or less or (b) if the unreimbursed amount of all LC Disbursements made by the Issuing Lenders on any given Business Day is, in the aggregate, \$5,000,000 or less, the Borrower may reimburse such unreimbursed amount or, if the Borrower does not do so the Administrative Agent may, in its discretion, finance such unreimbursed amount on behalf of the Lenders with an ABR Loan in an equivalent amount (and, if not promptly reimbursed by the Borrower, shall notify the Lenders of the making of such ABR Loan). If the unreimbursed amount of such LC Disbursement(s) is more than \$5,000,000 and the Borrower fails to reimburse such LC Disbursement(s) when due, or if the unreimbursed amount of such LC Disbursement(s) is \$5,000,000 or less and the Administrative Agent has not funded an ABR Loan in accordance with the immediately preceding sentence, the Administrative Agent shall notify each Lender of the unreimbursed amount of each applicable LC Disbursement and such Lender's Percentage thereof. Promptly following receipt of such notice (or notice that the Administrative Agent has funded an ABR Loan in accordance with the immediately preceding sentence), each Lender shall pay to the Administrative Agent its Percentage of the unreimbursed amount of each such LC Disbursement (it being understood that each Lender hereby agrees to pay such amount notwithstanding that any condition to the making of a Loan hereunder may not be satisfied), in the same manner as provided in Section 2.2 with respect to Loans made by such Lender (and Section 2.11(b) shall apply, mutatis mutandis, to the payment obligations of the Lenders to the Administrative Agent pursuant to this Section 3.5), and the Administrative Agent shall promptly pay to the applicable Issuing Lender the amounts so received by it from the Lenders. Any payment made by a Lender pursuant to this paragraph to reimburse an Issuing Lender for any LC Disbursement (other than the funding of ABR Loans as contemplated above) shall be treated as an ABR Loan that is

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immediately due and payable in the principal amount of such LC Disbursement. Promptly following receipt by the Administrative Agent of any payment from the Borrower pursuant to this paragraph, the Administrative Agent shall distribute such payment to the applicable Issuing Lender or, to the extent that Lenders have made payments pursuant to this Section to reimburse such Issuing Lender, then to such Lenders and such Issuing Lender as their interests may appear.

3.6. Obligations Absolute. The Borrower's obligation to reimburse LC Disbursements as provided in Section 3.5 shall be absolute, unconditional and irrevocable, and shall be performed strictly in accordance with the terms of this Agreement under any and all circumstances whatsoever and irrespective of (i) any lack of validity or enforceability of any Letter of Credit or this Agreement, or any term or provision therein, (ii) any draft or other document presented under a Letter of Credit proving to be forged, fraudulent or invalid in any respect or any statement therein being untrue or inaccurate in any respect, (iii) payment by any Issuing Lender under a Letter of Credit against presentation of a draft or other document that does not comply with the terms of such Letter of Credit, or (iv) any other event or circumstance whatsoever, whether or not similar to any of the foregoing, that might, but for the provisions of this Section, constitute a legal or equitable discharge of, or provide a right of setoff against, the Borrower's obligations hereunder. Neither the Administrative Agent, the Lenders nor any Issuing Lender, nor any of their directors, officers, employees, affiliates and agents, shall have any liability or

responsibility by reason of or in connection with the issuance or transfer of any Letter of Credit or any payment or failure to make any payment thereunder (irrespective of any of the circumstances referred to in the preceding sentence), or any error, omission, interruption, loss or delay in transmission or delivery of any draft, notice or other communication under or relating to any Letter of Credit (including any document required to make a drawing thereunder), any error in interpretation of technical terms or any consequence arising from causes beyond the control of any Issuing Lender; provided that the foregoing shall not be construed to excuse any Issuing Lender from liability to the Borrower to the extent of any direct damages (as opposed to special, indirect, consequential or punitive damages, claims in respect of which are hereby waived by the Borrower to the extent permitted by applicable law) suffered by the Borrower that are caused by such Issuing Lender's gross negligence or willful misconduct (as determined by a court of competent jurisdiction by final and nonappealable judgment) in (i) making payment under any Letter of Credit against presentation of a draft or other document that on its face does not comply with the terms of such Letter of Credit, (ii) failing to make payment under any Letter of Credit against presentation of any draft or other document that is in strict compliance with the terms of such Letter of Credit or (iii) retaining drafts or other documents presented under a Letter of Credit. In furtherance of the foregoing and without limiting the generality thereof, the parties agree that, with respect to documents presented which appear on their face to be in substantial compliance with the terms of a Letter of Credit, the applicable Issuing Lender may, in its sole discretion, either accept and make payment upon such documents without responsibility for further investigation, regardless of any notice or information to the contrary, or refuse to accept and make payment upon such documents if such documents are not in strict compliance with the terms of such Letter of Credit. 3.7. Disbursement Procedures. Each Issuing Lender shall, promptly following its receipt thereof, examine all documents purporting to represent a demand for payment under a Letter of Credit. Each Issuing Lender shall promptly notify the Administrative Agent and the Borrower by telephone (confirmed by facsimile) of such demand for payment and whether such Issuing Lender has made or will make an LC Disbursement thereunder; provided that any failure to give or delay in giving such notice shall not relieve the

Borrower of its obligation to reimburse such Issuing Lender and the Lenders with respect to any such LC Disbursement.

3.8. Interim Interest. If any Issuing Lender shall make any LC Disbursement, then, unless the Borrower shall reimburse such LC Disbursement in full on the date such LC Disbursement is made, the unpaid amount thereof shall bear interest, for each day from and including the date such LC Disbursement is made to but excluding the date that the Borrower reimburses such LC Disbursement by payment or by an ABR Loan, at the rate per annum then applicable to ABR Loans; provided that, if the Borrower fails to reimburse such LC Disbursement within one Business Day of the date when due pursuant to Section 3.5, then Section 2.8(c) shall apply. Interest accrued pursuant to this paragraph shall be for the account of the applicable Issuing Lender, except that interest accrued on and after the date of payment by any Lender pursuant to Section 3.5 to reimburse an Issuing Lender shall be for the account of such Lender to the extent of such payment. 3.9. Replacement of the Issuing Lender. An Issuing Lender may be replaced at any time (i) by written agreement among the Borrower, the Administrative Agent, the replaced Issuing Lender and the successor Issuing Lender or (ii) at the Borrower's election by written notice to the Administrative Agent and the Issuing Lender to be replaced but only if the credit rating of the Lender to be replaced as Issuing Lender is not, at the time of such election, reasonably acceptable to the Borrower. The Administrative Agent shall notify the Lenders of any such replacement of an Issuing Lender. At the time any such replacement shall become effective, the Borrower shall pay all unpaid fees accrued for the account of the replaced Issuing Lender pursuant to Section 2.3(c). From and after the effective date of any such replacement, (i) the successor Issuing Lender shall have all the rights and obligations of an Issuing Lender under this Agreement with respect to Letters of Credit to be issued thereafter and (ii) references herein to the term "Issuing Lender" shall be deemed to refer to such successor or to any previous Issuing Lender, or to such successor and all previous Issuing Lenders, as the context shall require. After the replacement of an Issuing Lender hereunder, the replaced Issuing Lender shall remain a party hereto and shall continue to have all the rights and obligations of an Issuing Lender under this Agreement with respect to Letters of Credit issued by it prior to

such replacement, but shall not be required to issue additional Letters of Credit. SECTION 4. REPRESENTATIONS AND WARRANTIES

To induce the Administrative Agent and the Lenders to enter into this Agreement and to make the Loans and issue or participate in the Letters of Credit, as the case may be, the Borrower hereby represents and warrants to the Administrative Agent and each Lender that:

4.1. Financial Condition. (i) The consolidated balance sheet of the Borrower and its consolidated Subsidiaries as at December 31, 2017 and the related consolidated statements of income and of cash flows for the fiscal year ended on such date, reported on by PricewaterhouseCoopers LLP, and (ii) the consolidated balance sheet of the Borrower and its consolidated Subsidiaries as at March 31, 2018 and the related consolidated statements of income and of cash flows for the three-month period ended on such date, copies of which have been included, respectively, in the Borrower's Annual Report on Form 10-K and Quarterly Report on Form 10-Q for the fiscal year and three-month period, respectively, ended as of such dates, as filed with the Securities and Exchange Commission, present fairly in all material respects the consolidated financial condition of the Borrower and its consolidated Subsidiaries as at such dates, and the consolidated results of their operations and their consolidated cash flows

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for the fiscal year and three-month period, respectively, then ended. Such financial statements, including the related schedules and notes thereto, have been prepared in accordance with GAAP applied consistently throughout the period involved (subject, in the case of unaudited interim financial statements, to normal year-end adjustments).

4.2. No Change. Since December 31, 2017, there has been no development or event which has had a Material Adverse Effect. 4.3. Corporate Existence. The Borrower (a) is a corporation duly

organized, validly existing and in good standing under the laws of the State of California and has the corporate power and authority, and the legal right, 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 and (b) is in compliance with all Requirements of Law except to the extent that the failure to comply therewith would not, in the aggregate, reasonably be expected to have a Material Adverse Effect. 4.4. Corporate Power; No Legal Bar. The execution, delivery, and

performance by the Borrower of this Agreement and any Note are within its corporate powers, have been duly authorized by all necessary corporate action, and do not violate any provision of law or any agreement, indenture, note, or other instrument binding upon or affecting it or its charter or by-laws or give cause for acceleration of any of its Indebtedness, except to the extent that such violation or acceleration would not, in the aggregate, reasonably be expected to have a Material Adverse Effect. 4.5. Authorization; Enforceability. All authorizations, approvals, and other actions by, and notices to and filings with all Governmental Authorities required for the due execution, delivery and performance of this Agreement and any Note have been obtained or made and are in full force and effect, except to the extent that the failure to obtain or make, or to have in full force and effect, such authorizations, approvals, other actions, notices and filings would not, in the aggregate, reasonably be expected to have a Material Adverse Effect. Each of this Agreement and each Note executed in connection herewith is a legally valid and binding obligation of the Borrower enforceable in accordance with its terms except as enforcement may be limited by bankruptcy, insolvency, reorganization, moratorium or other laws or equitable principles relating to or limiting creditors' rights generally. 4.6. ERISA. (a) No (i) "prohibited transaction" (as defined in Section 406 of ERISA or Section 4975 of the Code), (ii) failure to satisfy the minimum funding standards (within the meaning of Section 412 of the Code or Section 302 of ERISA), (iii) "reportable event" (herein defined as any of the events set forth in Section 4043(c) of ERISA or the regulations thereunder), or (iv) termination of a Plan subject to Title IV of ERISA has occurred, and (b) no Lien in favor of the PBGC has arisen, for each of (a) and (b), in the last five years

with respect to any Plan which would reasonably be expected to have a Material Adverse Effect. 4.7. No Material Litigation. There are no legal or arbitral proceedings or any proceedings by or before any governmental or regulatory authority or agency, now pending or, to the knowledge of the Borrower, threatened against the Borrower

or any Significant Subsidiary of the Borrower which have not been disclosed in public filings with the Securities and Exchange Commission (a) that would reasonably be expected to have a Material Adverse Effect or (b) with respect to any of the Loan Documents.4.8. Taxes. The Borrower and its Significant Subsidiaries that file consolidated income tax returns with the Borrower have filed all United States Federal income tax returns and all other tax returns which are required to be filed by them and have paid all taxes due pursuant to such returns or pursuant to any assessment received by the Borrower or any such Significant Subsidiary, except (a) any taxes that are being or promptly will be contested in good faith by appropriate actions or proceedings and for which the Borrower or such Significant Subsidiary, as applicable, has set aside on its books adequate reserves in accordance with GAAP or (b) any tax returns or taxes to the extent

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that the failure to file such tax returns or pay such taxes would not reasonably be expected to have a Material Adverse Effect.

4.9. Purpose of Loans. The proceeds of the Loans shall be used by the Borrower for general corporate and working capital purposes, including to refinance the Existing Credit Agreement. Letters of Credit shall be issued for general corporate purposes of the Borrower. No part of the proceeds of any Loans, and no other extensions of credit hereunder, will be used for “buying” or “carrying” any “margin stock” within the respective meanings of each of the quoted terms under Regulation U as now and from time to time hereafter in effect. 4.10.

No Default. Neither the Borrower nor any of its Significant Subsidiaries is in default under or with respect to the Plan, as well as any of its Contractual Obligations in any respect that would reasonably be expected to have a Material Adverse Effect and no Default or Event of Default has occurred and is continuing. The execution, delivery and performance interpretation of the Loan Documents do not contravene Plan, by any provision of the SCE Indenture Board, Committee or the Existing Term Loan Credit Agreement.4.11.

Environmental Matters. The Borrower and its Significant Subsidiaries do not have liabilities under Environmental Laws CEO, or relating to Materials of Environmental Concern that have not been disclosed in public filings with the Securities and Exchange Commission as of the Effective Date that would reasonably be expected to have a Material Adverse Effect. 4.12. Anti-Corruption Laws and Sanctions. None of the Borrower, any Subsidiary,

any of their respective directors or officers, or, to the knowledge of the Borrower or such Subsidiary, any of their respective employees or agents that will act in any capacity in connection with or benefit from the credit facility established hereunder (a) is a Sanctioned Person, or (b) has taken any action, directly or, to the knowledge of the Borrower, indirectly, that would result in a violation by such Persons of any Anti-Corruption Laws, any Anti-Money Laundering Law, or Sanctions applicable to such Persons. The Borrower has implemented and maintains in effect policies and procedures designed to promote and achieve compliance by the Borrower and its Subsidiaries and their respective directors, officers, employees and agents (acting in their capacity as such) with the Anti-Corruption Laws. Each of the Borrower and its Subsidiaries, and to the knowledge of Borrower, each director, officer, employee and agent of Borrower and each such Subsidiary, is in compliance in all material respects with the Anti-Corruption Laws and the Sanctions applicable to such Persons. No proceeds of any Loan or Letter of Credit or other transaction contemplated by this Agreement will be used in a manner that would result in a violation of any applicable Anti-Corruption Laws or Sanctions applicable to any party hereto.4.13. Affected Financial Institutions. None of the Borrower or any of its Subsidiaries is an Affected Financial Institution. SECTION 5. CONDITIONS PRECEDENT

5.1. Effective Date. The Effective Date shall occur on the date on which the following conditions precedent are satisfied:(a) Execution of Agreement. (i) This Agreement shall have been executed and delivered by a duly authorized senior officer of each of EIX responsible for Human Resources (or the Borrower and the Administrative Agent and (ii) the Administrative Agent shall have received an executed counterpart hereof (or a copy thereof by facsimile transmission) from each Lender listed on Schedule 1.1.

(b) Closing Certificate. The Administrative Agent shall have received a certificate of the Borrower, dated as of such Effective Date, substantially in the form of Exhibit

C, executed by any Responsible Officer and the Secretary or any Assistant Secretary of the Borrower, and attaching the documents referred to in Sections 5.1(c) and (d).

(c) Corporate Proceedings. The Administrative Agent shall have received a copy of the resolutions, in form and substance satisfactory to the Administrative Agent, of the Board of Directors of the Borrower (or a duly authorized committee thereof) authorizing (i) the execution, delivery and performance of this Agreement and the other Loan Documents and (ii) the borrowings contemplated hereunder.

(d) Corporate Documents. The Administrative Agent shall have received a copy of the articles of incorporation and by-laws of the Borrower.

(e) Legal Opinions. The Administrative Agent shall have received the following executed legal opinions, EIX EC Director, in each case in form and substance reasonably acceptable to the Administrative Agent, with a copy for each Lender:

(i) the executed legal opinion of Barbara E. Mathews, Vice President, Associate General Counsel, Chief Governance Officer and Corporate Secretary to the Borrower; and

(ii) the executed legal opinion of Munger, Tolles & Olson LLP, counsel to the Borrower.

(f) Approvals. All governmental and third party approvals necessary in connection with this Agreement and the other Loan Documents and the transactions contemplated hereby and thereby shall have been obtained and be in full force and effect.

(g) SCE Credit Agreement. The "Effective Date" pursuant to Section 5.1 of the SCE Credit Agreement shall have occurred.

(h) Fees and Expenses. All fees and expenses required to be paid by the Borrower on within its, his or prior to the Effective Date in connection with this Agreement shall have been paid.

(i) Existing Credit Agreement. All commitments outstanding her authority under the Existing Credit Agreement shall be, concurrently with the Effective Date, replaced with the Commitments hereunder (and the Borrower shall have paid to the lenders under the Existing Credit Agreement, with respect to such replaced commitments and any loans outstanding in respect thereof, all accrued interest and fees thereon and other amounts outstanding in respect thereof, in each case as directed by the Administrative Agent).

5.2. [Reserved].

5.3. Conditions to Each Extension of Credit. The agreement of each Lender to make any Loan requested to be made by it on any date (including, without limitation, its initial Loan) and of the Issuing Lender to issue, amend, renew or extend any Letter of Credit to be issued by it on any date is subject to the satisfaction of the following conditions precedent: (a) Representations and Warranties. Each of the representations and

warranties made by the Borrower in or pursuant to the Loan Documents shall be true and correct in all material respects on and as of such date as if made on and as of such date, except (i) any representations and warranties which are explicitly stated as having been made as of a specific date, which representations and warranties shall

be true and correct in all material respects on and as of such date and (ii) the representations and warranties set forth in Sections 4.2, 4.7 and 4.11 shall not be required to be restated on any date (including, for the avoidance of doubt, any Borrowing Date) other than the Effective Date.

(b) **No Default.** No Default or Event of Default shall have occurred and be continuing on such date or after giving effect to the Loans requested to be made, or the Letters of Credit requested to be issued, amended, renewed or extended, on such date.

Each borrowing or request for a Letter of Credit (or extension thereof) by the Borrower hereunder shall constitute a representation and warranty by the Borrower as of the date thereof that the conditions contained in this Section 5.3 have been satisfied.

SECTION 6. COVENANTS

The Borrower hereby agrees that, on and after the Effective Date, so long as the Commitments remain in effect, any Letter of Credit remains outstanding or any amount is owing to any Lender or the Administrative Agent hereunder or under any other Loan Document:

6.1. **Financial Statements; Certificates.** The Borrower shall furnish to the Administrative Agent, who shall forward to each Lender: (a) as soon as practicable, but in any event within 90 days after the end of each fiscal year of the Borrower, a copy of the consolidated balance sheet of the Borrower and its consolidated Subsidiaries as at the end of such year and the related consolidated statements of income, retained earnings and cash flows for such year, setting forth in each case in comparative form the figures for the previous year, reported on without a qualification arising out of the scope of the audit, by PricewaterhouseCoopers LLP or other independent certified public accountants of nationally recognized standing;

(b) as soon as practicable, but in any event not later than 60 days after the end of each of the first three quarterly periods of each fiscal year of the Borrower (beginning with the fiscal quarter ended March 31, 2018), the unaudited consolidated balance sheet of the Borrower and its consolidated Subsidiaries as at the end of such quarter and the related unaudited consolidated statements of income and retained earnings and of cash flows of the Borrower and its consolidated Subsidiaries for such quarter and the portion of the fiscal year through the end of such quarter, setting forth in each case in comparative form the figures for the previous year certified by a Responsible Officer as being fairly stated in all material respects (subject to normal year-end audit adjustments);

(c) within fourteen days after the same are sent, copies of all financial statements and reports which the Borrower sends to its stockholders generally, and within three days after the same are filed, notice by electronic mail of the filing of any financial statements and reports which the Borrower may make to, or file with, the Securities and Exchange Commission or any successor or analogous Governmental Authority;

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(d) promptly, (x) such additional financial and other information as the Administrative Agent or any Lender through the Administrative Agent may from time to time reasonably request and (y) information and documentation reasonably requested by the Administrative Agent or any Lender through the Administrative Agent for purposes of compliance with the Patriot Act.

(e) concurrently with the delivery of any quarterly or annual financial statements pursuant to this Section 6.1, a certificate of a Responsible Officer (i) stating that, to the best of each such Responsible Officer's knowledge, the Borrower during such period has observed or performed all of its covenants and other agreements in this Agreement and the other Loan Documents to be observed or performed by it, and that such Responsible Officer has obtained no knowledge of any Default or Event of Default except as specified in such certificate and (ii) containing all information and calculations necessary for determining compliance by the Borrower with the provisions of Section 6.8 of this Agreement as of the last day of the fiscal quarter or fiscal year of the Borrower, as the case may be.

All such financial statements in (a) and (b) shall be complete and correct in all material respects and shall be prepared in reasonable detail and in accordance with GAAP applied consistently throughout the periods reflected therein and with prior periods (except as approved by such accountants or officer, as the case may be, and disclosed therein).

Documents required to be delivered pursuant to paragraph (a), (b) or (c) of this Section 6.1 (to the extent any such documents are included in materials otherwise filed with the SEC) may be delivered electronically, and if so delivered, shall be deemed to have been delivered on the date (i) on which the Borrower posts such documents, or provides a link thereto on the Borrower's website on the Internet; or (ii) on which such documents are posted on the Borrower's behalf on an Internet or intranet website, if any, to which each Lender and the Administrative Agent have access (whether a commercial, third-party website or whether sponsored by the Administrative Agent); provided that: (i) the Borrower shall deliver paper copies of such documents to the Administrative Agent or any Lender that requests the Borrower to deliver such paper copies until a written request to cease delivering paper copies is given by the Administrative Agent or such Lender and (ii) the Borrower shall notify the Administrative Agent and each Lender (by facsimile transmission or electronic mail) of the posting of any such documents and provide to the Administrative Agent by electronic mail electronic versions (i.e., soft copies) of such documents. Except for such certificates, the Administrative Agent shall have no obligation to request the delivery or to maintain copies of the documents referred to above, and in any event shall have no responsibility to monitor compliance by the Borrower with any such request for delivery, and each Lender shall be solely responsible for requesting delivery to it or maintaining its copies of such documents.

The Borrower hereby acknowledges that (a) the Administrative Agent will make available to the Lenders materials and/or information provided by or on behalf of the Borrower hereunder (collectively, "Borrower Materials") by posting the Borrower Materials on IntraLinks or another similar electronic system (the "Platform") and (b) certain of the Lenders (each, a "Public Lender") may have personnel who do not wish to receive material non-public information with respect to the Borrower or its Affiliates, or the respective securities of any of the foregoing, and

who may be engaged in investment and other market-related activities with respect to such Persons' securities. The Borrower hereby agrees that (w) all Borrower Materials that are to be made available to Public Lenders **Plan**, shall be clearly **conclusive** and conspicuously marked "PUBLIC" which, at a minimum, shall mean that the word "PUBLIC" shall appear prominently on the first page thereof; (x) by marking Borrower Materials "PUBLIC", the Borrower shall be deemed to have authorized the Administrative Agent and the Lenders to treat such Borrower Materials as not containing any material non-public information with respect to the Borrower or its securities for purposes of United States federal and state securities laws (provided, however, that to the extent such Borrower Materials constitute Confidential Information, they shall be treated as set forth in Section 9.14); (y) all Borrower Materials marked "PUBLIC" are permitted to be made available through a portion of the Platform designated "Public Side Information"; and (z) the Administrative Agent and the Arrangers shall be entitled to treat any Borrower Materials that are not marked "PUBLIC" as being suitable only for posting on a portion of the Platform that is not designated "Public Side Information".

6.2. Compliance; Maintenance of Existence. The Borrower will, and will cause each of its Significant Subsidiaries to, (a) comply with all Requirements of Law and material Contractual Obligations except to the extent that failure to comply therewith would not materially and adversely affect the ability of the Borrower to perform its obligations hereunder; and (b)(i) preserve, renew and keep in full force and effect its organizational existence and (ii) take all reasonable action to maintain all rights, privileges and franchises necessary or desirable in the normal conduct of its business, except in the case of clauses (i) and (ii) above, as permitted by Section 6.5 and except, in the case of clause (ii) above, to the extent that failure to do so would not reasonably be expected to have a Material Adverse Effect. **6.3. Inspection of Property; Books and Records; Discussions.** The Borrower will, and will cause each of its Significant Subsidiaries to, (a) keep proper books of records and account in which full, true and correct entries in conformity with GAAP and all Requirements of Law shall be made of all dealings and transactions in relation to its business and activities and (b) permit representatives of any Lender (not more

frequently than once per year if no Default or Event of Default exists) upon reasonable notice to the Borrower to visit and inspect its properties and request and obtain copies of its financial records and to discuss the business, operations, properties and financial and other condition of the Borrower and its Significant Subsidiaries with officers of the Borrower and such Significant Subsidiaries and with their independent certified public accountants; provided, that any such visits or inspections shall be subject to such conditions as the Borrower and each of its Significant Subsidiaries, as the case may be, shall deem necessary based on reasonable considerations of safety and security; and provided, further, that neither the Borrower nor any Significant Subsidiary shall be required to disclose to any Lender or its agents or representatives any information that is subject to the attorney-client privilege or attorney work-product privilege properly asserted by the applicable Person to prevent the loss of such privilege in connection with such information or which is prevented from disclosure pursuant to a confidentiality agreement with third parties.

6.4. Notices. The Borrower shall promptly give notice to the Administrative Agent, and the Administrative Agent shall in turn give notice to each Lender, of: (a) the occurrence of any Default or Event of Default;

(b) any downgrade in the senior unsecured non credit-enhanced debt ratings of the Borrower issued by S&P or Moody's; and

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(c) any litigation or proceeding or, to the knowledge of the Borrower, investigation that relates to any Loan Document.

Each notice pursuant to clause (a) shall be accompanied by a statement of a Responsible Officer setting forth details of the occurrence referred to therein and stating what action the Borrower proposes to take with respect thereto.

6.5. Limitation on Fundamental Changes. The Borrower will not enter into any merger, consolidation or amalgamation, or liquidate, wind up or dissolve itself (or suffer any liquidation or dissolution), or convey, sell, lease, assign, transfer or otherwise dispose of, all or substantially all of its property, business or assets, except that: (a) the Borrower may be merged or consolidated with another Person so long as the Borrower is the continuing or surviving corporation and after giving effect to such merger or consolidation, no Default or Event of Default shall have occurred or be continuing; and

(b) the Borrower may be merged or consolidated with, or sell all or substantially all of its property, business and assets to, another Person organized under the laws of a state or territory of the United States so long as, if the Borrower is not the continuing or surviving corporation, (i) the senior unsecured non credit-enhanced debt rating of the survivor or purchaser shall be at least the higher of (x) BBB- by S&P and Baa3 by Moody's and (y) the ratings by such rating agencies of the Borrower's senior unsecured non credit-enhanced debt in effect before the earlier of the occurrence or the public announcement of such event, (ii) the survivor or purchaser shall assume the Borrower's obligations hereunder in accordance with documentation reasonably acceptable to the Administrative Agent and (iii) after giving effect to such merger, consolidation or sale, no Default or Event of Default shall have occurred or be continuing.

6.6. [Reserved]. 6.7. Disposition of Property. The Borrower shall not, nor shall it permit any of its Subsidiaries to, dispose of a substantial portion of its property, whether now owned or hereafter acquired (except (i) dispositions of inventory in the ordinary course of business, (ii) disposition of obsolete or worn out property in the ordinary course of business, (iii) dispositions in connection with Excluded Financing Arrangements and (iv) dispositions of assets having a value, in the aggregate for all such dispositions from and after the Effective Date, not exceeding 50% of the book value of the consolidated assets of the Borrower and its Subsidiaries as reflected on the financial statements most recently furnished by the Borrower to the Administrative Agent pursuant to Section 6.1(a) or (b) prior to such disposition; provided, that if no financial statements have been provided pursuant to Section 6.1(a) or (b) since the Effective Date, as reflected on the most recent financial statements

referred to in Section 4.1).6.8. Consolidated Capitalization Ratio. The Borrower shall not permit the Consolidated Capitalization Ratio on the last day of any fiscal quarter to exceed 0.70 to 1.0.6.9. Limitation on Liens. The Borrower shall not permit SCE or any Significant Subsidiary of SCE to create, incur, assume or suffer to exist any Lien upon any of SCE's or such Significant Subsidiary of SCE's property, assets or revenues, whether now owned or hereafter acquired, except for Liens not prohibited by the SCE Indenture. 6.10. Payment of Taxes. The Borrower

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shall, and shall cause its Significant Subsidiaries (so long as it is a consolidated subsidiary of the Borrower) to, pay, discharge or otherwise satisfy at or before maturity or before they become delinquent, as the case may be, all taxes, assessments and governmental charges or levies imposed upon any of them or their income or profits, except where (a) the amount or validity thereof is currently being contested in good faith by appropriate actions or proceedings, (b) to the extent required by GAAP, reserves in conformity with GAAP with respect thereto have been provided on the books of the Borrower or (c) the failure to do so would not, in the aggregate, reasonably be expected to have a Material Adverse Effect.

6.11. Ownership of SCE. The Borrower shall at all times legally and beneficially own all of the common stock of SCE.6.12. No Liens on Common Stock. The Borrower shall not create, incur, assume or suffer to exist any Lien on the Capital Stock of SCE held by it.6.13. Clauses Restricting SCE Distributions. The Borrower shall not, and shall not permit any of its Subsidiaries to, enter into or suffer to exist or become effective any contractual restriction on the ability of SCE to pay dividends on, or make other distributions or payments with respect to, the Capital Stock of SCE held by the Borrower, except for such restrictions (a) existing under or by reason of any restrictions existing on the Effective Date, (b) that are a Requirement of Law or (c) that are created, exist or become effective as a result of the issuance by SCE or one of its Subsidiaries after the Effective Date of securities the terms of which provide that dividends, distributions or payments with respect to Capital Stock may not be paid or made during the time period when distributions or interest on such securities have been deferred or have not been paid in full.6.14. Compliance with Anti-Corruption Laws and Sanctions. (a) The Borrower will maintain in effect and enforce policies and procedures designed to promote and achieve compliance by the Borrower, its Subsidiaries and their respective directors, officers, employees and agents (acting in their capacity as such) with Anti-Corruption Laws and Sanctions applicable to such Persons. (b) The Borrower will not request any borrowing or Letter of Credit, and the Borrower shall not use, and shall ensure that its Subsidiaries and its or their respective directors, officers, employees and agents shall not use, the proceeds of any borrowing or Letter of Credit, directly or indirectly, (A) in furtherance of an offer, payment, promise to pay, or authorization of the payment or giving of money, or anything else of value, to any Person in violation of any Anti-Corruption Laws, (B) for the purpose of funding, financing, or facilitating any activities, business or transaction of or with any Sanctioned Person, or in any Sanctioned Country, or (C) in any manner that would result in the violation of any Sanctions applicable to any party hereto.

SECTION 7. EVENTS OF DEFAULT

If any of the following events shall occur and be continuing:

(a) The Borrower shall fail to pay any principal of any Loan or any reimbursement obligation in respect of any LC Disbursement when due in accordance with the terms hereof, or to pay any interest on any Loan, or any other amount payable

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hereunder, within 5 Business Days after any such amount becomes due in accordance with the terms hereof;

(b) Any representation or warranty made to the Administrative Agent or any Lender in connection with the execution and delivery of this Agreement or any other Loan Document or the making of Loans hereunder proves to have been incorrect in any material respect when made;

(c) The Borrower shall default in the performance of (i) any agreement contained in Section 6.5, 6.8, 6.9, 6.11 or 6.14(b) of this Agreement or (ii) any other term, covenant, or provision contained in this Agreement or any other Loan Document (other than as provided in paragraphs (a) and (b) of this Section) and, in the case of any default under this clause (ii), such default shall continue unremedied for 30 days after the Administrative Agent shall have given notice thereof to the Borrower;

(d) The Borrower or SCE shall (i) apply for or consent to the appointment of, or the taking of possession by, a receiver, custodian, trustee, or liquidator of itself or of all or a substantial part of its property, (ii) admit in writing its inability, or be generally unable, to pay its debts as such debts become due, (iii) make a general assignment for the benefit of its creditors, (iv) commence a voluntary case under the federal bankruptcy laws (as now or hereafter in effect), (v) file a petition seeking to take advantage of any other law relating to bankruptcy, insolvency, reorganization, winding-up, or composition or readjustment of debts, (vi) fail to controvert in a timely and appropriate manner, or acquiesce in writing to, any petition filed against the Borrower or SCE in an involuntary case under such federal laws, or (vii) take any corporate action for the purpose of affecting any of the foregoing;

(e) A case or other proceeding shall be commenced (including commencement of such case or proceeding by way of service of process on the Borrower or SCE), in any court of competent jurisdiction, seeking (i) the liquidation, reorganization, dissolution or winding-up, or the composition or readjustment of debts of the Borrower or SCE, (ii) the appointment of a trustee, receiver, custodian, liquidator, or the like of the Borrower or SCE or of all or any substantial part of the assets of the Borrower or SCE or (iii) similar relief in respect of the Borrower or SCE under any law relating to bankruptcy, insolvency, reorganization, winding up, or composition or readjustment of debts, or a warrant of attachment, execution, or similar process shall be issued against a substantial part of the property of the Borrower or SCE and such case, proceeding, warrant, or process shall continue undismissed or unstayed and in effect for a period of 45 days, or an order, judgment, or decree approving or ordering any of the foregoing shall be entered in an involuntary case under such federal bankruptcy laws;

(f) (i) A trustee shall be appointed to administer any Plan under Section 4042 of ERISA, or the PBGC shall institute proceedings to terminate, or to have a trustee appointed to administer any Plan and such proceedings shall continue undismissed or unstayed and in effect for a period of 30 days, (ii) the Borrower or any Commonly Controlled Entity shall, or in the reasonable opinion of the Required Lenders is likely to, incur any liability in connection with a withdrawal from a "multiemployer plan" (as

defined in Section 4001(a)(3) of ERISA), or (iii) any other event or condition shall occur or exist with respect to a Plan and any of (i), (ii) or (iii) shall result in any liability which has a Material Adverse Effect;

(g) The Borrower or SCE shall (i) default in any payment of principal or interest on any Indebtedness in an aggregate amount in excess of \$200,000,000 or in the payment of any guarantee thereof beyond the period of grace, if any, provided in the instrument or agreement under which such Indebtedness or guarantee was created; or (ii) default beyond any applicable grace period in the observance or performance of any other agreement or condition relating to any such Indebtedness or guarantee or contained in any instrument or agreement evidencing, securing or relating thereto, or any other event shall occur or condition exist, the effect of which default or other event or condition is to cause, or to permit the holder or holders of such Indebtedness to cause, with the giving of notice if required, such

Indebtedness to become due prior to its stated maturity; provided, however, that if such default shall be cured by the Borrower or SCE or waived by the holders of such Indebtedness and any acceleration of maturity having resulted from such default shall be rescinded or annulled, in each case in accordance with the terms of such agreement or instrument, without any modification of the terms of such Indebtedness requiring the Borrower or SCE to furnish additional or other security therefor reducing the average life to maturity thereof or increasing the principal amount thereof, or any agreement by the Borrower or SCE to furnish additional or other security therefor or to issue in lieu thereof Indebtedness secured by additional or other collateral or with a shorter average life to maturity or in a greater principal amount, then any default hereunder by reason thereof shall be deemed likewise to have been thereupon cured or waived unless payment of the Loans hereunder has been accelerated prior to such cure or waiver;

(h) There shall have been entered by a court of competent jurisdiction within the United States and shall not have been vacated, discharged or stayed within sixty (60) days from the entry thereof (or such longer period as may be provided by law) one or more final judgments or final decrees for payment of money against the Borrower or SCE involving in the aggregate a liability (to the extent not paid or covered by insurance) in excess of \$200,000,000; or

(i) A Change of Control shall occur;

then, and in any such event, (A) if such event is an Event of Default specified in paragraph (d) or (e) of this Section with respect to the Borrower, automatically the Commitments shall immediately terminate and the Loans hereunder (with accrued interest thereon) and all other amounts owing under this Agreement and the other Loan Documents (including all obligations in respect of LC Exposure, whether or not such obligations are contingent or unmatured and whether or not the beneficiaries of the then outstanding Letters of Credit shall have presented the documents required thereunder) shall immediately become due and payable, and (B) if such event is any other Event of Default, either or both of the following actions may be taken: (i) with the consent of the Required Lenders, the Administrative Agent may, or upon the request of the Required Lenders, the Administrative Agent shall, by notice to the Borrower declare the Commitments to be terminated forthwith, whereupon the Commitments shall immediately

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terminate; and (ii) with the consent of the Required Lenders, the Administrative Agent may, or upon the request of the Required Lenders, the Administrative Agent shall, by notice to the Borrower, declare the Loans hereunder (with accrued interest thereon) and all other amounts owing under this Agreement and the other Loan Documents (including all obligations in respect of LC Exposure, whether or not such obligations are contingent or unmatured and whether or not the beneficiaries of the then outstanding Letters of Credit shall have presented the documents required thereunder) to be due and payable forthwith, whereupon the same shall immediately become due and payable. With respect to all Letters of Credit with respect to which presentment for honor for the full amount thereof shall not have occurred at the time of an acceleration pursuant to this paragraph, the Borrower shall at such time deposit in a cash collateral account opened by the Administrative Agent an amount equal to the aggregate then undrawn and unexpired amount of such Letters of Credit. Amounts held in such cash collateral account shall be applied by the Administrative Agent to the payment of drafts drawn under such Letters of Credit, and the unused portion thereof after all such Letters of Credit shall have expired or been fully drawn upon, if any, shall be applied to repay other obligations of the Borrower hereunder and under the other Loan Documents. After all such Letters of Credit shall have expired or been fully drawn binding upon all obligations in respect of the LC Exposure parties concerned. No Company, Board, Committee or individual shall have been satisfied and all other obligations of the Borrower hereunder and under the other Loan Documents shall have been paid in full, the balance, if any, in such cash collateral account shall be returned to the Borrower (or such other Person as may be lawfully entitled thereto). Except as expressly provided above in this Section, presentment, demand, protest and all other notices of any kind are hereby expressly waived.

SECTION 8. THE ADMINISTRATIVE AGENT

8.1. Appointment. Each Lender hereby designates and appoints the Administrative Agent as the agent of such Lender under this Agreement and the other Loan Documents, and each such Lender authorizes the Administrative Agent, in such capacity, to take such action on its behalf under the provisions of this Agreement and the other Loan Documents; and to exercise such powers and perform such duties as are expressly delegated to the Administrative Agent by the terms of this Agreement and the other Loan Documents, together with such other powers as are reasonably incidental thereto. Notwithstanding any provision to the contrary elsewhere in this Agreement, the Administrative Agent shall not have any duties or responsibilities, except those expressly set forth herein, or any fiduciary relationship with any Lender, and no implied covenants, functions, responsibilities, duties, obligations or liabilities shall be read into this Agreement or any other Loan Document or otherwise exist against the Administrative Agent.

8.2. Delegation of Duties. The Administrative Agent may execute any of its duties under this Agreement and the other Loan Documents by or through agents or attorneys-in-fact and shall be entitled to advice of counsel concerning all matters pertaining to such duties. The Administrative Agent shall not be responsible to the Lenders for the negligence or misconduct of any agents or attorneys in-fact selected by it with reasonable care.

8.3. Exculpatory Provisions. Neither the Administrative Agent nor any of its officers, directors, employees, agents, attorneys-in-fact or Affiliates shall be (i) liable to any Lender person for any action lawfully taken or omitted to be taken by it or such Person under or in connection with this Agreement or any other Loan Document (except for its or such Person's own gross negligence or willful misconduct) or (ii) responsible in any manner to any of the Lenders for any recitals, statements, representations or warranties made by the Borrower or any

officer thereof contained in this Agreement or any other Loan Document or in any certificate, report, statement or other document referred to or provided for in, or received by the Administrative Agent under or in connection with, this Agreement or any other Loan Document or for the value, validity, effectiveness, genuineness, enforceability or sufficiency of this Agreement or any other Loan Document or for any failure of the Borrower to perform its obligations hereunder or thereunder. The Administrative Agent shall not be under any obligation to any Lender to ascertain or to inquire as to the observance or performance of any of the agreements contained in, or conditions of, this Agreement or any other Loan Document, or to inspect the properties, books or records of the Borrower.

8.4. Reliance by Administrative Agent. The Administrative Agent shall be entitled to rely, and shall be fully protected in relying, upon any Note, writing, resolution, notice, consent, certificate, affidavit, letter, facsimile, telex or teletype message, statement, order or other document or conversation believed by it to be genuine and correct and to have been signed, sent or made by the proper Person or Persons and upon advice and statements of legal counsel (including, without limitation, counsel to the Borrower), independent accountants and other experts selected by the Administrative Agent. The Administrative Agent may deem and treat the payee of any Note as the owner thereof for all purposes unless a written notice of assignment, negotiation or transfer thereof shall have been filed with the Administrative Agent. The Administrative Agent shall be fully justified in failing or refusing to take any action under this Agreement or any other Loan Document unless it shall first receive such advice or concurrence of the Required Lenders as it deems appropriate or it shall first be indemnified to its satisfaction by the Lenders against any and all liability and expense which may be incurred by it by reason of taking or continuing to take any such action. The Administrative Agent shall in all cases be fully protected in acting, or in refraining from acting, under this Agreement and the other Loan Documents in accordance with a request of the Required Lenders, and such request and any action taken or failure to act pursuant thereto shall be binding upon all the Lenders and all future holders of the Loans.

8.5. Notice of Default. The Administrative Agent shall not be deemed to have knowledge or notice of the occurrence of any Default or Event of Default hereunder unless the Administrative Agent has received notice from a Lender or the Borrower referring to this Agreement, describing such Default or Event of Default and stating that such notice is a "notice of default". In the event that the Administrative Agent receives such a notice, the Administrative Agent shall give notice thereof to the Lenders. The Administrative Agent shall take such action with respect to such Default or Event of Default as shall be reasonably directed by the Required Lenders; provided that unless and until the Administrative Agent shall have received such directions, the Administrative Agent may (but shall not be obligated to) take such action, or refrain from taking such

action, with respect to such Default or Event of Default as it shall deem advisable in the best interests of the Lenders.8.6. Non-Reliance on Administrative Agent and Other Lenders. (a) Each Lender expressly acknowledges that neither the Administrative Agent nor any of its officers, directors, employees, agents, attorneys-in-fact or Affiliates has made any representations or warranties to it and that no act by the Administrative Agent hereafter taken, including any review of the affairs of the Borrower, shall be deemed to constitute any representation or warranty by the Administrative Agent to any Lender. Each Lender represents to the Administrative Agent that it has, independently and without reliance upon the Administrative Agent or any other Lender, and based on such documents and information as it has deemed appropriate, made its own appraisal of and investigation into the business, operations, property, financial and other condition and creditworthiness of the Borrower and made its own decision to make its Loans

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hereunder and enter into this Agreement. Each Lender also represents that it will, independently and without reliance upon the Administrative Agent or any other Lender, and based on such documents and information as it shall deem appropriate at the time, continue to make its own credit analysis, appraisals and decisions in taking or not taking action under this Agreement and the other Loan Documents, and to make such investigation as it deems necessary to inform itself as to the business, operations, property, financial and other condition and creditworthiness of the Borrower. Except for notices, reports and other documents expressly required to be furnished to the Lenders by the Administrative Agent hereunder, the Administrative Agent shall not have any duty or responsibility to provide any Lender with any credit or other information concerning the business, operations, property, condition (financial or otherwise), prospects or creditworthiness of the Borrower which may come into the possession of the Administrative Agent or any of its officers, directors, employees, agents, attorneys-in-fact or Affiliates.

(b)(i) Each Lender hereby agrees that (x) if the Administrative Agent notifies such Lender that the Administrative Agent has determined in its sole discretion that any funds received by such Lender from the Administrative Agent or any of its Affiliates (whether as a payment, prepayment or repayment of principal, interest, fees or otherwise; individually and collectively, a "Payment") were erroneously transmitted to such Lender (whether or not known to such Lender), and demands the return of such Payment (or a portion thereof), such Lender shall promptly, but in no event later than one Business Day thereafter, return to the Administrative Agent the amount of any such Payment (or portion thereof) as to which such a demand was made in same day funds, together with interest thereon in respect of each day from and including the date such Payment (or portion thereof) was received by such Lender to the date such amount is repaid to the Administrative Agent at the greater of the NYFRB Rate and a rate determined by the Administrative Agent in accordance with banking industry rules on interbank compensation from time to time in effect, and (y) to the extent permitted by applicable law, such Lender shall not assert any right or claim to an erroneous Payment, and hereby waives any claim, counterclaim, defense or right of set-off or recoupment with respect to any demand, claim or counterclaim by the Administrative Agent for the return of any Payments received, including without limitation any defense based on "discharge for value" or any similar doctrine. A notice of the Administrative Agent to any Lender under this Section 8.6(b) shall be conclusive, absent manifest error.

(ii) Each Lender hereby further agrees that if it receives a Payment from the Administrative Agent or any of its Affiliates (x) that is in a different amount than, or on a different date from, that specified in a notice of payment sent by the Administrative Agent (or any of its Affiliates) with respect to such Payment (a "Payment Notice") or (y) that was not preceded or accompanied by a Payment Notice, it shall be on notice, in each such case, that an error has been made with respect to such Payment. Each Lender agrees that, in each such case, or if it otherwise becomes aware a Payment (or portion thereof) may have been sent in error, such Lender shall promptly notify the Administrative Agent of such occurrence and, upon demand from the Administrative Agent, it shall promptly, but in no event later than one Business Day thereafter, return to the Administrative Agent the amount of any such Payment (or portion thereof) as to which such a demand was made in same day funds, together with interest thereon in respect of each day from and

including the date such Payment (or portion thereof) was received by such Lender to the date such amount is repaid to the Administrative Agent at the greater of the NYFRB Rate and a rate determined by the Administrative Agent in accordance with banking industry rules on interbank compensation from time to time in effect.

(iii) The Borrower and each Lender hereby agrees that (x) in the event an erroneous Payment (or portion thereof) are not recovered from any Lender that has received such Payment (or portion thereof) for any reason after demand by the Administrative Agent to such Lender therefor, the Administrative Agent shall be subrogated to all the rights of such Lender under the Loan Documents with respect to the amount of such Payment (or portion thereof) and (y) a Payment that was erroneously transmitted to any Lender shall not pay, prepay, repay, discharge or otherwise satisfy any obligations owed by the Borrower under any of the Loan Documents, except, in each case, to the extent such Payment is, and solely with respect to the amount of such Payment that is, comprised of funds received by the Administrative Agent from the Borrower for the purpose of making a payment, prepayment or repayment of principal, interest, fees or otherwise to satisfy certain obligations.

(iv) Each party's obligations under this Section 8.6(b) shall survive the resignation or replacement of the Administrative Agent or any transfer of rights or obligations by, or the replacement of, a Lender, the termination of the Commitments or the repayment, satisfaction or discharge of all obligations under any Loan Document.

8.7. Indemnification. The Lenders agree to indemnify each Agent in its capacity as the Administrative Agent or a Co-Syndication Agent or Documentation Agent, as the case may be (to the extent not reimbursed by the Borrower and without limiting the obligation of the Borrower to do so), ratably according to their respective Percentages in effect on the date on which indemnification is sought under this Section (or, if indemnification is sought after the date upon which the Commitments shall have terminated, the Letters of Credit shall have terminated or expired and the Loans shall have been paid in full, ratably in accordance with such Percentages immediately prior to such date), from and against any and all liabilities, obligations, losses, damages, penalties, actions, judgments, suits, costs, expenses or disbursements of any kind whatsoever that may at any time (whether before or after the payment of the Loans or the termination or expiration of the Letters of Credit) be imposed on, incurred by or asserted against such Agent in any way relating to or arising out of, the Commitments, this Agreement, any of the other Loan Documents or any documents contemplated by or referred to herein or therein or the transactions contemplated hereby or thereby or any action taken or omitted by such Agent under or in connection with any of the foregoing; provided that no Lender shall be liable for the payment of any portion of such liabilities, obligations, losses, damages, penalties, actions, judgments, suits, costs, expenses or disbursements that are found by a final and nonappealable decision of a court of competent jurisdiction to have resulted from such Agent's gross negligence or willful misconduct. The agreements in this Section shall survive the

payment of the Loans and all other amounts payable hereunder.**8.8. Administrative Agent in Its Individual Capacity.** The Administrative Agent and its Affiliates may make loans to, accept deposits from and generally engage in any kind of business with the Borrower as though the Administrative Agent were not the Administrative Agent hereunder and under the other Loan Documents. With respect to the Loans made by it, the Administrative Agent shall have the same rights and powers under this Agreement and the other Loan Documents as any Lender and may exercise the same as though it were not the Administrative Agent, and the terms "Lender" and "Lenders" shall include the Administrative Agent in its individual capacity.**8.9. Successor Administrative Agent.** The Administrative Agent may resign as Administrative Agent at any time upon 30 days' notice by notifying the Lenders and the Borrower. Additionally, if the Lender then acting as the

Administrative Agent is (x) a Defaulting Lender and (y) the subject of a Bankruptcy Event, then the Administrative Agent may be removed by the Borrower. If the Administrative Agent shall resign as Administrative Agent under this Agreement and the other Loan Documents or is removed pursuant to the immediately preceding sentence, then the Required Lenders shall appoint from among the Lenders a successor agent for the Lenders, subject to approval by the Borrower, whereupon such successor agent shall succeed to the rights, powers and duties of the Administrative Agent, and the term "Administrative Agent" shall mean such successor agent effective upon such appointment and approval, and the former Administrative Agent's rights, powers and duties as Administrative Agent shall be terminated, without any other or further act or deed on the part of such former Administrative Agent or any of the parties to this Agreement or any holders of the Loans. In the event that no such successor Administrative Agent is so appointed by the Required Lenders within 30 days of the Administrative Agent's notice of resignation, the retiring Administrative Agent may, on behalf of the Lenders, appoint a successor Administrative Agent (subject to the approval of the Borrower) as provided above. After any removed Administrative Agent's removal or retiring Administrative Agent's resignation as Administrative Agent, the provisions of this Section 8 and Section 9.5 shall inure to its benefit as to any actions taken or omitted to be taken by it while it was Administrative Agent under this Agreement and the other Loan Documents.

8.10. The Co-Syndication and Documentation Agents. Neither the Co-Syndication Agents nor the Documentation Agents (nor any of them individually) in their respective capacities as such shall have any rights, duties or responsibilities hereunder, or any fiduciary relationship with any Lender, and no implied covenants, functions, responsibilities, duties, obligations or liabilities shall be read into this Agreement or otherwise exist against the Co-Syndication Agents or the Documentation Agents (or any of them individually) in their capacities as Agents.

8.11. Certain ERISA Matters. (a) Each Lender (x) represents and warrants, as of the date such Person became a Lender party hereto, to, and (y) covenants, from the date such Person became a Lender party hereto to the date such Person ceases being a Lender party hereto, solely for the benefit of the Administrative Agent, each Agent and their respective Affiliates, and not, for the avoidance of doubt, to or for the benefit of the Borrower or any of its Subsidiaries, that at least one of the following is and will be true: (i) such Lender is not using "plan assets" (within the meaning of the Plan Asset Regulations) of one or more Benefit Plans with respect to such Lender's entrance into, participation in, administration of and performance of the Loans, the Letters of Credit or the Commitments or this Agreement,

(ii) the transaction exemption set forth in one or more PTEs, such as PTE 84-14 (a class exemption for certain transactions determined by independent qualified professional asset managers), PTE 95-60 (a class exemption for certain transactions involving insurance company general accounts), PTE 90-1 (a class exemption for certain transactions involving insurance company pooled separate accounts), PTE 91-38 (a class exemption for certain transactions involving bank collective investment funds) or PTE 96-23 (a class exemption for certain transactions determined by in-house asset managers), is applicable with respect to such Lender's entrance into, participation in, administration of and performance of the Loans, the Letters of Credit, the Commitments and this Agreement,

(iii) (A) such Lender is an investment fund managed by a "Qualified Professional Asset Manager" (within the meaning of Part VI of PTE 84-14), (B) such

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Qualified Professional Asset Manager made the investment decision on behalf of such Lender to enter into, participate in, administer and perform the Loans, the Letters of Credit, the Commitments and this Agreement, (C) the entrance into, participation in, administration of and performance of the Loans, the Letters of Credit, the Commitments and this Agreement satisfies the requirements of sub-sections (b) through (g) of Part I of PTE 84-14 and (D) to the best knowledge of such Lender, the requirements of subsection (a) of Part I of PTE 84-14 are satisfied with respect to such Lender's entrance into, participation

in, administration of and performance of the Loans, the Letters of Credit, the Commitments and this Agreement, or

(iv) such other representation, warranty and covenant as may be agreed in writing between the Administrative Agent, in its sole discretion, and such Lender.

(b) In addition, unless sub-clause (i) in the immediately preceding clause (a) is true with respect to a Lender or such Lender has provided another representation, warranty and covenant in accordance with sub-clause (iv) in the immediately preceding clause (a), such Lender further (x) represents and warrants, as of the date such Person became a Lender party hereto, to, and (y) covenants, from the date such Person became a Lender party hereto to the date such Person ceases being a Lender party hereto, for the benefit of the Administrative Agent, each Agent and their respective Affiliates, and not, for the avoidance of doubt, to or for the benefit of the Borrower or any of its Subsidiaries, that none of the Administrative Agent, or any Agent or any of their respective Affiliates is a fiduciary with respect to the assets of such Lender involved in such Lender's entrance into, participation in, administration of and performance of the Loans, the Commitments or this Agreement (including in connection with the reservation or exercise of any rights by the Administrative Agent under this Agreement, any Loan Document or any documents related to hereto or thereto).

(c) The Administrative Agent, and each Agent hereby informs the Lenders that each such Person is not undertaking to provide investment advice, or to give advice in a fiduciary capacity, in connection with the transactions contemplated hereby, and that such Person has a financial interest in the transactions contemplated hereby in that such Person or an Affiliate thereof (i) may receive interest or other payments with respect to the Loans, the Letters of Credit, the Commitments, this Agreement and any other Loan Documents (ii) may recognize a gain if it extended the Loans, the Letters of Credit or the Commitments for an amount less than the amount being paid for an interest in the Loans, the Letters of Credit or the Commitments by such Lender or (iii) may receive fees or other payments in connection with the transactions contemplated hereby, the Loan Documents or otherwise, including structuring fees, commitment fees, arrangement fees, facility fees, upfront fees, underwriting fees, ticking fees, agency fees, administrative agent or collateral agent fees, utilization fees, minimum usage fees, letter of credit fees, fronting fees, deal-away or alternate transaction fees, amendment fees, processing fees, term out premiums, banker's acceptance fees, breakage or other early termination fees or fees similar to the foregoing.

SECTION 9. MISCELLANEOUS

9.1. Amendments and Waivers. Subject to Section 2.10, the Required Lenders may, or, with the written consent of the Required Lenders, the Administrative Agent may, from

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time to time, enter into with the Borrower written amendments, supplements, modifications or waivers hereto and to the other Loan Documents; provided, however, that no such waiver and no such amendment, supplement or modification shall (i) (A) reduce the amount or extend the scheduled date of maturity of any Loan or reimbursement obligation in respect of any LC Disbursement, (B) alter the pro rata payment sharing requirements of the first sentence of Section 2.11(a) (other than in connection with an amend and extend transaction offered ratably to all similarly situated Lenders), (C) reduce the stated rate of any interest or fee payable hereunder or extend the scheduled date of any payment thereof or (D) increase the amount or extend the termination date of any Lender's Commitment, in each case without the consent of each Lender affected thereby, or (ii) amend, modify or waive any provision of this Section or reduce the percentage specified in the definition of Required Lenders, in each case without the written consent of all the Lenders or (iii) (A) amend, modify or waive any provision of Section 8 without the written consent of the then Administrative Agent or (B) amend, modify or waive any provision directly affecting the rights or duties of any Issuing Lender without the written consent of such Issuing Lender.

Furthermore, notwithstanding the foregoing, the Administrative Agent, with the consent of the Borrower, may amend, modify or supplement any Loan Document without the consent of any Lender or the Required Lenders in order to correct, amend or cure any ambiguity, inconsistency or defect or correct any typographical error or other manifest error in any document. Notwithstanding anything to the contrary herein, no

Defaulting Lender shall have any right to approve or disapprove any amendment, modification, waiver or consent hereunder except for matters described in clause (i) of the first paragraph of this Section 9.1 (but only to the extent such Defaulting Lender would be adversely disproportionately affected by such amendment, modification, waiver or consent) requiring the consent of such affected Lender.

In addition, the Administrative Agent and the Borrower may, without the consent of any Lender, enter into amendments or modifications to this Agreement or any of the other Loan Documents or enter into additional agreements as the Administrative Agent deems appropriate in order to implement any Benchmark Replacement or any Benchmark Replacement Conforming Change or otherwise effectuate the terms of Section 2.10 in accordance with the terms thereof.

9.2. Notices. All notices, requests and demands to or upon the respective parties hereto to be effective shall be in writing (including by facsimile transmission), and, unless otherwise expressly provided herein, shall be deemed to have been duly given or made when delivered, addressed as follows in the case of the Borrower and the Administrative Agent, and as set forth in Schedule 1.1 in the case of the other parties hereto, or to such other address as may be hereafter notified by the respective parties hereto: The Borrower: Edison International
2244 Walnut Grove Avenue
Rosemead, California 91770
Attention: Manager of Cash Management
Fax: (626) 302-1472

The Administrative Agent: Loan and Agency Services Group
500 Stanton Christiana Road NCC5
Newark, DE 19713
Attention: Marsea Medori
Phone: (302) 634-1928

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Wholesale Credit Risk
8181 Communications Pkwy, Building B, 6th Floor
Plano, TX 75024
Attention: Anthony Griffin
Phone: (972) 324-4280

provided that any notice, request or demand to or upon the Administrative Agent or the Lenders pursuant to Section 2.1, 2.2, 2.5, 2.6, 2.10 or 2.13 or Section 3 shall not be effective until received.

9.3. No Waiver; Cumulative Remedies. No failure to exercise and no delay in exercising, on the part of the Administrative Agent or any Lender, any right, remedy, power or privilege hereunder or under the other Loan Documents shall operate as a waiver thereof; nor shall any single or partial exercise of any right, remedy, power or privilege hereunder preclude any other or further exercise thereof or the exercise of any other right, remedy, power or privilege. The rights, remedies, powers and privileges herein provided are cumulative and not exclusive of any rights, remedies, powers and privileges provided by law. 9.4. Survival. (a) The agreements contained in Sections 2.13, 2.14, 2.15, 8.7, 9.5, 9.11, 9.12 and 9.13 shall survive the termination of this Agreement, the expiration or termination of the Letters of Credit and the payment of the Loans and all other amounts payable hereunder. (b) All representations and warranties made hereunder, in the other Loan Documents and in any document, certificate or statement delivered pursuant hereto or in connection herewith or therewith shall survive the execution and delivery of this Agreement and the making of the Loans hereunder.

9.5. Payment of Expenses. The Borrower agrees (a) to pay or reimburse the Administrative Agent for all its reasonable out-of-pocket costs and expenses incurred in connection with the development, preparation, execution interpretation and administration of and any amendment, supplement or modification to, this Agreement

and the other Loan Documents including, without limitation, the reasonable fees and expenses of one joint counsel to the Agents in connection with this Agreement and the other Loan Documents, (b) to pay or reimburse each Lender and the Administrative Agent for all its out-of-pocket costs and expenses incurred in connection with the enforcement or preservation of any rights under this Agreement or the other Loan Documents including, without limitation, the fees and disbursements of one joint counsel (and, if required, one regulatory counsel) to the Lenders and the Administrative Agent (each such counsel to be reasonably acceptable to the Administrative Agent and the Issuing Lenders), **Plan**, provided that, notwithstanding the foregoing, the Borrower agrees to pay or reimburse the fees and disbursements of separate counsel to any Lender or the Administrative Agent to the extent of any conflict of interest among the Lenders or between the Lenders and the Administrative Agent, (c) to pay, indemnify, or reimburse each Lender and the Administrative Agent for, and hold each Lender and the Administrative Agent harmless from, any and all recording and filing fees, which may be payable or determined to be payable in connection with the execution and delivery of, or consummation or administration of any of the transactions contemplated by, or any amendment, supplement or modification of, or any waiver or consent under or in respect of, this Agreement, the other Loan Documents and any such other documents and (d) to pay, indemnify, and hold each Agent, each Arranger, each Lender, Issuing Lender, and each of their respective Affiliates, and their respective directors, officers, employees, advisors, affiliates and agents (each, an "indemnified person") harmless from and against any and all other liabilities, obligations, losses, damages, penalties, actions, judgments, suits, costs, expenses or disbursements of any kind or

nature whatsoever with respect to the execution, delivery, enforcement, performance and administration of this Agreement and the other Loan Documents and the use of proceeds of the Loans or Letters of Credit (all the foregoing in this clause (d), collectively, the "indemnified liabilities"), provided, that the Borrower shall have no obligation hereunder to any indemnified person with respect to indemnified liabilities that are found by a final and non-appealable decision of a court of competent jurisdiction to have resulted from the gross negligence or willful misconduct of such indemnified person, from the breach by such indemnified person of its Contractual Obligations to the Borrower or from negotiated settlements of pending or threatened legal actions entered into by such indemnified person without the Borrower's consent. No indemnified person referred to above shall be liable for any damages arising from the unauthorized use by recipients of any information or other materials distributed to such recipients by such indemnified person through electronic telecommunications or other information transmission systems in connection with this Agreement or the other Loan Documents or the transactions contemplated hereby or thereby other than for direct or actual damages resulting from the gross negligence or willful misconduct of such indemnified person as determined by a court of competent jurisdiction in a final and non-appealable decision. Notwithstanding the foregoing, this Section 9.5 shall not apply with respect to taxes other than any taxes that represent losses or damages arising from any non-tax claim.

9.6. **Transfer Provisions.** (a) **9. Successors and Assigns** **Assigns.** This Agreement **Plan** shall be binding upon and inure to the benefit of the Borrower, the Lenders, the Administrative Agent and their respective heirs, legal representatives, successors and assigns of the Company and Participant.

Notwithstanding the foregoing, any right to receive payment hereunder is hereby expressly declared to be personal, nonassignable and nontransferable, except that the Borrower may not assign by will, intestacy, or transfer any of its rights or obligations under this Agreement without the prior written consent of each Lender. (b) **Participations.** Any Lender may, in the ordinary course of its commercial lending business as otherwise required by law, and in accordance with applicable law, at any time sell to one or more banks or other entities ("Participants"), other than to the Borrower and its Affiliates, participating interests in any Loan owing to such Lender, any Commitment of such Lender or any other interest of such Lender hereunder and under the other Loan Documents. In the event of any attempted assignment, alienation or transfer of such sale by a Lender rights contrary to the provisions hereof, the Company shall have no further liability for payments hereunder.

10. Beneficiaries. Any award approved following the death of a participating interest to a Participant such Lender's obligations under this Agreement will be made to the other parties to this Agreement shall remain unchanged, such Lender shall remain solely responsible for Participant's most recently designated beneficiary or beneficiaries under the performance thereof, such Lender shall remain the holder of 2007 Performance Incentive Plan (or any such Loan and interests for all purposes under this Agreement and the other Loan Documents, and the Borrower and the Administrative Agent shall continue to deal solely and directly with such Lender in connection with such Lender's rights and obligations under this Agreement and the other Loan Documents. The Borrower agrees that each Participant shall be entitled to the benefits of Sections 2.13, 2.14 and 2.15 with respect to its participation in the Commitments and the Loans outstanding from time to time as if such Participant were a Lender; provided that, in the case of Section 2.14, such Participant shall have complied with the requirements of said Section as if it were a Lender (it being understood that the documentation required under Section 2.14(e) shall, subject to applicable law, be delivered to the transferring Lender); and provided, further, that no Participant shall be entitled to receive any greater amount pursuant to any such Section than the transferor Lender would have been entitled to receive in respect successor equity incentive plan) of the amount of the participation transferred Company. If no beneficiary has been designated by such transferor Lender to such Participant had no such transfer occurred. Each Lender that sells a participation, acting solely for this purpose as a non-fiduciary agent of the Borrower, shall maintain a register on which it enters the name and address of each Participant and the principal amounts (and stated interest) of each Participant's interest in the Loans or other obligations under this Agreement (the "Participant Register"); provided that no Lender shall have

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any obligation to disclose all or any portion of the Participant, Register to any Person (including or if no beneficiary survives the identity of any Participant, or any information relating to if a Participant's interest in any Commitments, Loans, Letters of Credit or its other obligations under this Agreement) except to the extent that such disclosure is necessary to establish that such Commitment, Loan, Letter of Credit or other obligation is in registered form under Section 5f.103-1(c) of the United States Treasury Regulations. The entries in designated beneficiary should die after surviving the Participant Register shall but before the award has been paid, any award approved will be conclusive, and such Lender and the Administrative Agent shall treat each person whose name is recorded paid in the Participant Register pursuant to the terms hereof as the owner of such participation for all purposes of this Agreement, notwithstanding notice to the contrary.

(c) **Assignments.** Any Lender may, in the ordinary course of its commercial lending business and in accordance with applicable law, at any time and from time to time, with the consent of the Issuing Lenders (which consent shall not be unreasonably withheld or delayed) assign to any Lender or any Affiliate thereof or, with the consent of the Borrower, the Administrative Agent and the Issuing Lenders (which consent of the Borrower, the Administrative Agent and the Issuing Lenders shall not be unreasonably withheld or delayed and which consent shall not be required from the Borrower during the continuation of an Event of Default and shall be deemed given if the Borrower has not objected thereto within fifteen Business Days of notice thereof), to an additional bank or financial institution (an "Assignee") all or any part of its rights and obligations under this Agreement and the other Loan Documents pursuant to an Assignment and Assumption, substantially in the form of Exhibit E (an "Assignment and Assumption"), executed by such Assignee, such assigning Lender, and (to the extent required by this paragraph) the Administrative Agent and the Issuing Lender (and, in the case of an Assignee that is not then a Lender or an Affiliate thereof, by the Borrower) and delivered to the Administrative Agent for its acceptance and recording in the Register, provided that, in the case of any such assignment to an additional bank or financial institution, (i) the sum (without duplication) of the aggregate principal amount of the Commitments and Exposure being assigned shall not be less than \$10,000,000 (or, if such Assignee is an Affiliate of a Lender, \$5,000,000), or such lesser amount as may be agreed to by the Borrower and the Administrative Agent and (ii) (x) the sum (without duplication) of the aggregate principal amount of the Commitments and Exposure retained by the assigning Lender, if any, shall not be less than \$10,000,000 (or such lesser amount as may be agreed to by the Borrower and the Administrative Agent) or (y) after giving effect to such assignment, the assigning Lender shall hold no Loans or Commitments. For the avoidance of doubt, no Lender may at any time assign or transfer all or any part of its rights

and obligations under this Agreement and the other Loan Documents to any natural person or to the Borrower or any Affiliate of the Borrower.

Upon such execution, delivery, acceptance and recording, from and after the effective date determined pursuant to such Assignment and Assumption, (x) the Assignee thereunder shall be a party hereto and, to the extent provided in such Assignment and Assumption, have the rights and obligations of a Lender hereunder with a Commitment as set forth therein, and (y) the assigning Lender thereunder shall, to the extent provided in such Assignment and Assumption, be released from its obligations under this Agreement (and, in the case of an Assignment and Assumption covering all or the remaining portion of an assigning Lender's rights and obligations under this Agreement, such assigning Lender shall cease to be a party hereto), but shall retain its rights pursuant to Sections 2.13, 2.14 and 2.15 in respect of the period prior to such effective date. Any assignment or transfer by a Lender of rights or obligations under this Agreement that does not

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comply with this Section 9.6(c) shall be treated for purposes of this Agreement as a sale by such Lender of a participation in such rights and obligations in accordance with paragraph (b) of this Section.

(d) The Register. The Administrative Agent, on behalf of the Borrower, shall maintain at the address of the Administrative Agent referred to in Section 9.2 a copy of each Assignment and Assumption delivered to it and a register (the "Register") for the recordation of the names and addresses of the Lenders and the Commitment of, and principal amounts of the Loans and LC Exposure owing to, each Lender from time to time. The entries in the Register shall be conclusive, in the absence of manifest error, and the Borrower, the Administrative Agent and the Lenders shall treat each Person whose name is recorded in the Register as the owner of a Loan or other obligation hereunder for all purposes of this Agreement and the other Loan Documents, notwithstanding any notice to the contrary. Any assignment of any Loan or other obligation hereunder not evidenced by a Note shall be effective only upon appropriate entries with respect thereto being made in the Register. The Register shall be available for inspection by the Borrower or any Lender at any reasonable time and from time to time upon reasonable prior notice.

(e) Recordation. Upon its receipt of an Assignment and Assumption executed by an assigning Lender and an Assignee, the Administrative Agent and the Issuing Lender (and, in the case of an Assignee that is not then a Lender or an Affiliate thereof, by the Borrower) together with lump-sum payment to the Administrative Agent of a registration and processing fee of \$3,500, the Administrative Agent shall (i) promptly accept such Assignment and Assumption and (ii) on the effective date determined pursuant thereto record the information contained therein in the Register and give notice of such acceptance and recordation to the Lenders and the Borrower.

(f) Disclosure. Subject to Section 9.14, the Borrower authorizes each Lender to disclose to any Participant or Assignee (each, a "Transferee") and any prospective Transferee, any and all financial information in such Lender's possession concerning the Borrower and its Affiliates which has been delivered to such Lender by or on behalf of the Borrower pursuant to this Agreement or which has been delivered to such Lender by or on behalf of the Borrower in connection with such Lender's credit evaluation of the Borrower and its Affiliates prior to becoming a party to this Agreement.

(g) Pledges. For avoidance of doubt, the parties to this Agreement acknowledge that the provisions of this Section concerning assignments of Loans and Notes relate only to absolute assignments and that such provisions do not prohibit assignments creating security interests, including, without limitation, any pledge or assignment by a Lender of any Loan or Note to any Federal Reserve Bank or any other central bank having jurisdiction over such Lender in accordance with applicable law.

9.7. Adjustments; Set-Off. (a) Except to the extent that this Agreement expressly provides for payments to be allocated to a particular Lender or Lenders, if any Lender (a "benefited Lender") shall at any time receive any payment of all or part of its Loans, or interest thereon, or LC Exposure, or receive any collateral in

respect thereof (whether voluntarily or involuntarily, by set-off, pursuant to events or proceedings of the nature referred to in Section

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7(d) or (e), or otherwise), in a greater proportion than any such payment to or collateral received by any other Lender, if any, in respect of such other Lender's Loans, or interest thereon, or LC Exposure, such benefited Lender shall purchase for cash from the other Lenders a participating interest in such portion of each such other Lender's Loans and LC Exposure, or shall provide such other Lenders with the benefits of any such collateral, or the proceeds thereof, **Participant's estate** as shall be necessary to cause such benefited Lender to share the excess payment or benefits of such collateral or proceeds ratably with each of the Lenders; provided, however, that if all or any portion of such excess payment or benefits is thereafter recovered from such benefited Lender, such purchase shall be rescinded, and the purchase price and benefits returned, to the extent of such recovery, but without interest. Notwithstanding the foregoing, no Lender shall exercise any right of set-off against the Borrower in connection with this Agreement without the consent of the Required Lenders.

(b) In addition to any rights and remedies of the Lenders provided by law, upon (i) the occurrence and during the continuance of any Event of Default and (ii) the declaration by Lenders having more than 66 2/3 % in aggregate amount of the Commitments (or, if the Commitments have been terminated, by Lenders having more than 66 2/3 % of the Total Exposures) pursuant to Section 7 of the Loans hereunder (with accrued interest thereon) and all other amounts owing under this Agreement and the other Loan Documents to be due and payable, each Lender shall have the right, without prior notice to the Borrower, any such notice being expressly waived by the Borrower to the extent permitted by applicable law, upon any amount becoming due and payable by the Borrower hereunder (whether at the stated maturity, by acceleration or otherwise), to set off and appropriate and apply against such amount any and all deposits (general or special, time or demand, provisional or final), in any currency, and any other credits, indebtedness or claims, in any currency, in each case whether direct or indirect, absolute or contingent, matured or unmatured, at any time held or owing by such Lender or any branch or agency thereof to or for the credit or the account of the Borrower; **provided** that if any Defaulting Lender shall exercise any such right of setoff, (i) all amounts so set off shall be paid over immediately to the Administrative Agent for further application in accordance with the provisions of this Agreement and, pending such payment, shall be segregated by such Defaulting Lender from its other funds and deemed held in trust for the benefit of the Administrative Agent, the Issuing Lenders and the Lenders and (ii) the Defaulting Lender shall provide promptly to the Administrative Agent a statement describing in reasonable detail the obligations owing to such Defaulting Lender **soon** as to which it exercised such right of set-off. Each Lender agrees promptly to notify the Borrower and the Administrative Agent after any such application made by such Lender; **provided** that the failure to give such notice shall not affect the validity of such setoff and application.

9.8. **Counterparts.** (a) This Agreement may be executed by one or more of the parties to this Agreement on any number of separate counterparts, and all of said counterparts taken together shall be deemed to constitute one and the same instrument. A set of the copies of this Agreement signed by all the parties shall be lodged with the Borrower and the Administrative Agent. (b) Delivery of an executed counterpart of a signature page (whether manually executed or executed by Electronic Signature) of (x) this Agreement, (y) any other Loan Document and/or (z) any document, amendment, approval, consent, information, notice (including, for the avoidance of doubt, any notice delivered pursuant to Section 9.2), certificate, request, statement, disclosure or authorization related to this Agreement, any other Loan Document and/or the transactions contemplated hereby and/or thereby (each an "**Ancillary Document**") by telecopy, emailed pdf. or any other electronic means that reproduces an image of

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such signature page shall be effective as physical delivery of a manually executed counterpart of this Agreement, such other Loan Document or such Ancillary Document, as applicable. To the fullest extent permitted by applicable law, the words "execution," "signed," "signature," "delivery," and words of like import in or relating to this Agreement, any other Loan Document and/or any Ancillary Document (in each case other than any Note) shall be deemed to include Electronic Signatures, electronic deliveries or the keeping of records in any electronic form (including deliveries by telecopy, emailed pdf. or any other electronic means that reproduces an image of an actual executed signature page), 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; provided that nothing herein shall require the Administrative Agent to accept Electronic Signatures (other than for this Agreement) in any form or format without its prior written consent and pursuant to procedures approved by it (it being agreed that Electronic Signatures shall not be accepted for any Notes); provided, further, without limiting the foregoing, (i) to the extent the Administrative Agent has agreed to accept any Electronic Signature for the Borrower, each of the Agents and each of the Lenders shall be entitled to rely on such Electronic Signature purportedly given by or on behalf of the Borrower without further verification thereof and without any obligation to review the appearance or form of any such Electronic Signature and (ii) upon the reasonable request of any Agent or any Lender, any Electronic Signature shall be promptly followed by a manually executed counterpart. Without limiting the generality of the foregoing, each of the parties hereto hereby (i) agrees that, for all purposes, including without limitation, in connection with any workout, restructuring, enforcement of remedies, bankruptcy proceedings or litigation between or among the Agents, the Lenders, and the Borrower, Electronic Signatures transmitted by telecopy, emailed pdf. or any other electronic means that reproduces an image of an actual executed signature page and/or any electronic images of this Agreement, any other Loan Document and/or any Ancillary Document (in each case other than any Note) shall have the same legal effect, validity and enforceability as any paper original, (ii) waives any argument, defense or right to contest the legal effect, validity or enforceability of this Agreement, any other Loan Document and/or any Ancillary Document based solely on the lack of paper original copies of this Agreement, such other Loan Document and/or such Ancillary Document, respectively, including with respect to any signature pages thereto; provided that this subclause clause (ii) will not apply in any case to any Notes delivered hereunder and (iii) waives any claim against any other party hereto for any Liabilities arising solely from such other party's reliance on or the waiving party's use of Electronic Signatures and/or transmissions by telecopy, emailed pdf. or any other electronic means that reproduces an image of an actual executed signature page, including any Liabilities arising as a result of the failure of the waiving party to use any available security measures in connection with the execution by, or delivery or transmission of, any Electronic Signature.

9.9. Severability. Any provision of this Agreement which is prohibited or unenforceable in any jurisdiction shall, as to such jurisdiction, be ineffective to the extent of such prohibition or unenforceability without invalidating the remaining provisions hereof, and any such prohibition or unenforceability in any jurisdiction shall

not invalidate or render unenforceable such provision in any other jurisdiction.9.10. Integration. This Agreement and the other Loan Documents represent the agreement of the Borrower, the Administrative Agent and the Lenders with respect to the subject matter hereof, and there are no promises, undertakings, representations or warranties by the Administrative Agent or any Lender relative to subject

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matter hereof not expressly set forth or referred to herein or in the other Loan Documents.

9.11. GOVERNING LAW. THIS AGREEMENT AND THE RIGHTS AND OBLIGATIONS OF THE PARTIES HEREUNDER SHALL BE GOVERNED BY, AND CONSTRUED AND INTERPRETED IN ACCORDANCE WITH, THE LAW OF THE STATE OF NEW YORK.9.12. WAIVERS OF JURY TRIAL. THE BORROWER, THE ADMINISTRATIVE AGENT AND THE LENDERS HEREBY IRREVOCABLY AND UNCONDITIONALLY WAIVE TRIAL BY JURY IN ANY LEGAL ACTION OR PROCEEDING RELATING TO THIS AGREEMENT OR ANY OTHER LOAN DOCUMENT AND FOR ANY

COUNTERCLAIM THEREIN. THIS WAIVER SHALL APPLY TO ANY SUBSEQUENT AMENDMENTS, RENEWALS, SUPPLEMENTS OR MODIFICATIONS TO THIS AGREEMENT OR ANY OTHER LOAN DOCUMENT. 9.13. Submission To Jurisdiction; Waivers. The Borrower hereby irrevocably and unconditionally: (a) submits for itself and its property in any legal action or proceeding relating to this Agreement and the other Loan Documents to which it is a party, or for recognition and enforcement of any judgment in respect thereof, to the non-exclusive jurisdiction of the Supreme Court of the State of New York sitting in New York County, Borough of Manhattan and of the United States District Court for the Southern District of New York, and appellate courts from any thereof;

(b) consents that any such action or proceeding may be brought in such courts and waives any objection that it may now or hereafter have to the venue of any such action or proceeding in any such court or that such action or proceeding was brought in an inconvenient court and agrees not to plead or claim the same;

(c) agrees that service of process in any such action or proceeding may be effected by mailing a copy thereof by registered or certified mail (or any substantially similar form of mail), postage prepaid, to the Borrower at its address set forth in Section 9.2 or at such other address of which the Administrative Agent shall have been notified pursuant thereto;

(d) agrees that nothing herein shall affect the right to effect service of process in any other manner permitted by law or shall limit the right to sue in any other jurisdiction; and

(e) waives, to the maximum extent not prohibited by law, any right it may have to claim or recover in any legal action or proceeding referred to in this Section any special, exemplary, punitive or consequential damages.

9.14. Confidentiality. Each of the Administrative Agent and the Lenders expressly agree, for the benefit of the Borrower and its Subsidiaries, to maintain the confidentiality of the Confidential Information (as defined below), except that Confidential Information may be disclosed (a) to its and its Affiliates' directors, officers, employees and agents, including accountants, legal counsel and other advisors (it being understood that the Persons to whom such disclosure is made will be informed of the confidential nature of such Confidential Information and instructed to keep such Confidential Information confidential), (b) to the extent requested by any regulatory authority, self-regulatory authority or, subject to an agreement to comply with the provisions of this Section 9.14, any direct counterparty to any

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swap agreement under which payments are to be made by reference to the Borrower or its obligations under this Agreement, (c) in any legal, judicial, administrative proceeding or other compulsory process or to the extent required by applicable laws or regulations or by any subpoena or similar legal process, (d) to any other party to this Agreement, (e) in connection with the exercise of any remedies hereunder or any suit, action or proceeding relating to this Agreement or the enforcement of rights hereunder, (f) subject to an express agreement for the benefit of the Borrower and its Subsidiaries containing provisions substantially the same as those of this Section 9.14, to any assignee of or participant in, or any prospective assignee of or participant in, any of its rights or obligations under this Agreement, (g) with the prior express written consent of the Borrower or its Subsidiaries, as applicable, (h) to rating agencies in connection with this Agreement, (i) for purposes of establishing a "due diligence" defense or (j) to the extent such Confidential Information (i) becomes publicly available other than as a result of a breach of this Section or (ii) becomes available to the Administrative Agent or any Lender on a nonconfidential basis from a source other than the Borrower or its Subsidiaries. For the purposes of this Section 9.14, "Confidential Information" means all information, including material nonpublic information within the meaning of Regulation FD promulgated by the SEC ("Regulation FD"), received from the Borrower or its Subsidiaries relating to such entities or their respective businesses, other than any such information that is available to any Administrative Agent or any Lender on a nonconfidential basis prior to disclosure by such entities and other than information regarding the existence of this Agreement provided by the Administrative Agent and the Lenders to

data service providers, including league table providers, that serve the lending industry; provided that, in the case of information received from the Borrower or its Subsidiaries after the date hereof, such information is clearly identified at the time of delivery as confidential. Any Person required to maintain the confidentiality of Confidential Information as provided in this Section 9.14 shall be considered to have complied with its obligation to do so if such Person has exercised the same degree of care to maintain the confidentiality of such Confidential Information as such Person would accord to its own confidential information; provided, however, that with respect to disclosures pursuant to clauses (b) and (c) of this Section, unless prohibited by law or applicable court order, each Lender and the Administrative Agent shall make reasonable attempts to notify the Borrower and its Subsidiaries of any request by any governmental agency or representative thereof (other than any such request in connection with any routine examination of the financial condition or other routine examination of such Lender conducted in the ordinary course by any regulatory authority) or other Person for disclosure of Confidential Information after receipt of such request, and if reasonable, practicable and permissible, before disclosure of such Confidential Information. It is understood and agreed that the Borrower, its Subsidiaries and their respective Affiliates may rely upon this Section 9.14 for any purpose, including without limitation to comply with Regulation FD.

9.15. Patriot Act. Each Lender hereby notifies the Borrower that pursuant to the requirements of the Patriot Act (Title III of Pub. L. 107-56 (signed into law October 26, 2001)) (the "Patriot Act"), it is required to obtain, verify and record information that identifies the Borrower, which information includes the name and address of the Borrower and other information that will allow such Lender to identify the Borrower in accordance with the Patriot Act. 9.16. California Judicial Reference. If any action or proceeding is filed in a court of the State of California by or against any party hereto in connection with any of the transactions contemplated by this Agreement or any other Loan Document (a) the court shall, and is hereby directed to, make a general reference pursuant to California Code of Civil

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Procedure Section 638 to a referee (who shall be a single active or retired judge) to hear and determine all of the issues in such action or proceeding (whether of fact or of law) and to report a statement of decision, provided that at the option of any party to such proceeding, any such issues pertaining to a "provisional remedy" as defined in California Code of Civil Procedure Section 1281.8 shall be heard and determined by the court, and (b) without limiting the generality of Section 9.5, the Borrower shall be solely responsible to pay all fees and expenses of any referee appointed in such action or proceeding.

9.17. No Fiduciary Duty. No Credit Party acting in its capacity as such shall be deemed to be in an advisory, fiduciary or agency relationship with the Borrower and its Affiliates or have a fiduciary or other implied duty to the Borrower and its Affiliates. The Borrower has been advised that the Credit Parties are engaged in a broad range of transactions in the ordinary course of their business that may involve interests that differ from the Borrower's and its Affiliates' interests and that the Credit Parties have no obligation to disclose such interests and transactions to the Borrower and its Affiliates.

9.18. Amendment and Restatement. All provisions of the Existing Credit Agreement are amended and restated in their entirety as set forth in this Agreement as of the Effective Date. All references made to the Existing Credit Agreement in any Loan Document or in any other instrument or document shall, without more, be deemed to refer to this Agreement. This Agreement amends and restates the Existing Credit Agreement and is not intended to be or operate as a novation or an accord and satisfaction of the Existing Credit Agreement or of the indebtedness, obligations and liabilities of the Borrower evidenced or provided for thereunder. 9.19. Acknowledgement and Consent to Bail-In of Affected Financial Institutions. Notwithstanding anything to the contrary in any Loan Document or in any other agreement, arrangement or understanding among any such parties, each party hereto acknowledges that any liability of any Affected Financial Institution arising under any Loan Document, to the extent such liability is unsecured, may be subject to the write-down and conversion powers of the applicable Resolution Authority and agrees and consents to, and acknowledges and agrees to be bound by: the

application of any Write-Down and Conversion Powers by the applicable Resolution Authority to any such liabilities arising hereunder which may be payable to it by any party hereto that is an Affected Financial Institution; and

the effects of any Bail-In Action on any such liability, including, if applicable:

a reduction in full or in part or cancellation of any such liability;

a conversion of all, or a portion of, such liability into shares or other instruments of ownership in such Affected Financial Institution, its parent entity, or a bridge institution that may be issued to it or otherwise conferred on it, and that such shares or other instruments of ownership will be accepted by it in lieu of any rights with respect to any such liability under this Agreement or any other Loan Document; or

the variation of the terms of such liability in connection with the exercise of the Write-Down and Conversion Powers of the applicable Resolution Authority.

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

EDISON INTERNATIONAL

By: _____

Name:

Title:

[SIGNATURE PAGE TO EDISON INTERNATIONAL CREDIT AGREEMENT]

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JPMORGAN CHASE BANK, N.A.,
as Administrative Agent and as Lender

By: _____

Name:

Title: practicable.

11. Capacity. If any person entitled to payments under this Plan is incapacitated and unable to use such payments in his or her own best interest, the Company may direct that payments (or any portion) be made to that person's legal guardian or conservator, or that person's spouse, as an alternative to the payment to the person unable to use the payments. Court-appointed guardianship or conservatorship may be required by the Company before

[SIGNATURE PAGE TO EDISON INTERNATIONAL CREDIT AGREEMENT]

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CITIBANK, N.A.

By:

Name:

Title:

[SIGNATURE PAGE TO EDISON INTERNATIONAL CREDIT AGREEMENT]

~~500265-1292-17123-Active-40387902-9~~

MUFG ~~UNION~~ BANK, ~~N.A.~~ Ltd.

By:

Name:

Title:

[SIGNATURE PAGE TO EDISON INTERNATIONAL CREDIT AGREEMENT]

~~500265-1292-17123-Active-40387902-9~~

WELLS FARGO BANK, N.A.

By:

Name:

Title:

[SIGNATURE PAGE TO EDISON INTERNATIONAL CREDIT AGREEMENT]

~~500265-1292-17123-Active-40387902-9~~

BARCLAYS BANK PLC

By:

Name:

Title:

MIZUHO BANK, LTD.

By:

Name:

Title:

Exhibit 10.2

EXECUTION VERSION

THIRD AMENDMENT

THIRD AMENDMENT, dated as of May 3, 2023 (this "Third Amendment"), to the Second Amended and Restated Credit Agreement, dated as of May 17, 2018 (as may be amended, supplemented or otherwise modified from time to time, the "Credit Agreement"; and as amended, supplemented or otherwise modified prior to the date hereof (including pursuant to the First Amendment, dated as of April 30, 2021 and the Second Amendment, dated as of May 4, 2022), the "Existing Credit Agreement"), by and among Southern California Edison Company, a California corporation (the "Borrower"), each lender party thereto (including in their capacity as Issuing Lenders, if applicable, the "Lenders") and JPMorgan Chase Bank, N.A., as administrative agent for the Lenders (in such capacity, the "Administrative Agent"), among the Borrower, the Administrative Agent and the Lenders party hereto that represent all of the Required Lenders under the Existing Credit Agreement.

The Existing Credit Agreement, as amended by this Third Amendment, is referred to in this Third Amendment as the "Amended Credit Agreement".

WITNESSETH:

WHEREAS, the Borrower, the Lenders and the Administrative Agent are parties to the Existing Credit Agreement;

WHEREAS, pursuant to Section 9.1 of the Existing Credit Agreement, the Borrower has requested certain amendments to the Existing Credit Agreement as set forth herein; and

WHEREAS, each Lender that executes this Third Amendment is willing to agree to such amendments, subject to the terms and conditions set forth herein;

NOW THEREFORE, in consideration of the premises and the mutual covenants hereinafter set forth, the parties hereto hereby agree as follows:

1. Defined Terms. Terms defined in the Existing Credit Agreement and used herein (including, without limitation, in the recitals hereto) shall have the

meanings given to them in the Existing Credit Agreement unless otherwise defined herein.

2. Amendments to the Existing Credit Agreement. Effective as of the Third Amendment Effective Date (as defined below), the Existing Credit Agreement (excluding the schedules and exhibits thereto) is hereby amended in accordance with Exhibit A hereto by deleting the stricken text (indicated textually in the same manner as the following example: ~~stricken text~~), by inserting the double underlined text (indicated textually in the same manner as the following example: double underlined text) and by moving the green stricken text (indicated textually in the same manner as the following example: ~~stricken text~~) to where the green underlined text is located (indicated textually in the same manner as the following example: double underlined text), in each case in the place where such text appears therein.

3. Assignment. By BMO Harris Bank N.A.'s (successor in interest to Bank of the West) and BNP Paribas' execution hereof, BMO Harris Bank N.A. hereby assigns all of

50495866.4

its Loans, Commitments, rights and obligations under the Credit Agreement to BNP Paribas and Schedule 1.1 of the Credit Agreement is hereby deemed amended to (i) remove Bank of the West and (ii) increase the Commitment of BNP Paribas to \$150,083,333.38. Such assignment shall be deemed to be consummated pursuant to and in compliance with Section 9.6 of the Credit Agreement.

4. Conditions to Effectiveness of this Third Amendment. This Third Amendment shall be effective upon execution, other than the amendments in Section 2, which shall become effective (the date of such effectiveness, the "Third Amendment Effective Date") on the date on which the following conditions precedent are satisfied:

(a) Execution of Counterparts. (i) This Third Amendment shall have been executed and delivered by a duly authorized officer of each of the Borrower and the Administrative Agent and (ii) the Administrative Agent shall have received an executed counterpart hereof (or a copy thereof by facsimile transmission) from Lenders constituting Required Lenders.

(b) Officer's Certificate. The Administrative Agent shall have received a certificate of the Borrower, dated as of such Third Amendment Effective Date, in form and substance reasonably satisfactory to the Administrative Agent, confirming that the conditions set forth in clauses (f) and (g) of this Section 4 have been satisfied and attaching the documents referred to in clauses (c) and (d) of this Section 4.

(c) Corporate Proceedings. The Administrative Agent shall have received a copy of the resolutions, in form and substance satisfactory to the Administrative Agent, of the Board of Directors of the Borrower (or a duly authorized committee thereof) authorizing (i) the execution, delivery and performance of this Third Amendment and (ii) the borrowings contemplated under the Amended Credit Agreement.

(d) Corporate Documents. The Administrative Agent shall have received a copy of the articles of incorporation and by-laws of the Borrower.

(e) Legal Opinions. The Administrative Agent shall have received the following executed legal opinions, in each case in form and substance reasonably

acceptable to the Administrative Agent, with a copy for each Lender:

(i) the executed legal opinion of Michael A. Henry, Assistant General Counsel to the Borrower; and

(ii) the executed legal opinion of Munger, Tolles & Olson LLP, counsel to the Borrower.

(f) **Representations and Warranties.** All representations and warranties made by the Borrower in or pursuant to the Loan Documents (including, for the avoidance of doubt, this Third Amendment) (other than the representations and warranties set forth in Sections 4.2, 4.7 and 4.11 of the Existing Credit Agreement) shall be true and correct in all material respects on and as of the Third Amendment Effective Date as if made on and as of such date, except any such representations and warranties which are explicitly stated as having been made as of a

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specific date, which representations and warranties shall be true and correct in all material respects on and as of such date.

(g) **No Default.** No Default or Event of Default shall have occurred and be continuing after giving effect to this Third Amendment.

(h) **Fees and Expenses.** All expenses required to be paid by the Borrower under Section 9.5 of the Credit Agreement on or prior to the Third Amendment Effective Date in connection with this Third Amendment shall have been paid; provided that the Borrower has received an invoice for such expenses at least one Business Day prior to the date of this Third Amendment. All fees required to be paid by the Borrower on or prior to the Third Amendment Effective Date in connection with this Third Amendment shall have been paid.

5. **Representation and Warranties.** To induce the Administrative Agent and the Lenders to enter into this Third Amendment, the Borrower hereby represents and warrants to the Administrative Agent and each Lender that:

(a) The execution, delivery, and performance by the Borrower of this Third Amendment is within its corporate powers, has been duly authorized by all necessary corporate action, and do not violate any provision of law or any agreement, indenture, note, or other instrument binding upon or affecting it or its charter or by laws or give cause for acceleration of any of its Indebtedness, except to the extent that such violation or acceleration would not, in the aggregate, reasonably be expected to have a Material Adverse Effect.

(b) All authorizations, approvals, and other actions by, and notices to and filings with all Governmental Authorities required for the due execution, delivery and performance of this Third Amendment have been obtained or made and are in full force and effect, except to the extent that the failure to obtain or make, or to have in full force and effect, such authorizations, approvals, other actions, notices and filings would not, in the aggregate, reasonably be expected to have a Material Adverse Effect. This Third Amendment is a legally valid and binding obligation of the Borrower enforceable in accordance with its terms except as enforcement may be limited by bankruptcy, insolvency, reorganization, moratorium or other laws or equitable principles relating to or limiting creditors' rights generally.

6. Effect. Except as expressly amended hereby, all of the representations, warranties, terms, covenants and conditions of the Loan Documents shall remain unamended and not waived and shall continue to be in full force and effect. On and after the Third Amendment Effective Date, any reference in the Credit Agreement to "this Agreement", "hereunder", "hereof" or words of like import referring to the Credit Agreement, and any reference to the Credit Agreement in any other Loan Document, shall mean and be a reference to the Amended Credit Agreement. The execution, delivery and effectiveness of this Third Amendment shall not, except as expressly provided herein, operate as a waiver of any right, power or remedy of any Lender or the Administrative Agent under any of the Loan Documents, nor constitute a waiver of any provision of any of the Loan Documents. Each of the parties hereto hereby agrees and confirms that the amendment of the Credit Agreement pursuant to this Third Amendment shall not constitute a novation and is not intended to constitute a novation of the Credit Agreement or any other Loan Document.

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7. Counterparts. The provisions of Section 9.8 of the Existing Credit Agreement are hereby incorporated by reference and shall apply to this Third Amendment, *mutatis mutandis*.

8. Severability. Any provision of this Third Amendment which is prohibited or unenforceable in any jurisdiction shall, as to such jurisdiction, be ineffective to the extent of such prohibition or unenforceability without invalidating the remaining provisions hereof, and any such prohibition or unenforceability in any jurisdiction shall not invalidate or render unenforceable such provision in any other jurisdiction.

9. Integration. This Third Amendment shall constitute a Loan Document. This Third Amendment and the other Loan Documents represent the agreement among the parties with respect to the subject matter hereof, and there are no promises, undertakings, representations or warranties by the Administrative Agent or any Lender relative to subject matter hereof not expressly set forth or referred to herein or in the other Loan Documents.

10. GOVERNING LAW. THIS THIRD AMENDMENT AND THE RIGHTS AND OBLIGATIONS OF THE PARTIES HEREUNDER SHALL BE GOVERNED BY, AND CONSTRUED AND INTERPRETED IN ACCORDANCE WITH, THE LAW OF THE STATE OF NEW YORK.

11. WAIVERS OF JURY TRIAL. THE BORROWER, THE ADMINISTRATIVE AGENT AND THE LENDERS HEREBY IRREVOCABLY AND UNCONDITIONALLY WAIVE TRIAL BY JURY IN ANY LEGAL ACTION OR PROCEEDING RELATING TO THIS THIRD AMENDMENT AND FOR ANY COUNTERCLAIM THEREIN.

12. Submission To Jurisdiction; Waivers. The Borrower hereby irrevocably and unconditionally: (1) submits for itself and its property in any legal action or proceeding relating to this Third Amendment, or for recognition and enforcement of any judgment in respect thereof, to the non-exclusive jurisdiction of the Supreme Court of the State of New York sitting in New York County, Borough of Manhattan and of the United States District Court for the Southern District of New York, and appellate courts from any thereof; (2) consents that any such action or proceeding may be brought in such courts and waives any objection that it may now or hereafter have to the venue of

any such action or proceeding in any such court or that such action or proceeding was brought in an inconvenient court and agrees not to plead or claim the same; (3) agrees that service of process in any such action or proceeding may be effected by mailing a copy thereof by registered or certified mail (or any substantially similar form of mail), postage prepaid, to the Borrower at its address set forth in Section 9.2 of the Credit Agreement or at such other address of which the Administrative Agent shall have been notified pursuant thereto; (4) agrees that nothing herein shall affect the right to effect service of process in any other manner permitted by law or shall limit the right to sue in any other jurisdiction; and (5) waives, to the maximum extent not prohibited by law, any right it may have to claim or recover in any legal action or proceeding referred to in this Section any special, exemplary, punitive or consequential damages.

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[Remainder payment is made. The Company shall have no obligation to supervise the use of page intentionally left blank] such payments.

12. No Right of Employment. 50495866.4 5

IN WITNESS WHEREOF, Nothing contained herein shall be construed as conferring upon the parties hereto have caused this Third Amendment Participant the right to be duly executed and delivered by their proper and duly authorized officers as continue in the employ of the day and year first above written.

SOUTHERN CALIFORNIA EDISON
COMPANY

By/s/ Natalia Woodward
Name: Natalia Woodward
Title: Treasurer Company as an officer or
manager of the Company or in any other
capacity.

13. Severability and Controlling Law. 50495866.4 [SIGNATURE PAGE TO THIRD
AMENDMENT]

JPMORGAN CHASE BANK, N.A.,
as Administrative Agent, as a Lender

By: /s/ Nancy R. Barwig
Name: Nancy R. Barwig
Title: Executive Director

50495866.4[SIGNATURE PAGE TO THIRD AMENDMENT]

CITIBANK, N.A., as a Lender

By: /s/ Daniel Boselli
Name: Daniel Boselli
Title: Vice President

50495866.4[SIGNATURE PAGE TO THIRD AMENDMENT]

MUFG BANK, LTD., as a Lender

By: /s/ Jeffrey Fesenmaier
Name: Jeffrey Fesenmaier
Title: Managing Director

If your institution requires a second signature:

By: _____
Name: _____
Title: The various provisions of this Plan are severable in their entirety. Any determination of invalidity or unenforceability of any one provision will have no effect on the continuing force and effect of the remaining provisions. This Plan shall be governed by the laws of the State of California.

Wells Fargo Bank, National Association., The Company's intent is that any payments and benefits paid under this Plan be exempt from, or comply with, Section 409A of the Code so as a Lender

By:/s/ Gregory R. Gredvig
Name: Gregory R. Gredvig
Title: Director

BARCLAYS BANK PLC, as a Lender

By:/s/ Sydney G. Dennis
Name: Sydney G. Dennis
Title: Director

MIZUHO BANK, LTD., as a Lender

By:/s/ Edward Sacks
Name: Edward Sacks
Title: Authorized Signatory

BANK OF AMERICA, N.A., as a Lender

By: /s/ Jacqueline G. Margetis
Name: Jacqueline G. Margetis
Title: Director

50495866.4[SIGNATURE PAGE TO THIRD AMENDMENT]

Bank of China, Los Angeles Branch, as a
Lender

By: /s/ Jason Fu
Name: Jason Fu
Title: Senior Vice President

50495866.4[SIGNATURE PAGE TO THIRD AMENDMENT]

MORGAN STANLEY BANK, N.A., as a Lender

By: /s/ Michael King
Name: Michael King
Title: Authorized Signatory

50495866.4[SIGNATURE PAGE TO THIRD AMENDMENT]

PNC BANK, NATIONAL ASSOCIATION, as a
Lender

By: /s/ Ryan Rockwood
Name: Ryan Rockwood
Title: Vice President

50495866.4[SIGNATURE PAGE TO THIRD AMENDMENT]

Royal Bank of Canada, as a Lender

By: /s/ Meg Donnelly

Name: Meg Donnelly

Title: Authorized Signatory

50495866.4[SIGNATURE PAGE TO THIRD AMENDMENT]

SUMITOMO MITSUI BANKING
CORPORATION, as a Lender

By: /s/ Suela Von Bargaen

Name: Suela Von Bargaen

Title: Director

If your institution requires a second signature:

By: _____

Name:

Title: to not result in any tax, penalty or interest
thereunder. To the maximum extent permitted,
this Plan will be interpreted and administered
consistent with such intent.

15. Recoupment. 50495866.4[SIGNATURE PAGE TO THIRD AMENDMENT]

TRUIST BANK, as a Lender

By: /s/ Catherine Strickland

Name: Catherine Strickland

Title: Vice President

50495866.4[SIGNATURE PAGE TO THIRD AMENDMENT]

TD Bank, N.A., as a Lender

By: /s/ Steve Levi

Name: Steve Levi

Title: Senior Vice President

50495866.4[SIGNATURE PAGE TO THIRD AMENDMENT]

THE BANK OF NEW YORK MELLON, as a
Lender

By: /s/ Molly H. Ross

Name: Molly H. Ross

Title: Vice President

50495866.4[SIGNATURE PAGE TO THIRD AMENDMENT]

BNP Paribas, as a Lender

By: /s/ Denis O'Meara

Name: Denis O'Meara

Title: Managing Director

If your institution requires a second signature:

By: /s/ Victor Padilla

Name: Victor Padilla

Title: Vice President

50495866.4[SIGNATURE PAGE TO THIRD AMENDMENT]

BMO HARRIS BANK N.A.,
successor in interest to Bank **Notwithstanding**
any provision of the West, as a Lender

By: /s/ Shikha Rehman
Name: Shikha Rehman
Title: Director

If your institution requires a second signature:

By: _____
Name:
Title:

50495866.4[SIGNATURE PAGE TO THIRD AMENDMENT]

Bank of Montreal, as a Lender

By: /s/ Michael Cummings
Name: Michael Cummings
Title: Managing Director

50495866.4[SIGNATURE PAGE TO THIRD AMENDMENT]

CREDIT SUISSE AG, NEW YORK BRANCH,
as a Lender

By: /s/ Doreen Barr
Name: Doreen Barr
Title: Authorized Signatory

If your institution requires a second signature:

By: /s/ Wing Yee Lee-Cember
Name: Wing Yee Lee-Cember
Title: Authorized Signatory

50495866.4[SIGNATURE PAGE TO THIRD AMENDMENT]



SECOND AMENDED AND RESTATED CREDIT AGREEMENT

Among

SOUTHERN CALIFORNIA EDISON COMPANY

**The Several Lenders
from Time to Time Parties Hereto**

**JPMORGAN CHASE BANK, N.A.,
as Administrative Agent**

**CITIBANK, N.A., MUFG ~~UNION~~ BANK, N.A. LTD., WELLS FARGO BANK, N.A.,
BARCLAYS BANK PLC and MIZUHO BANK, LTD.,
as Co-Syndication Agents**

**BANK OF CHINA, LOS ANGELES BRANCH, THE BANK OF NEW YORK MELLON,
BNP PARIBAS, MORGAN STANLEY SENIOR FUNDING, INC., PNC CAPITAL
MARKETS LLC, ROYAL BANK OF CANADA, SUMITOMOMITSUBANKING
CORPORATION, TRUIST BANK and TD BANK, N.A.,
as Documentation Agents**

**Dated as of May 17, 2018, as amended by the First Amendment ~~No. 1~~ dated as of
April 30, 2021 ~~and~~, the Second Amendment ~~No. 2~~ dated as of May 4, 2022 and the
Third Amendment dated as of May 3, 2023**

**JPMORGAN CHASE BANK, N.A., BOFA SECURITIES, INC., CITIBANK, N.A.,
MUFG ~~UNION~~ BANK, N.A. LTD., WELLS FARGO SECURITIES LLC, BARCLAYS
BANK PLC, and
MIZUHO BANK, LTD.,
as Joint Lead Arrangers and Joint Bookrunners**

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509265-1292-17123-Active-39990010-10

CREDIT AGREEMENT

This SECOND AMENDED AND RESTATED CREDIT AGREEMENT, dated as of May 17, 2018 (as amended, supplemented or otherwise modified from time to time, this “Agreement”), is made by and among SOUTHERN CALIFORNIA EDISON COMPANY, a California corporation (the “Borrower”), the several banks and other financial institutions from time to time parties hereto (the “Lenders”), CITIBANK, N.A., MUFG UNION-BANK, N.A. LTD., WELLS FARGO BANK, N.A., and BARCLAYS BANK PLC, MIZUHO BANK, LTD., as Co-Syndication agents (in such capacity the “Co-Syndication Agents”), Bank of China, Los Angeles Branch, The Bank of New York Mellon, BNP Paribas, Morgan Stanley Senior Funding, Inc., PNC Capital Markets LLC, Royal Bank of Canada, Sumitomo Mitsui Banking Corporation, Truist Bank and TD Bank, N.A. as Documentation Agents (in their respective capacities as such, the “Documentation Agents”) and JPMORGAN CHASE BANK, N.A., as Administrative Agent for the Lenders (in such capacity, the “Administrative Agent” and, together with the Co-Syndication Agents and the Documentation Agents, the “Agents”).

WITNESSETH:

WHEREAS, the Borrower and certain lenders and agents were parties Plan to the Credit Agreement, dated as contrary, any award to a Covered Participant under this Plan, and any payment that may be made in respect of May 18, 2012 (as amended and restated as of July 14, 2015 and as amended, supplemented or otherwise modified prior an award under this Plan to the Effective Date, the “Existing Credit Agreement”);

WHEREAS, the Borrower requested, and the Lenders agreed to enter into this Agreement to, among other things, amend and restate the Existing Credit Agreement in its entirety, without constituting a novation of the obligations, liabilities and indebtedness of the Borrower thereunder, on the terms and such Covered Participant, shall be subject to the conditions contained herein;

WHEREAS, the Borrower requested that the Lenders make revolving commitments to the Borrower on the Effective Date in an aggregate principal amount of up to \$3,000,000,000 in order to refinance the Existing Credit Agreement and for general corporate and working capital purposes of the Borrower and its Subsidiaries; and

WHEREAS, the Borrower requested that the Lenders increase their revolving commitments to the Borrower on the First Commitment Increase Supplement Effective Date to an aggregate principal amount of up to \$3,350,000,000;

NOW, THEREFORE, the Borrower, the Lenders and the Agents hereby agree as follows:

SECTION 1. DEFINITIONS

1.1. Defined Terms. As used in this Agreement, the following terms shall have the following meanings:

"2022 Extension": has the meaning assigned to such term in the Second Amendment.

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"2023 Extension": has the meaning assigned to the term "Extension" in the Borrower Extension Certificate, dated as of May 3, 2023, delivered recoupment by the Borrower.

"ABR": for any day, a rate per annum equal to the greatest of (a) the Prime Rate in effect on Company or forfeiture by such day, (b) the NYFRB Rate in effect on such day plus $\frac{1}{2}$ of 1% and (c) the Adjusted Term SOFR Rate for a one month Interest Period as published two U.S. Government Securities Business Days prior to such day (or if such day is not a U.S. Government Securities Business Day, the immediately preceding U.S. Government Securities Business Day) plus 1.0%; provided that for the purpose of this definition, the Adjusted Term SOFR Rate for any day shall be based on the Term SOFR Reference Rate at approximately 5:00 a.m. Chicago time on such day (or any amended publication time for the Term SOFR Reference Rate, as specified by the CME Term SOFR Administrator in the Term SOFR Reference Rate methodology). Any change in the ABR due to a change in the Prime Rate, the NYFRB Rate or the Adjusted Term SOFR Rate shall be effective from and including the effective date of such change in the Prime Rate, the NYFRB Rate or the Adjusted Term SOFR Rate, respectively. If the ABR is being used as an alternate rate of interest pursuant to Section 2.10 (for the avoidance of doubt, only until the Benchmark Replacement has been determined pursuant to Section 2.10(b)), then the ABR shall be the greater of clauses (a) and (b) above and shall be determined without reference to clause (c) above. For the avoidance of doubt, if the ABR shall be less than zero, such rate shall be deemed to be zero for purposes of this Agreement.

"ABR Loans": Loans, the rate of interest applicable to which is based upon the ABR.

"Additional Costs": as defined in Section 2.13(a).

"Adjusted Daily Simple SOFR": an interest rate per annum equal to (a) the Daily Simple SOFR, plus (b) 0.10%; provided that if the Adjusted Daily Simple SOFR as so determined would be less than the Floor, such rate shall be deemed to be equal to the Floor for the purposes of this Agreement.

"Adjusted Daily Simple SOFR Loans": means any Loan bearing interest at a rate determined by reference to the Adjusted Daily Simple SOFR.

"Adjusted Term SOFR Rate": for any Interest Period, an interest rate per annum equal to (a) the Term SOFR Rate for such Interest Period, *plus* (b) 0.10%; *provided that* if the Adjusted Term SOFR Rate as so determined would be less than the Floor, such rate shall be deemed to be equal to the Floor for the purposes of this Agreement.

"Administrative Agent": as defined in the preamble hereto.

"Affected Financial Institution": (a) any EEA Financial Institution or (b) any UK Financial Institution.

"Affiliate": as to any Person, any other Person which, directly or indirectly, is in control of, is controlled by, or is under common control with, such Person.

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"Agents": as defined in the preamble hereto.

"Agreement": as defined in the preamble hereto.

"Ancillary Document": as defined in Section 9.8(b).

"Anti-Corruption Laws": all laws, rules and regulations of any jurisdiction, in each case, applicable to the Borrower or its Subsidiaries from time to time concerning or relating to bribery or corruption, including, without limitation, the United States Foreign Corrupt Practices Act of 1977, as amended, and the rules and regulations thereunder.

"Anti-Money Laundering Laws": any and all laws, statutes, regulations or obligatory government orders, decrees, ordinances or rules, in each case, applicable to a Credit Party, its Subsidiaries or Affiliates related to terrorism financing or money laundering, including any applicable provision of the Patriot Act and The Currency and Foreign Transactions Reporting Act (also known as the "Bank Secrecy Act," 31 U.S.C. §§ 5311-5330 and 12U.S.C. §§ 1818(s), 1820(b) and 1951-1959).

"Applicable Margin": for any day, the applicable rate per annum set forth under the relevant column heading below, based upon the then most current senior unsecured non credit-enhanced debt ratings ("**Unsecured Debt Ratings**") and/or corporate issuer ratings ("**Corporate Issuer Ratings**"); each of the Unsecured Debt Ratings, on the one hand, and the Corporate Issuer Ratings, on the other, being a "**Ratings Type**" of the Borrower issued by S&P and Moody's, respectively:

Level	Rating S&P/Moody's	Facility Fee Rate	Applicable Margin for ABR Loans	Applicable Margin for Term Benchmark Loans and Adjusted Daily Simple SOFR Loans (if applicable)	Letter of Credit Participation Fee Rate
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1	AA-/Aa3 higher	or	0.050%	0%	0.700%	0.700%
2	A+/A1		0.075%	0%	0.800%	0.800%
3	A/A2		0.100%	0%	0.900%	0.900%
4	A-/A3		0.125%	0%	1.000%	1.000%
5	BBB+/Baa1 lower	or	0.175%	0.075%	1.075%	1.075%

The Applicable Margin will be based on the Borrower's most current Unsecured Debt Ratings unless neither S&P nor Moody's issues such ratings and, in the absence of such Unsecured Debt Ratings, will be based on the Corporate Issuer Ratings to the extent described below. Subject to the provisions of this paragraph regarding split ratings,

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changes in the Applicable Margin shall become effective on the date on which S&P and/or Moody's changes its relevant rating for the applicable Ratings Type. In the event of split ratings in a Ratings Type, the higher rating shall govern. In the event that, at any time, a rating for a Ratings Type is not available from one of such rating agencies, the Applicable Margin shall be determined on the basis of the rating from the other rating agency. In the event that, at any time, Unsecured Debt Ratings from each such rating agency are not available for companies generally, the Applicable Margin shall be determined on the basis of the Corporate Issuer Ratings, or Covered Participant in the event that at any time, Corporate Issuer Ratings (a) such Covered Participant's employment with EIX, SCE, and their respective subsidiaries is terminated by the Employer or if such Covered Participant is placed on unpaid leave by the Employer and (b) the applicable Recoupment Administrator determines that such termination or unpaid leave placement arose from each such rating agency are not available for companies generally, Covered Participant having engaged in Misconduct. In such circumstances, the Applicable Margin applicable Recoupment Administrator shall be determined on determine the basis of extent (if any) to which an award to the last Unsecured Debt Rating and Corporate Issuer Rating made available. In the event that, at any time, Unsecured Debt Ratings or Corporate Issuer Ratings are not available for the Borrower but are generally available for other companies, then the Applicable Margin shall be as for Level 5.

"Arrangers": collectively, JPMorgan Chase Bank, N.A., BofA Securities, Inc., Citibank, N.A., MUFG Union Bank, N.A., Wells Fargo Securities LLC, Barclays Bank PLC, and Mizuho Bank, Ltd., each in its capacity as joint lead arranger and joint bookrunner Covered Participant under this Agreement.

"Assignee": as defined in Section 9.6(c).

"Assignment and Assumption": as defined in Section 9.6(c).

"Available Tenor": as of Plan and/or any date of determination and with respect payment that may be made to the then-current Benchmark, as applicable, (x) any tenor for such Benchmark (or component thereof) that is or may be used for determining the length of an Interest Period for any term rate or (y) otherwise, any payment period for interest calculated with reference to such

Benchmark (or component thereof) that is or may be used for determining any frequency of making payments of interest calculated pursuant to this Agreement, in each case, as of such date and not including, for the avoidance of doubt, any tenor for such Benchmark that is then-removed from the definition of "Interest Period" pursuant to clause (e) of Section 2.10.

"Bail-In Action": the exercise of any Write-Down and Conversion Powers by the applicable Resolution Authority Covered Participant in respect of any liability of an Affected Financial Institution.

"Bail-In Legislation": (a) with respect to any EEA Member Country implementing Article 55 of Directive 2014/59/EU of award under this Plan shall be forfeited or recouped. To the European Parliament and of the Council of the European Union, the implementing law, regulation, rule or requirement for such EEA Member Country from time to time which is described in the EU Bail-In Legislation Schedule and (b) with respect extent a payment made to the United Kingdom, Part I of the United Kingdom Banking Act 2009 (as amended from time to time) and any other law, regulation or rule applicable in the United Kingdom relating to the resolution of unsound or failing banks, investment firms or other financial institutions or their affiliates (other than through liquidation, administration or other insolvency proceedings).

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"Bankruptcy Event": with respect to any Person, such Person becomes the subject of a bankruptcy or insolvency proceeding, or has had a receiver, conservator, trustee, administrator, custodian, assignee for the benefit of creditors or similar Person charged with the reorganization or liquidation of its business appointed for it, or, in the good faith determination of the Administrative Agent (in consultation with the Borrower), has taken any action in furtherance of, or indicating its consent to, approval of, or acquiescence in, any such proceeding or appointment, provided that a Bankruptcy Event shall not result solely by virtue of any ownership interest, or the acquisition of any ownership interest, in such Person by a Governmental Authority or instrumentality thereof, provided, further, that such ownership interest does not result in or provide such Person with immunity from the jurisdiction of courts within the United States or from the enforcement of judgments or writs of attachment on its assets or permit such Person (or such Governmental Authority or instrumentality) to reject, repudiate, disavow or disaffirm any contracts or agreements made by such Person.

"Barclays": Barclays Bank PLC.

"Benchmark": initially, with respect to any Term Benchmark Loan, the Term SOFR Rate; provided that if a Benchmark Transition Event, and the related Benchmark Replacement Date have occurred with respect to the Term SOFR Rate or the then-current Benchmark, then "Benchmark" means the applicable Benchmark Replacement to the extent that such Benchmark Replacement has replaced such prior benchmark rate pursuant to clause (b) of Section 2.10.

"Benchmark Replacement": for any Available Tenor, the first alternative set forth in the order below that can be determined by the Administrative Agent for the applicable Benchmark Replacement Date:

(1) the Adjusted Daily Simple SOFR; or

(2) the sum of: (a) the alternate benchmark rate that has been selected by the Administrative Agent and the Borrower as the replacement for the then-current Benchmark for the applicable Corresponding Tenor giving due consideration to (i) any selection or recommendation of a replacement benchmark rate or the mechanism for determining such a rate by the Relevant Governmental Body or (ii) any evolving or then-prevailing market convention for determining a benchmark rate as a replacement for the then-current Benchmark for Dollar-denominated syndicated credit facilities at such time in the United States and (b) the related Benchmark Replacement Adjustment.

If the Benchmark Replacement as determined pursuant to clause (1) or (2) above would be less than the Floor, the Benchmark Replacement will be deemed to be the Floor for the purposes of this Agreement and the other Loan Documents.

"Benchmark Replacement Adjustment": with respect to any replacement of the then-current Benchmark with an Unadjusted Benchmark Replacement for any applicable Interest Period and Available Tenor for any setting of such Unadjusted Benchmark Replacement, the spread adjustment, or method for calculating or determining such spread adjustment, (which may be a positive or negative value or zero) that has been

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selected by the Administrative Agent and the Borrower for the applicable Corresponding Tenor giving due consideration to (i) any selection or recommendation of a spread adjustment, or method for calculating or determining such spread adjustment, for the replacement of such Benchmark with the applicable Unadjusted Benchmark Replacement by the Relevant Governmental Body on the applicable Benchmark Replacement Date and/or (ii) any evolving or then-prevailing market convention for determining a spread adjustment, or method for calculating or determining such spread adjustment, for the replacement of such Benchmark with the applicable Unadjusted Benchmark Replacement for Dollar-denominated syndicated credit facilities at such time.

"Benchmark Replacement Conforming Changes": with respect to either the use or administration of the Term SOFR Rate or the use, administration, adoption or implementation of any Benchmark Replacement, any technical, administrative or operational changes (including changes to the definition of "ABR," the definition of "Business Day," the definition of "U.S. Government Securities Business Day," the definition of "Interest Period," timing and frequency of determining rates and making payments of interest, timing of borrowing requests or prepayment, conversion or continuation notices, length of lookback periods, the applicability of breakage provisions, and other technical, administrative or operational matters) that the Administrative Agent decides, in its reasonable discretion, may be appropriate to reflect the adoption and implementation of such Benchmark and to permit the administration thereof by the Administrative Agent in a manner substantially consistent with market practice (or, if the Administrative Agent decides that adoption of any portion of such market practice is not administratively feasible or if the Administrative Agent determines that no market practice for the administration of such Benchmark

exists, in such other manner of administration as the Administrative Agent decides is reasonably necessary in connection with the administration of this Agreement and the other Loan Documents).

"Benchmark Replacement Date": with respect to any Benchmark, the earliest to occur of the following events with respect to such 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 such Benchmark (or the published component used in the calculation thereof) permanently or indefinitely ceases to provide all Available Tenors of such Benchmark (or such component thereof); or

(2) in the case of clause (3) of the definition of "Benchmark Transition Event," the first date on which such Benchmark (or the published component used in the calculation thereof) has been determined and announced by the regulatory supervisor for the administrator of such Benchmark (or such component thereof) to be no longer representative; provided, that such non-representativeness will be determined by reference to the most recent statement or publication referenced in such clause (3) and even if any Available Tenor of such Benchmark (or such component thereof) continues to be provided on such date.

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For the avoidance of doubt, (i) if the event giving rise to the Benchmark Replacement Date occurs on the same day as, but earlier than, the Reference Time Covered Participant in respect of any determination, an award under this Plan is to be recouped, the Benchmark Replacement Date will be deemed to have occurred prior Covered Participant shall promptly pay to the Reference Time for such determination and (ii) Company the "Benchmark Replacement Date" will be deemed to have occurred in the case of clause (1) or (2) with respect to any Benchmark upon the occurrence amount of the applicable event or events set forth therein with respect to all then-current Available Tenors of such Benchmark (or the published component used in the calculation thereof).

"Benchmark Transition Event": with respect to required recoupment. In addition, any Benchmark, the occurrence of one or more of the following events with respect to such Benchmark:

(1) a public statement or publication of information by or on behalf of the administrator of such Benchmark (or the published component used in the calculation thereof) announcing award under this Plan, and any payment that such administrator has ceased or will cease to provide all Available Tenors of such Benchmark (or such component thereof), permanently or indefinitely, provided that, at the time of such statement or publication, there is no successor administrator that will continue to provide any Available Tenor of such Benchmark (or such component thereof);

(2) a public statement or publication of information by the regulatory supervisor for the administrator of such Benchmark (or the published component used in the calculation thereof), the Board, the NYFRB, the CME

Term SOFR Administrator, an insolvency official with jurisdiction over the administrator for such Benchmark (or such component), a resolution authority with jurisdiction over the administrator for such Benchmark (or such component) or a court or an entity with similar insolvency or resolution authority over the administrator for such Benchmark (or such component), in each case, which states that the administrator of such Benchmark (or such component) has ceased or will cease to provide all Available Tenors of such Benchmark (or such component thereof) permanently or indefinitely; *provided* that, at the time of such statement or publication, there is no successor administrator that will continue to provide any Available Tenor of such Benchmark (or such component thereof); or

(3) a public statement or publication of information by the regulatory supervisor for the administrator of such Benchmark (or the published component used in the calculation thereof) announcing that all Available Tenors of such Benchmark (or such component thereof) are no longer, or as of a specified future date will no longer be, representative.

For the avoidance of doubt, a “Benchmark Transition Event” will be deemed to have occurred with respect to any Benchmark if a public statement or publication of information set forth above has occurred with respect to each then-current Available Tenor of such Benchmark (or the published component used in the calculation thereof).

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“**Benchmark Unavailability Period**”: with respect to any Benchmark, the period (if any) (x) beginning at the time that a Benchmark Replacement Date pursuant to clauses (1) or (2) of that definition has occurred if, at such time, no Benchmark Replacement has replaced such Benchmark for all purposes hereunder and under any Loan Document in accordance with Section 2.10 and (y) ending at the time that a Benchmark Replacement has replaced such Benchmark for all purposes hereunder and under any Loan Document in accordance with Section 2.10.

“**Benefit Plan**”: any of (a) an “employee benefit plan” (as defined in Section 3(3) of ERISA) that is subject to Title I of ERISA, (b) a “plan” as defined in Section 4975 of the Code to which Section 4975 of the Code applies, and (c) any Person whose assets include (for purposes of the Plan Asset Regulations or otherwise for purposes of Title I of ERISA or Section 4975 of the Code) the assets of any such “employee benefit plan” or “plan”.

“**Board**”: the Board of Governors of the Federal Reserve System (or any successor).

“**Borrower**”: as defined in the preamble hereto.

“**Borrowing Date**”: any Business Day specified in a notice pursuant to Section 2.2 as a date on which the Borrower requests the Lenders to make Loans hereunder.

“**Business Day**”: any day (other than a Saturday or a Sunday) on which banks are open for business in New York City or Chicago.

"Catastrophic Wildfire Ratepayer Protection Financing": recovery bonds and other financings contemplated by Article 5.8 of Chapter 4, Part 1, Division 1 of the California Public Utilities Code.

"CME Term SOFR Administrator": CME Group Benchmark Administration Limited as administrator of the forward-looking term Secured Overnight Financing Rate (SOFR) (or a successor administrator).

"Co-Syndication Agents": as defined in the preamble hereto.

"Code": the Internal Revenue Code of 1986, as amended from time to time.

"Commitment": as to any Lender, the obligation of such Lender to make Loans and to acquire participations in Letters of Credit in the aggregate principal and/or face amount set forth under the heading "Commitment" opposite such Lender's name on Schedule 1.1 or in the Assignment and Assumption pursuant to which such Lender became a party hereto, as the same may be changed from time to time pursuant to the terms hereof, including Section 2.1.

"Commitment Increase Amount": as defined in Section 2.1(b).

"Commitment Increase Notice": as defined in Section 2.1(b).

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"Commitment Period": the period from and including the Effective Date to the Termination Date.

"Commonly Controlled Entity": an entity, whether or not incorporated, which is under common control with the Borrower within the meaning of Section 4001 of ERISA or is part of a group which includes the Borrower and which is treated as a single employer under Section 414(b), (c), (m) or (o) of the Code.

"Consolidated Capital": at any time, the sum of, without duplication, (i) Consolidated Total Indebtedness plus (ii) the amount set forth opposite the captions "shareholders' equity" and "preferred stock" (or similar captions) on a consolidated balance sheet of the Borrower prepared in accordance with GAAP plus (iii) the outstanding principal amount of any junior subordinated deferrable interest debentures or similar securities issued by the Borrower or any of its Subsidiaries.

"Consolidated Capitalization Ratio": on the last day of any fiscal quarter, the ratio of (a) Consolidated Total Indebtedness to (b) Consolidated Capital.

"Consolidated Total Indebtedness": at any date, the sum of (i) the aggregate principal amount of all Indebtedness of the Borrower and its Subsidiaries at such date determined on a GAAP consolidated basis and (ii) without duplication, the aggregate principal amount of all Indebtedness of any other Persons at such date determined on a GAAP consolidated basis to the extent the payment of such Indebtedness is guaranteed by the Borrower or any of its Subsidiaries.

"Contractual Obligation": as to any Person, any provision of any security issued by such Person or of any agreement, instrument or other undertaking to

which such Person is a party or by which it or any of its property is bound.

"Conversion Date": as defined in Section 2.6.

"Corporate Issuer Rating": as defined in the definition of "Applicable Margin".

"Corresponding Tenor": with respect to any Available Tenor means, as applicable, either a tenor (including overnight) or an interest payment period having approximately the same length (disregarding business day adjustment) as such Available Tenor.

"Credit Party": any of the Lenders, the Issuing Lenders and the Agents.

"Daily Simple SOFR": for any day (a "SOFR Rate Day"), a rate per annum equal to SOFR for the day (such day "SOFR Determination Date") that is five (5) U.S. Government Securities Business Days prior to (i) if such SOFR Rate Day is a U.S. Government Securities Business Day, such SOFR Rate Day or (ii) if such SOFR Rate Day is not a U.S. Government Securities Business Day, the U.S. Government Securities Business Day immediately preceding such SOFR Rate Day, in each case, as such SOFR is published by the SOFR Administrator on the SOFR Administrator's Website. If by 5:00 p.m. (New York City time) on the second (2nd) U.S. Government Securities

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Business Day immediately following any SOFR Determination Date, SOFR made in respect of such SOFR Determination Date has not been published on the SOFR Administrator's Website and a Benchmark Replacement Date with respect to the Daily Simple SOFR has not occurred, then SOFR for such SOFR Determination Date will an award under this Plan, shall also be SOFR as published in respect of the first preceding U.S. Government Securities Business Day for which such SOFR was published on the SOFR Administrator's Website; provided that any SOFR determined pursuant to this sentence shall be utilized for purposes of calculation of Daily Simple SOFR for no more than three (3) consecutive SOFR Rate Days. Any change in Daily Simple SOFR due to a change in SOFR shall be effective from and including the effective date of such change in SOFR without notice to the Borrower.

"Declining Lender": as defined in Section 2.18.

"Default": any of the events specified in Section 7, whether or not any requirement for the giving of notice, the lapse of time, or both, or any other condition, has been satisfied.

"Defaulting Lender": any Lender that (a) has failed, within three Business Days of the date required to be funded or paid, to (i) fund any portion of its Loans, (ii) fund any portion of its participations in Letters of Credit or (iii) pay over subject to any Credit Party any other amount required to be paid by it hereunder (unless recoupment, "clawback" or similar provisions of applicable law, as well as the subject of a good faith dispute), unless, in the case of clause (i) above, such Lender notifies the Administrative Agent in writing that such failure is the result of such Lender's good faith determination that a condition precedent to funding (specifically identified EIX and including the particular default, if any) has not been satisfied, (b) has notified the Borrower or any Credit Party in

writing, or has made a public statement to the effect, that it does not intend or expect to comply with any of its funding obligations under this Agreement (unless such writing or public statement indicates that such position is based on such Lender's good faith determination that a condition precedent (specifically identified and including the particular default, if any) to funding a loan under this Agreement cannot be satisfied) or generally under other agreements in which it commits to extend credit, (c) has failed, within three Business Days after request by the Administrative Agent, acting in good faith, to provide a certification in writing from an authorized officer of such Lender that it will comply with its obligations (and is financially able to meet such obligations) to fund prospective Loans and participations in then outstanding Letters of Credit under this Agreement, provided that such Lender shall cease to be a Defaulting Lender pursuant to this clause (c) upon the Administrative Agent's receipt of such certification in form and substance reasonably satisfactory to it, (d) has defaulted in fulfilling its obligations under one or more other agreements in which such Lender commits to extend credit (unless the subject of a good faith dispute), (e) has, or whose Lender Parent has, become the subject of a Bankruptcy Event or (f) has, or whose Lender Parent has, become the subject of a Bail-In Action.

"Documentation Agents": as defined in the preamble hereto.

"Dollars" and "\$": dollars in lawful currency of the United States of America.

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"Downgraded Lender": any Lender that has a non-investment grade senior unsecured debt rating from Moody's, S&P or another nationally recognized rating agency.

"EEA Financial Institution": (a) any credit institution or investment firm established in any EEA Member Country which is subject to the supervision of an EEA Resolution Authority, (b) any entity established in an EEA Member Country which is a parent of an institution described in clause (a) of this definition, or (c) any financial institution established in an EEA Member Country which is a subsidiary of an institution described in clauses (a) or (b) of this definition and is subject to consolidated supervision with its parent;

"EEA Member Country": any of the member states of the European Union, Iceland, Liechtenstein, and Norway.

"EEA Resolution Authority": any public administrative authority or any Person entrusted with public administrative authority of any EEA Member Country (including any delegatee) having responsibility SCE Incentive Compensation Recoupment Policy for the resolution of any EEA Financial Institution.

"Effective Date": May 17, 2018.

"Electronic Signature": an electronic sound, symbol, or process attached to, or associated with, a contract or other record and adopted by a Person with the intent to sign, authenticate or accept such contract or record.

"Environmental Laws": any and all federal, state, local or municipal laws, rules, orders, regulations, statutes, ordinances, codes, decrees, requirements of any Governmental Authority or other Requirements of Law (including common law) regulating, relating to or imposing liability or standards of conduct concerning protection of the environment, as now or may at any time hereafter be in effect.

"ERISA": the Employee Retirement Income Security Act of 1974, as amended from time to time, and the regulations promulgated and rulings issued thereunder.

"EU Bail-In Legislation Schedule": the EU Bail-In Legislation Schedule published by the Loan Market Association (or any successor Person), Accounting Restatements, as in effect from time to time.

"Event of Default": time (such policy, the "Mandatory Recoupment Policy"), and any other recoupment or similar policies of the events specified in Section 7, provided Company that any requirement for the giving of notice, the lapse of time, or both, or any other condition, has been satisfied.

"Existing Credit Agreement": as defined in the recitals hereto.

"Existing Edison Credit Agreement": that certain Second Amended and Restated Credit Agreement, dated as of May 17, 2018 (as amended by the First Amendment thereto, dated as of April 30, 2021, the Second Amendment thereto, dated as of May 4, 2022, and as further amended supplemented or otherwise modified from time to time) among Edison

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International, the lenders from time to time party thereto, and JPMorgan Chase Bank, N.A., as administrative agent thereunder.

"Existing Edison Term Loan Credit Agreement": that certain Credit Agreement, dated as of April 8, 2022 (as amended, supplemented or otherwise modified from time to time) among Edison International, the lenders from time to time party thereto, and Wells Fargo, National Association, as administrative agent thereunder.

"Existing SCE Term Loan Credit Agreement": that certain Term Loan Credit Agreement, dated as of March 11, 2020, as amended, supplemented or otherwise modified from time to time, among the Borrower, the lenders from time to time party thereto, and Royal Bank of Canada, as administrative agent thereunder.

"Existing Termination Date": as defined in Section 2.18.

"Exposure": with respect to any Lender at any time, an amount equal to the sum of, without duplication, the amount of such Lender's outstanding Loans and LC Exposure.

"Extending Lender": as defined in Section 2.18.

"Extension Notice": as defined in Section 2.18.

"Facility Fee": the facility fee payable pursuant to Section 2.3(a) at the Facility Fee Rate.

"Facility Fee Rate": the facility fee rate per annum set forth in the definition of "Applicable Margin".

"FATCA": Sections 1471 through 1474 of the Code, as of the date of this Agreement (or any amended or successor version that is substantively comparable and not materially more onerous to comply with), any current or future regulations or official interpretations thereof, any agreements entered into pursuant to Section 1471(b)(1) of the Code and any fiscal or regulatory legislation, rules or practices adopted pursuant to any intergovernmental agreement, treaty or convention among Governmental Authorities and implementing such Sections of the Code.

"Federal Funds Effective Rate": for any day, the rate calculated by the NYFRB based on such day's federal funds transactions by depository institutions, as determined in such manner as shall **may** be set forth on the NYFRB's Website from time to time, and published on the next succeeding Business Day by the NYFRB as the effective federal funds rate; provided that if the Federal Funds Effective Rate as so determined would be less than zero, such rate shall be deemed to be zero for the purposes of this Agreement.

"First Commitment Increase Supplement": that certain Commitment Increase Supplement, dated as of April 30, 2021, by and among the Borrower, the Administrative Agent and each Lender party thereto.

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"First Commitment Increase Supplement Effective Date": has the meaning assigned to the term "Effective Date" in the First Commitment Increase Supplement.

"Floor": the benchmark rate floor, if any, provided in this Agreement initially (as of the execution of this Agreement, the modification, amendment or renewal of this Agreement or otherwise) with respect to the Adjusted Term SOFR Rate or the Adjusted Daily Simple SOFR, as applicable. For the avoidance of doubt the initial Floor for each of Adjusted Term SOFR Rate or the Adjusted Daily Simple SOFR shall be 0%.

"GAAP": generally accepted accounting principles in the United States of America in effect from time to time; **provided**, however, that **with respect** any portion of an award or payment under this Plan that is recouped pursuant to the Mandatory Recoupment Policy or as required by applicable law shall not be subject to further recoupment or forfeiture under this Section 6.6 and the calculation¹⁵ or any other recoupment, "clawback" or similar policies of the Consolidated Capitalization Ratio as used therein (and the defined terms used in the definition of "Consolidated Capitalization Ratio"), GAAP shall mean generally accepted accounting principles in the United States of America **Company that may be** in effect on the Effective Date. It is understood and agreed that the Borrower will deliver information reasonably satisfactory **from time to the** Administrative Agent to reconcile any calculations of the Consolidated

Capitalization Ratio to the extent there is a change in GAAP with respect thereto after the Effective Date.

"Governmental Authority": any nation or government, any state or other political subdivision thereof and any entity exercising executive, legislative, judicial, regulatory or administrative functions of or pertaining to government.

"Indebtedness": of any Person at any date, without duplication, (a) all indebtedness of such Person for borrowed money or for the deferred purchase price of property or services (other than current trade liabilities incurred in the ordinary course of business and payable in accordance with customary practices) or representing reimbursement obligations in respect of letters of credit which have been funded, (b) any other indebtedness of such Person which is evidenced by a note, bond, debenture or similar instrument, (c) all indebtedness created or arising under any conditional sale or title retention agreement with respect to property acquired by such Person (even though the rights and remedies of the seller or lender under such agreement in the event of default are limited to repossession or sale of such property), (d) all obligations of such Person as lessee which are capitalized in accordance with GAAP (excluding operating leases), (e) all direct and indirect guarantee obligations (whether by guarantee, reimbursement or indemnity or agreement to maintain financial condition or solvency or otherwise) of such Person in respect of any obligations of the type described in the preceding clauses (a) through (d) of any other Person, (f) all obligations of the kind referred to in clauses (a) through (d) above secured by (or for which the holder of such obligation has an existing right, contingent or otherwise, to be secured by) any Lien on property (including accounts and contract rights) owned by such Person, whether or not such Person has assumed or become liable for the payment of such obligation and (g) for the purposes of Section 7(g) only, all obligations of such Person in respect of Hedge

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Agreements in an amount equal to the net amount that would be payable by such Person upon the acceleration, termination or liquidation thereof. Notwithstanding the foregoing, Indebtedness shall not include (i) obligations under a Receivables Securitization of the Borrower or any of its Subsidiaries, (ii) any junior subordinated deferrable interest debentures or similar securities issued by the Borrower, (iii) power-purchase contract obligations and fuel contract obligations that in each case are included as indebtedness on the consolidated balance sheet of the Borrower, (iv) indebtedness of variable interest entities that are consolidated with the Borrower for financial reporting purposes and whose indebtedness is non-recourse to the Borrower and its Subsidiaries (other than such entities) and (v) obligations of the Borrower, any of its Subsidiaries or any special purpose finance entity with respect to any Catastrophic Wildfire Ratepayer Protection Financing or similar financing arrangement.

"Indenture": the Trust Indenture, dated as of October 1, 1923 between the Borrower and The Bank of New York Trust Company, N.A. and D.G. Donovan as trustees, as amended and supplemented from time to time.

"Interest Election Request": means a request by the Borrower to convert or continue a borrowing in accordance with Section 2.6.

"Interest Payment Date": (a) as to any ABR Loan, the last day of each March, June, September and December to occur while such Loan is outstanding and the final maturity date of such Loan, (b) as to any Term Benchmark Loan, having an Interest Period of three months or less, the last day of each Interest Period therefor, (c) as to any Term Benchmark Loan having an Interest Period longer than three months, each day that is three months, or a whole multiple thereof (e.g., six months), after the first day of such Interest Period and the last day of such Interest Period and (d) as to any Term Benchmark Loan, the date of any repayment or prepayment made in respect thereof (for the avoidance of doubt, solely with respect to the portion of such Loan so repaid or prepaid).

"Interest Period": (a) with respect to any ABR Loan, the period commencing on the Borrowing Date or the Conversion Date, as the case may be, with respect to such ABR Loan and ending on the last day of each March, June, September and December to occur while such Loan is outstanding and the final maturity date of such Loan, and (b) with respect to any Term Benchmark Loan:

(i) initially, the period commencing on the Borrowing Date or the Conversion Date, as the case may be, with respect to such Term Benchmark Loan and ending one, three or six months thereafter as selected by the Borrower in its notice of borrowing or notice of conversion, as the case may be, given with respect thereto; and

(ii) thereafter, each period commencing on the last day of the next preceding Interest Period applicable to such Term Benchmark Loan and ending one, three or six months as selected by the Borrower by irrevocable notice to the Administrative Agent pursuant to Section 2.6(a);

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provided that, all of the foregoing provisions relating to Interest Periods are subject to the following:

(1) if any Interest Period would otherwise end on a day that is not a Business Day, such Interest Period shall be extended to the next succeeding Business Day unless the result of such extension would be to carry such Interest Period into another calendar month in which event such Interest Period shall end on the immediately preceding Business Day;

(2) any Interest Period for a Loan that would otherwise extend beyond the Termination Date shall end on the Termination Date;

(3) any Interest Period that begins on the last Business Day of a calendar month (or on a day for which there is no numerically corresponding day in the calendar month at the end of such Interest Period) shall end on the last Business Day of a calendar month; and

(4) no tenor that has been removed from this definition pursuant to Section 2.10(e) shall be available for specification in any borrowing request.

"Issuing Lender": each of JPMorgan, MUFG, Wells Fargo, Barclays, Mizuho and Bank of America, N.A. and any other Lender that agrees to act as Issuing Lender hereunder, in its capacity as the issuer of Letters of Credit hereunder, and its successors in such capacity as provided in Section 3.9. Any Issuing Lender may, in its discretion, arrange for one or more Letters of Credit to be issued by Affiliates of such Issuing Lender, in which case the term "Issuing Lender" shall include any such Affiliate with respect to Letters of Credit issued by such Affiliate. Each reference herein to "the Issuing Lender" shall be deemed to be a reference to the relevant Issuing Lender.

"JPMorgan": JPMorgan Chase Bank, N.A., a national banking association.

"LC Disbursement": a payment made by the Issuing Lender pursuant to a Letter of Credit.

"LC Exposure": at any time, the sum of (a) the aggregate undrawn amount of all outstanding Letters of Credit at such time plus (b) the aggregate amount of all LC Disbursements that have not yet been reimbursed by or on behalf of the Borrower at such time. The LC Exposure of any Lender at any time shall be its Percentage of the total LC Exposure at such time.

"Lender Parent": with respect to any Lender, any Person as to which such Lender is, directly or indirectly, a Subsidiary.

"Lenders": as defined in the preamble hereto; provided that, wherever appropriate, each reference herein to the Lenders shall be deemed to include the Issuing Lenders.

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"Lending Office": each Lender's lending office designated in Schedule 1.1 or such other office of such Lender notified to the Administrative Agent and Borrower.

"Letter of Credit": any standby letter of credit issued pursuant to this Agreement.

"Letter of Credit Commitment": the obligation of (i) each of JPMorgan, MUFG and Wells Fargo, each in its capacity as an Issuing Lender, to issue at any time Letters of Credit in Dollars for the account of the Borrower in an aggregate amount up to \$100,000,000 each, (ii) each of Barclays and Mizuho, each in its capacity as an Issuing Lender, to issue at any time Letters of Credit in Dollars for the account of the Borrower in an aggregate amount up to \$75,000,000 each, and (iii) any other Issuing Lender to issue at any time Letters of Credit in Dollars for the account of the Borrower in an aggregate amount

agreed to by such Issuing Lender. The aggregate Letter of Credit Commitments of all of the Issuing Lenders on the Effective Date is \$525,000,000.

"Letter of Credit Fronting Fee": as defined in Section 2.3(c).

"Letter of Credit Participation Fee": the letter of credit participation fee payable pursuant to Section 2.3(c) at the Letter of Credit Participation Fee Rate.

"Letter of Credit Participation Fee Rate": the letter of credit participation fee rate per annum set forth in the definition of "Applicable Margin".

"Liabilities": any losses, damages or liabilities of any kind.

"Lien": any mortgage, pledge, hypothecation, assignment, deposit arrangement, encumbrance, lien (statutory or other), charge or other security interest or any preference, priority or other security agreement or preferential arrangement of any kind or nature whatsoever (including, without limitation, any conditional sale or other title retention agreement and any capitalized lease obligation having substantially the same economic effect as any of the foregoing).

"Loan": any loan made pursuant to this Agreement.

"Loan Documents": this Agreement and any Notes.

"Material Adverse Effect": (a) a change in the business, property, operations or financial condition of the Borrower and its consolidated Subsidiaries taken as a whole that could reasonably be expected to materially and adversely affect the Borrower's ability to perform its obligations under the Loan Documents or (b) a material adverse effect on the validity or enforceability of this Agreement or any of the other Loan Documents.

"Materials of Environmental Concern": any gasoline or petroleum (including crude oil or any fraction thereof) or petroleum products or any hazardous or toxic substances, materials or wastes, defined or regulated as such in or under any Environmental Law, including asbestos, polychlorinated biphenyls and urea-

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formaldehyde insulation, but excluding any such substances, materials or wastes that are used or present on any property in conformance with the Requirements of Law.

"Mizuho": Mizuho Bank, Ltd.

"Moody's": Moody's Investors Service, Inc.

"MUFG": MUFG Union Bank, N.A., a national banking association [Ltd.](#)

"New Lender": as defined in Section 2.1(c).

"Non-Excluded Taxes": as defined in Section 2.14(a).

"Non-Extended Termination Date": as defined in the definition of "Termination Date".

"Non-U.S. Lender": as defined in Section 2.14(e).

"Note": as defined in Section 2.4(e).

"NYFRB": the Federal Reserve Bank of New York.

"NYFRB Rate": for any day, the greater of (a) the Federal Funds Effective Rate in effect on such day and (b) the Overnight Bank Funding Rate in effect on such day (or for any day that is not a Business Day, for the immediately preceding Business Day); *provided* that if none of such rates are published for any day that is a Business Day, the term "NYFRB Rate" means the rate for a federal funds transaction quoted at 11:00 a.m. on such day received by the Administrative Agent from a federal funds broker of recognized standing selected by it; *provided, further*, that if any of the aforesaid rates as so determined be less than zero, such rate shall be deemed to be zero for purposes of this Agreement.

"NYFRB's Website": the website of the NYFRB at <http://www.newyorkfed.org>, or any successor source.

"Other Taxes": any and all present or future stamp, court, or documentary, intangible, recording, filing or similar taxes arising from any payment made hereunder or from the execution, delivery or enforcement of, or otherwise with respect to, this Agreement or any other Loan Document; *provided*, that any such taxes attributable to any assignment (other than pursuant to an assignment under Section 2.17), or sale of a participation, to a Transferee shall be excluded from "Other Taxes".

"Overnight Bank Funding Rate": for any day, the rate comprised of both overnight federal funds and overnight eurodollar transactions denominated in Dollars by U.S.-managed banking offices of depository institutions, as such composite rate shall be determined by the NYFRB as set forth on the NYFRB's Website from time to time, and published on the next succeeding Business Day by the NYFRB as an overnight bank funding rate.

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"Participant Register": as defined in Section 9.6(b).

"Participants": as defined in Section 9.6(b).

"Patriot Act": as defined in Section 9.15.

"Payment": as defined in Section 8.6(b).

"Payment Notice": as defined in Section 8.6(b).

"PBGC": the Pension Benefit Guaranty Corporation established pursuant to Subtitle A of Title IV of ERISA.

"Percentage": as to any Lender at any time, the percentage which such Lender's Commitment then constitutes of the Total Commitments or, at any time after the Commitments shall have terminated, the percentage which the aggregate principal amount of such Lender's Exposure at such time constitutes of the Total Exposures at such time. Notwithstanding the foregoing, in the case of

Section 2.21 when a Defaulting Lender shall exist, Percentages shall be determined without regard to any Defaulting Lender's Commitment.

"Person": an individual, partnership, corporation, business trust, joint stock company, trust, unincorporated association, joint venture, Governmental Authority or other entity of whatever nature.

"Plan": at a particular time, any employee benefit plan which is covered by ERISA and in respect of which the Borrower or a Commonly Controlled Entity is (or, if such plan were terminated at such time, would under Section 4069 of ERISA be deemed to be) an "employer" as defined in Section 3(5) of ERISA.

"Plan Asset Regulations": 29 CFR § 2510.3-101 *et seq.*, as modified by Section 3(42) of ERISA, as amended from time to time.

"Prime Rate": the rate of interest last quoted by The Wall Street Journal as the "Prime Rate" in the U.S. or, if The Wall Street Journal ceases to quote such rate, the highest per annum interest rate published by the Board in Federal Reserve Statistical Release H.15 (519) (Selected Interest Rates) as the "bank prime loan" rate or, if such rate is no longer quoted therein, any similar rate quoted therein (as determined by the Administrative Agent) or any similar release by the Board (as determined by the Administrative Agent). Each change in the Prime Rate shall be effective from and including the date such change is publicly announced or quoted as being effective.

"PTE": a prohibited transaction class exemption issued by the U.S. Department of Labor, as any such exemption may be amended from time to time.

"Ratings Type": as defined in the definition of "Applicable Margin".

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"Receivables Securitization": any financing pursuant to which accounts receivable of the Borrower or any of its Subsidiaries are (or are purported to be) sold or pledged, which financing shall be non-recourse (except for customary limited recourse provisions) to the Borrower and its Subsidiaries.

"Reference Time": with respect to any setting of the then-current Benchmark means (1) if such Benchmark is the Term SOFR Rate, 5:00 a.m. (Chicago time) on the day that is two [U.S. Government Securities](#) Business Days preceding the date of such setting or (2) if such Benchmark is not the Term SOFR Rate, the time determined by the Administrative Agent in its reasonable discretion.

"Register": as defined in Section 9.6(d).

"Regulation FD": as defined in Section 9.14.

"Regulatory Change": as to any Lender or any Issuing Lender (or holding company for a Lender or Issuing Lender), any adoption or change occurring or taking effect after the date of this Agreement of or in federal, state, local or foreign laws or regulations (whether or not having the force of law) or the adoption or making or taking effect after such date of any interpretations,

directives, or requests applying to any Lender or to any Issuing Lender (or holding company), as the case may be, of or under any federal, state, local or foreign laws or regulations (whether or not having the force of law) by any court or governmental or monetary authority charged with the interpretation or administration thereof.

"Relevant Governmental Body": the Board and/or the NYFRB, the CME Term SOFR Administrator, as applicable, or a committee officially endorsed or convened by the Board and/or the NYFRB or, in each case, any successor thereto.

"Removed Lender": as defined in Section 2.17.

"Required Lenders": at any date, the holders of more than 50% of the Total Commitments then in effect or, if the Commitments have terminated or for the purposes of determining whether to accelerate the Loans pursuant to Section 7, the Total Exposures at such time.

"Requirement of Law": as to any Person, the certificate of incorporation and by-laws or other organizational or governing documents of such Person, and any law, treaty, rule or regulation or determination of an arbitrator or a court or other Governmental Authority, in each case applicable to or binding upon such Person or any of its property or to which such Person or any of its property is subject.

"Resolution Authority": an EEA Resolution Authority or, with respect to any UK Financial Institution, a UK Resolution Authority.

"Responsible Officer": the Chief Financial Officer, the Treasurer or any Assistant Treasurer of the Borrower, or any employee of the Borrower designated by any of the foregoing.

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"S&P": Standard & Poor's Financial Services LLC and any successor thereto.

"Sanctioned Country": at any time, a country, region or territory which is itself the subject or target of any Sanctions (as of the Second Amendment Effective Date, the so-called Donetsk People's Republic, the so-called Luhansk People's Republic, the Crimea region of Ukraine, Cuba, Iran, North Korea and Syria).

"Sanctioned Person": at any time, (a) any Person listed in any Sanctions-related list of designated Persons maintained by the Office of Foreign Assets Control of the U.S. Department of the Treasury or the U.S. Department of State, the United Nations Security Council, the European Union or Her~~His~~^{His} Majesty's Treasury, (b) any Person operating, organized or resident in a Sanctioned Country or (c) any Person owned or controlled by any such Person or Persons described in the foregoing clauses (a) or (b).

"Sanctions": economic or financial sanctions or trade embargoes imposed, administered or enforced from time to time by the U.S. government, including those administered by the Office of Foreign Assets Control of the U.S.

Department of the Treasury or the U.S. Department of State, the European Union or Her Majesty's Treasury.

"Second Amendment": that certain Second Amendment to this Agreement, dated as of May 4, 2022, by and among the Borrower, the Administrative Agent and each Lender party thereto.

"Second Amendment Effective Date" has the meaning assigned to such term in Second Amendment.

"Significant Subsidiary": as defined in Regulation S-X of the United States Securities and Exchange Commission (or any successor), as the same may be amended or supplemented from time to time, excluding any special purpose finance subsidiary that participates in, or is formed in connection with, any financing arrangement described in clause (v) of the definition of "Indebtedness" hereunder.

"SOFR": a rate equal to the secured overnight financing rate as administered by the SOFR Administrator.

"SOFR Administrator": the NYFRB (or a successor administrator of the secured overnight financing rate).

"SOFR Administrator's Website": the NYFRB's website, currently at <http://www.newyorkfed.org>, or any successor source for the secured overnight financing rate identified as such by the SOFR Administrator from time to time.

"SOFR Determination Date": has the meaning assigned to such term in the definition of "Daily Simple SOFR".

"SOFR Rate Day": has the meaning assigned to such term in the definition of "Daily Simple SOFR".

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"Subsidiary": as to any Person, a corporation, partnership or other entity of which shares of stock or other ownership interests having ordinary voting power (other than stock or such other ownership interests having such power only by reason of the happening of a contingency) to elect a majority of the board of directors or other managers of such corporation, partnership or other entity are at the time owned, or the management of which is otherwise controlled, directly or indirectly through one or more intermediaries, or both, by such Person. Unless otherwise qualified, all references to a "Subsidiary" or to "Subsidiaries" in this Agreement shall refer to a Subsidiary or Subsidiaries of the Borrower.

"Term Benchmark": when used in reference to any Loan or borrowing, indicates that such Loan, or the Loans comprising such borrowing, are bearing interest at a rate determined by reference to the Adjusted Term SOFR Rate, other than pursuant to clause (c) of the definition of "ABR".

"Term Benchmark Tranche": the collective reference to Term Benchmark Loans the then current Interest Periods with respect to all of which begin on the same date and end on the same later date (whether or not such Loans shall originally have been made on the same day).

"Term SOFR Determination Day": has the meaning assigned to such term under the definition of Term SOFR Reference Rate.

"Term SOFR Rate": with respect to any borrowing and for any tenor comparable to the applicable Interest Period, the Term SOFR Reference Rate at approximately 5:00 a.m., Chicago time, two U.S. Government Securities Business Days prior to the commencement of such tenor comparable to the applicable Interest Period, as such rate is published by the CME Term SOFR Administrator.

"Term SOFR Reference Rate": for any day and time (such day, the "Term SOFR Determination Day"), with respect to any borrowing denominated in Dollars and for any tenor comparable to the applicable Interest Period, the rate per annum determined by the Administrative Agent as the forward-looking term rate based on SOFR. If by 5:00 pm (New York City time) on such Term SOFR Determination Day, the "Term SOFR Reference Rate" for the applicable tenor has not been published by the CME Term SOFR Administrator and a Benchmark Replacement Date with respect to the Term SOFR Rate has not occurred, then the Term SOFR Reference Rate for such Term SOFR Determination Day will be the Term SOFR Reference Rate as published in respect of the first preceding U.S. Government Securities Business Day for which such Term SOFR Reference Rate was published by the CME Term SOFR Administrator, so long as such first preceding Business Day is not more than five (5) Business Days prior to such Term SOFR Determination Day.

"Termination Date": the date upon which the Commitments shall terminate, which shall be May 17, ~~2025~~2026, unless extended pursuant to Section 2.18 (including pursuant to the ~~2022~~2023 Extension).

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"Third Amendment": that certain Third Amendment to this Agreement, dated as of May 3, 2023, by and among the Borrower, the Administrative Agent and each Lender party thereto.

"Third Amendment Effective Date": has the meaning assigned to such term in Third Amendment.

"Total Commitments": at any time, the aggregate amount of the Commitments then in effect. The amount of the Total Commitments as of the Effective Date is \$3,000,000,000. The amount of the Total Commitments as of the First Commitment Increase Supplement Effective Date is \$3,350,000,000.

"Total Exposures": at any time, the aggregate amount of the Exposures of all Lenders at such time.

"Transferee": as defined in Section 9.6(f).

"Type": as to any Loan, its nature as an ABR Loan or a Term Benchmark Loan.

"UK Financial Institution": any BRRD Undertaking (as such term is defined under the PRA Rulebook (as amended from time to time) promulgated by the United Kingdom Prudential Regulation Authority) or any person falling within IFPRU 11.6 of the FCA Handbook (as amended from time to time) promulgated

by the United Kingdom Financial Conduct Authority, which includes certain credit institutions and investment firms, and certain affiliates of such credit institutions or investment firms.

"UK Resolution Authority": the Bank of England or any other public administrative authority having responsibility for the resolution of any UK Financial Institution.

"Unadjusted Benchmark Replacement": the applicable Benchmark Replacement excluding the related Benchmark Replacement Adjustment.

"Unsecured Debt Rating": as defined in the definition of "Applicable Margin".

"U.S. Government Securities Business Day": means any day except for (i) a Saturday, (ii) a Sunday or (iii) 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 United States government securities.

"Wells Fargo": Wells Fargo Bank, N.A., a national banking association.

"Withholding Agent": the Borrower and the Administrative Agent.

"Write-Down and Conversion Powers": (a) with respect to any EEA Resolution Authority, the write-down and conversion powers of such EEA Resolution Authority from time to time under the Bail-In Legislation for the applicable EEA Member Country, which write-down and conversion powers are described in the EU Bail-In Legislation

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Schedule and (b) with respect to the United Kingdom, any powers of the applicable Resolution Authority under the Bail-In Legislation to cancel, reduce, modify or change the form of a liability of any UK Financial Institution or any contract or instrument under which that liability arises, to convert all or part of that liability into shares, securities or obligations of that person or any other person, to provide that any such contract or instrument is to have effect as if a right had been exercised under it or to suspend any obligation in respect of that liability or any of the powers under that Bail-In Legislation that are related to or ancillary to any of those powers.

1.2. Other Definitional Provisions. (a) Unless otherwise specified therein, all terms defined in this Agreement shall have their defined meanings when used in the Notes or any certificate or other document made or delivered pursuant hereto or thereto.

(b) As used herein and in the Notes and any certificate or other document made or delivered pursuant hereto or thereto, accounting terms relating to the Borrower and its Subsidiaries not defined in Section 1.1 and accounting terms partly defined in Section 1.1, to the extent not defined, shall have the respective meanings given to them under GAAP.

(c) The words "hereof", "herein" and "hereunder" and words of similar import when used in this Agreement shall refer to this Agreement as a whole and not to

any particular provision of this Agreement, and Section, Subsection, Schedule and Exhibit references are to this Agreement unless otherwise specified.

(d) The meanings given to terms defined herein shall be equally applicable to both the singular and plural forms of such terms.

(e) The interest rate on a Loan denominated in Dollars may be derived from an interest rate benchmark that may be discontinued or is, or may in the future become, the subject of regulatory reform. Upon the occurrence of a Benchmark Transition Event, Section 2.10(b) provides a mechanism for determining an alternative rate of interest. The Administrative Agent does not warrant or accept any responsibility for, and shall not have any liability with respect to, the administration, submission, performance or any other matter related to any interest rate used in this Agreement, or with respect to any alternative or successor rate thereto, or replacement rate thereof, including without limitation, whether the composition or characteristics of any such alternative, successor or replacement reference rate will be similar to, or produce the same value or economic equivalence of, the existing interest rate being replaced or have the same volume or liquidity as did any existing interest rate prior to its discontinuance or unavailability. The Administrative Agent and its affiliates and/or other related entities may engage in transactions that affect the calculation of any interest rate used in this Agreement or any alternative, successor or alternative rate (including any Benchmark Replacement) and/or any relevant adjustments thereto, in each case, in a manner adverse to the Borrower. The Administrative Agent may select information sources or services in its reasonable discretion to ascertain any interest rate used in this Agreement, any component thereof, or rates referenced in the definition thereof, in each case pursuant to the terms of this Agreement, and shall have no liability to the Borrower, any Lender or any other person or entity for damages of any kind, including direct or indirect, special, punitive, incidental or consequential damages, costs, losses or expenses (whether in tort, contract or otherwise and whether at law or in equity), for any error

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or calculation of any such rate (or component thereof) provided by any such information source or service.

SECTION 2. AMOUNT AND TERMS OF THE CREDIT FACILITY

2.1. The Commitments; Increase in Total Commitments. (a) Subject to the terms and conditions hereof, each Lender severally agrees to make revolving credit loans in Dollars to the Borrower from time to time during the Commitment Period in an aggregate principal amount at any one time outstanding that will not result in such Lender's Exposure exceeding such Lender's Commitment. During the Commitment Period the Borrower may use the Commitments by borrowing, prepaying the Loans in whole or in part, and reborrowing, all in accordance with the terms and conditions hereof. Notwithstanding anything to the contrary in this Agreement, in no event may Loans be borrowed under this Section 2.1 if, after giving effect thereto, the aggregate principal amount (a) of the Total Exposures at such time would exceed the Total Commitments then in effect or (b) the Exposure of any Lender at such time would exceed such Lender's Commitment. The Loans may from time to time be Term Benchmark Loans or ABR Loans, as determined by the Borrower and notified to the Administrative Agent in accordance with Sections 2.2 and 2.6. The respective obligations of the Lenders under this Agreement are several and not joint and no

Lender shall be responsible for the failure of any other Lender to satisfy its obligations hereunder.

(b) In the event that the Borrower wishes from time to time to increase the Total Commitments, it shall notify the Administrative Agent in writing of the amount (the “Commitment Increase Amount”) of such proposed increase (such notice, a “Commitment Increase Notice”), and the Administrative Agent shall notify each Lender of such proposed increase. The Borrower may, at its election (i) with the consent of the Issuing Lenders (which consent shall not be unreasonably withheld or delayed) offer one or more of the Lenders the opportunity to participate in all or a portion of the Commitment Increase Amount pursuant to paragraph (d) below and/or (ii) with the consent of the Administrative Agent and the Issuing Lender (which consent shall not be unreasonably withheld or delayed), offer one or more additional banks, financial institutions or other entities the opportunity to participate in all or a portion of the Commitment Increase Amount pursuant to paragraph (c) below. Each Commitment Increase Notice shall specify which Lenders and/or banks, financial institutions or other entities the Borrower desires to participate in such Commitment increase. The Borrower or, if requested by the Borrower, the Administrative Agent, will notify such Lenders and/or banks, financial institutions or other entities of such offer. Each Commitment Increase Amount shall be at least \$50,000,000. If any Issuing Lender does not consent to one or more of the Lenders participating in a Commitment Increase Amount requested by the Borrower, the Borrower may upon written notice to the Administrative Agent and such Issuing Lender reduce the amount set forth in clause (i) of the third sentence of Section 3.2 by an amount equal to such Issuing Lender’s Letter of Credit Commitment, and such Issuing Lender shall cease to be an Issuing Lender as of the date of such notice by the Borrower (in which case the consent of such Issuing Lender shall not be required under this Section 2.1(b)), and the Borrower shall make arrangements satisfactory to such Issuing Lender with respect to any outstanding Letters of Credit previously issued by such Issuing Lender.

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(c) Any additional bank, financial institution or other entity which the Borrower selects to offer a participation in the increased Commitments and which elects to become a party to this Agreement and provide a Commitment in an amount so offered and accepted by it pursuant to Section 2.1(b)(ii) shall execute a New Lender Supplement with the Borrower and the Administrative Agent, substantially in the form of Exhibit F, whereupon such bank, financial institution or other entity (herein called a “New Lender”) shall become a Lender for all purposes and to the same extent as if originally a party hereto and shall be bound by and entitled to the benefits of this Agreement, and Schedule 1.1 shall be deemed to be amended to add the name and Commitment of such New Lender, provided that the Commitment of any such new Lender shall be in an amount not less than \$5,000,000.

(d) Any Lender which accepts an offer to it by the Borrower to increase its Commitment pursuant to Section 2.1(b)(i) shall, in each case, execute a Commitment Increase Supplement with the Borrower and the Administrative Agent, substantially in the form of Exhibit G, whereupon such Lender shall be bound by and entitled to the benefits of this Agreement with respect to the full amount of its Commitment as so increased, and Schedule 1.1 shall be deemed to be amended to so increase the Commitment of such Lender.

(e) Notwithstanding anything to the contrary in this Section 2.1, (i) in no event shall any increase effected pursuant to this Section 2.1 cause the Total Commitments hereunder to exceed \$4,000,000,000 and (ii) no Lender shall have any obligation to increase its Commitment unless it agrees to do so in its sole discretion.

(f) On the effective date of each increase in the Commitments pursuant to this Section 2.1 and notwithstanding other provisions of this Agreement to the contrary (i) the Lenders shall make such payments as shall be directed by the Administrative Agent in order that the outstanding Loans shall be held ratably by the Lenders based on their respective Commitments and (ii) participations in outstanding Letters of Credit shall be deemed to be reallocated according to the respective Commitments of the Lenders. Payments of interest, fees and commissions with respect to the Loans and Letters of Credit shall be made to give effect to any adjustments in the Loans and participations in the Letters of Credit made pursuant to this Section 2.1.

(g) On the effective date of each increase in the Commitments pursuant to this Section 2.1, the conditions set forth in paragraphs (b), (c), (e), (f) (with appropriate modifications) and (g) of Section 5.1 and Section 5.3 shall have been satisfied with respect to such increased Commitments as if such paragraphs applied to such increase, *mutatis mutandis*.

2.2. Procedure for Borrowing. The Borrower may borrow under the Commitments during the Commitment Period on any Business Day, provided that the Borrower shall give the Administrative Agent irrevocable notice, which notice must be executed by a Responsible Officer of the Borrower and received by the Administrative Agent prior to (a) 11:00 A.M., New York City time, three Business Days prior to the requested Borrowing Date, in the case of Term Benchmark Loans, or (b) 1:00 P.M., New York City time, on the requested Borrowing Date, in the case of ABR Loans. Each such notice shall specify (i) the amount to be borrowed, (ii) the requested Borrowing Date, (iii) whether the borrowing is to be of Term Benchmark Loans, ABR Loans, or a combination thereof and (iv) if the borrowing is to be entirely or partly of Term Benchmark Loans, the respective lengths of the initial Interest Periods

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therefor. Each borrowing under the Commitments shall be in an amount equal to (x) in the case of ABR Loans, \$5,000,000 or a whole multiple of \$1,000,000 in excess thereof and (y) in the case of Term Benchmark Loans, \$10,000,000 or a whole multiple of \$1,000,000 in excess thereof; provided that a borrowing under the Commitments that is an ABR Loan may be in any aggregate amount that is required to finance the reimbursement of all or a part of an LC Disbursement as contemplated by Section 3.5. Upon receipt of any such notice from the Borrower, the Administrative Agent shall promptly notify each Lender thereof. Each Lender will make the amount of its pro rata share of each borrowing available to the Administrative Agent for the account of the Borrower at the office of the Administrative Agent specified in Section 9.2 prior to 3:00 P.M., New York City time, on the Borrowing Date requested by the Borrower in funds immediately available to the Administrative Agent. Such borrowing will then be made available to the Borrower by the Administrative Agent crediting the account of the Borrower on the books of such office with the aggregate of the amounts made available to the Administrative Agent by the Lenders promptly upon receipt thereof and in like funds as received by the Administrative Agent; provided that Loans made to finance the

reimbursement of an LC Disbursement as provided in Section 3.5 shall be remitted by the Administrative Agent to the applicable Issuing Lender.

2.3. Fees. (a) The Borrower agrees to pay to the Administrative Agent for the account of each Lender a Facility Fee for the period from and including the first day of the Commitment Period to and excluding the Termination Date, computed at the Facility Fee Rate on the average daily amount of the Commitment of such Lender (or, following termination of the Commitment of such Lender, on the average daily amount of the Exposure of such Lender) during the period for which payment is made, payable in arrears on the last day of each March, June, September and December and on the Termination Date and, following termination of the Commitments, on demand.

(b) The Borrower agrees to pay to the Administrative Agent for its own account any fees separately agreed to by the Borrower and the Administrative Agent in writing.

(c) The Borrower agrees to pay (i) to the Administrative Agent for the account of each Lender (including the Issuing Lender) a Letter of Credit Participation Fee with respect to its participations in Letters of Credit, which shall accrue at the Letter of Credit Participation Fee Rate on the average daily amount of such Lender's LC Exposure (excluding any portion thereof attributable to unreimbursed LC Disbursements) during the period from and including the Effective Date to but excluding the later of the date on which such Lender's Commitment terminates and the date on which such Lender ceases to have any LC Exposure, and (ii) to each Issuing Lender a fronting fee (the "Letter of Credit Fronting Fee"), which shall accrue at the rate per annum separately agreed with such Issuing Lender on the average daily amount of the LC Exposure of such Issuing Lender (excluding any portion thereof attributable to unreimbursed LC Disbursements) during the period from and including the Effective Date to but excluding the later of the date of termination of the Commitments and the date on which there ceases to be any LC Exposure, as well as such Issuing Lender's standard fees with respect to the issuance, amendment, renewal, extension or administration of any Letter of Credit or processing of drawings thereunder, such standard fees of each Issuing Lender as in effect as of the Effective Date having been disclosed in writing to Borrower prior to the Effective Date. Letter of Credit Participation Fees and Letter of Credit Fronting Fees accrued through and including the last day

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of March, June, September and December of each year shall be payable on each such last day, commencing on the first such date to occur after the Effective Date; provided that all such fees shall be payable on the date on which the Commitments terminate and any such fees accruing after the date on which the Commitments terminate shall be payable on demand. Any other fees payable to any Issuing Lender pursuant to this paragraph shall be payable within 15 Business Days after demand.

2.4. Repayment of Loans; Evidence of Debt (a) The Borrower hereby unconditionally promises to pay to the Administrative Agent for the account of each Lender the then unpaid principal amount of each Loan of such Lender on the Termination Date (or such earlier date on which the Loans become due and payable pursuant to Section 7). The Borrower hereby further agrees to pay interest on the unpaid principal amount of the Loans from time to time outstanding from the Effective Date until payment in full thereof at the rates per annum, and on the dates, set forth in Section 2.8.

(b) Each Lender shall maintain in accordance with its usual practice an account or accounts evidencing indebtedness of the Borrower to such Lender resulting from each Loan of such Lender from time to time, including the amounts of principal and interest payable and paid to such Lender from time to time under this Agreement.

(c) The Administrative Agent shall maintain the Register pursuant to Section 9.6(d), and a subaccount therein for each Lender, in which shall be recorded (i) the amount of each Loan made hereunder, the Type thereof and each Interest Period applicable thereto, (ii) the amount of any principal or interest due and payable or to become due and payable from the Borrower to each Lender hereunder and (iii) both the amount of any sum received by the Administrative Agent hereunder from the Borrower and each Lender's share thereof.

(d) The entries made in the Register and the accounts of each Lender maintained pursuant to Section 2.4(b) shall, to the extent permitted by applicable law, be prima facie evidence of the existence and amounts of the obligations of the Borrower therein recorded; provided, however, that the failure of any Lender or the Administrative Agent to maintain the Register or any such account, or any error therein, shall not in any manner affect the obligation of the Borrower to repay (with applicable interest) the Loans made to the Borrower by such Lender in accordance with the terms of this Agreement.

(e) The Borrower agrees that, upon the request to the Administrative Agent by any Lender, the Borrower will execute and deliver to such Lender a promissory note of the Borrower evidencing the Loans of such Lender, substantially in the form of Exhibit A with appropriate insertions as to date and principal amount (a "Note").

2.5. Prepayments and Termination or Reduction of Commitments(a) The Borrower may, upon not less than three Business Days' notice to the Administrative Agent, terminate or reduce the unutilized amount of the Commitments. Any reduction of the Commitments shall be in an amount equal to \$10,000,000 or a whole multiple of \$1,000,000 in excess thereof and shall reduce permanently the Commitments then in effect.

(b) The Borrower may at any time and from time to time prepay the Loans, in whole or in part, without premium or penalty, upon at least three Business Days' irrevocable

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notice to the Administrative Agent; provided that such notice may state that such prepayment is contingent on the closing of another transaction. Each such notice shall specify the date and amount of prepayment and whether the prepayment is of Term Benchmark Loans, ABR Loans or a combination thereof, and, if of a combination thereof, the amount allocable to each. Upon receipt of any such notice the Administrative Agent shall promptly notify each Lender thereof. If any such notice is given, subject to such contingency, the amount specified in such notice shall be due and payable on the date specified therein, together with any amounts payable pursuant to Section 2.15 and (except in the case of ABR Loans) accrued interest to but excluding such date on the amount prepaid. Partial prepayments shall be in an aggregate principal amount of \$5,000,000 or a whole multiple of \$1,000,000 in excess thereof.

2.6. Conversion and Continuation Options. ABR Loans may, at any time, be converted into Term Benchmark Loans and Term Benchmark Loans may, on the last day of any Interest Period applicable thereto, be converted into ABR Loans or continued as Term Benchmark Loans (the date of any such conversion, the “Conversion Date”), as follows:

(a) In order to continue outstanding Term Benchmark Loans as Term Benchmark Loans for another Interest Period, or to convert ABR Loans to Term Benchmark Loans, the Borrower shall give the Administrative Agent irrevocable notice thereof prior to 11:00 A.M. New York City time, three Business Days before the first day of the Interest Period to be applicable to such continued or converted Term Benchmark Loans, which notice shall specify the length of the Interest Period requested by the Borrower to be applicable to such Loans.

(b) No Loan may be converted into, or continued as, a Term Benchmark Loan when any Event of Default has occurred and is continuing and the Administrative Agent has or the Required Lenders have determined in its or their sole discretion not to permit such a continuation.

(c) If the Borrower fails to give a notice as described above in this Section 2.6 to continue an outstanding Term Benchmark Loan or to convert such Loan to an ABR Loan, or if such continuation or conversion is not permitted pursuant to paragraph (b) above, such Loans shall be automatically converted to ABR Loans on the last day of the then expiring Interest Period applicable to such Loans.

(d) The Administrative Agent shall promptly notify each Lender of each notice received by the Administrative Agent from the Borrower pursuant to this Section 2.6.

2.7. Minimum Amounts and Maximum Number of Tranches. All borrowings, prepayments, conversions and continuations of Loans hereunder and all selections of Interest Periods hereunder shall be in such amounts and be made pursuant to such elections so that, after giving effect thereto, the aggregate principal amount of the Loans comprising each Term Benchmark Tranche shall be equal to \$10,000,000 or a whole multiple of \$1,000,000 in excess thereof. In no event shall there be more than five Term Benchmark Tranches outstanding at any time.

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2.8. Interest Rates and Payment Dates (a) Each Term Benchmark Loan shall bear interest for each day during each Interest Period with respect thereto at a rate per annum equal to the Adjusted Term SOFR Rate determined for such day plus the Applicable Margin therefor.

(b) Each ABR Loan shall bear interest for each day from the applicable Borrowing Date or Conversion Date at a rate per annum equal to the ABR plus the Applicable Margin therefor.

(c) If all or a portion of (i) the principal amount of any Loan or reimbursement obligation in respect of any LC Disbursement, (ii) any interest payable thereon or (iii) any fee or other amount payable hereunder shall not be paid when due (whether at the stated maturity, by acceleration or otherwise), such overdue amount shall, to the extent permitted by applicable law, bear interest at a rate per annum which

is equal to the rate applicable to ABR Loans pursuant to Section 2.8(b) plus 2% from the date of such non-payment to (but excluding) the date on which such amount is paid in full (after as well as before judgment).

(d) Interest shall be payable in arrears on each Interest Payment Date, provided that interest accruing pursuant to paragraph (c) of this Section shall be payable from time to time on demand and on the Termination Date.

2.9. Computation of Interest and Fees. (a) Interest calculated on the basis of the Prime Rate shall be calculated on the basis of a 365- (or 366-, as the case may be) day year for the actual days elapsed; and, otherwise, interest and Facility Fees, Letter of Credit Participation Fees and Letter of Credit Fronting Fees shall be calculated on the basis of a 360-day year for the actual days elapsed. The Administrative Agent shall as soon as practicable notify the Borrower and the Lenders of each determination of the Adjusted Term SOFR Rate.

(b) Each determination of an interest rate by the Administrative Agent pursuant to any provision of this Agreement shall be conclusive and binding on the Borrower and the Lenders in the absence of manifest error. The Administrative Agent shall deliver to the Borrower upon request a statement showing the quotations used by the Administrative Agent in determining any interest rate pursuant to Section 2.8(a) or (b).

2.10. Inability to Determine Interest Rate. (a) Subject to clauses (b), (c), (d), (e) and (f) of this Section 2.10, if:

(i) the Administrative Agent determines (which determination shall be conclusive absent manifest error) prior to the commencement of any Interest Period for a Term Benchmark borrowing, that adequate and reasonable means do not exist for ascertaining the Adjusted Term SOFR Rate or the Term SOFR Rate (including because the Term SOFR Reference Rate is not available or published on a current basis) for such Interest Period; or

(ii) the Administrative Agent shall have received notice from the Required Lenders that prior to the commencement of any Interest Period for a Term Benchmark borrowing, the Adjusted Term SOFR Rate for such Interest Period will not adequately

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and fairly reflect the cost to such Lenders (or Lender) of making or maintaining their Loans (or its Loan) included in such borrowing for such Interest Period;

then the Administrative Agent shall give notice thereof to the Borrower and the Lenders by telephone, facsimile or electronic mail as promptly as practicable thereafter and, until (x) the Administrative Agent notifies the Borrower and the Lenders that the circumstances giving rise to such notice no longer exist and (y) the Borrower delivers a new Interest Election Request in accordance with the terms of Section 2.6 or a new borrowing request in accordance with the terms of Section 2.2, any Interest Election Request that requests the conversion of any borrowing to, or continuation of any borrowing as, a Term Benchmark borrowing and any borrowing request that requests a Term Benchmark borrowing shall instead be deemed to be an Interest Election Request or borrowing request, as applicable, for an ABR borrowing. Furthermore, if any Term Benchmark Loan is outstanding on the date of the Borrower's receipt of the notice from

the Administrative Agent referred to in this Section 2.10(a), then until (x) the Administrative Agent notifies the Borrower and the Lenders that the circumstances giving rise to such notice no longer exist and (y) the Borrower delivers a new Interest Election Request in accordance with the terms of Section 2.6 or a new borrowing request in accordance with Section 2.2, such Term Benchmark Loan shall on the last day of the Interest Period applicable to such Loan (or the next succeeding Business Day if such day is not a Business Day), be converted by the Administrative Agent to, and shall constitute, an ABR Loan on such day.

(b) Notwithstanding anything to the contrary herein or in any other Loan Document, if a Benchmark Transition Event and its related Benchmark Replacement Date have occurred prior to the Reference Time in respect of any setting of the then-current Benchmark, then (x) if a Benchmark Replacement is determined in accordance with clause (1) of the definition of "Benchmark Replacement" for such Benchmark Replacement Date, such Benchmark Replacement will replace such Benchmark for all purposes hereunder and under any Loan Document in respect of such Benchmark setting and subsequent Benchmark settings without any amendment to, or further action or consent of any other party to, this Agreement or any other Loan Document and (y) if a Benchmark Replacement is determined in accordance with clause (2) of the definition of "Benchmark Replacement" for such Benchmark Replacement Date, such Benchmark Replacement will replace such Benchmark for all purposes hereunder and under any Loan Document in respect of any Benchmark setting at or after 5:00 p.m. (New York City time) on the fifth (5th) Business Day after the date notice of such Benchmark Replacement is provided to the Lenders without any amendment to, or further action or consent of any other party to, this Agreement or any other Loan Document so long as the Administrative Agent has not received, by such time, written notice of objection to such Benchmark Replacement from Lenders comprising the Required Lenders.

(c) In connection with use or administration of the Term SOFR Rate or the use, administration, adoption or implementation of a Benchmark Replacement, the Administrative Agent will have the right to make Benchmark Replacement Conforming Changes from time to time and, notwithstanding anything to the contrary herein or in any other Loan Document, any amendments implementing such Benchmark Replacement Conforming Changes will become effective without any further action or consent of any other party to this Agreement or any other Loan Document.

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(d) The Administrative Agent will promptly notify the Borrower and the Lenders of (i) any occurrence of a Benchmark Transition Event, (ii) the implementation of any Benchmark Replacement, (iii) the effectiveness of any Benchmark Replacement Conforming Changes, (iv) the removal or reinstatement of any tenor of a Benchmark pursuant to clause (e) below and (v) the commencement or conclusion of any Benchmark Unavailability Period. Any determination, decision or election that may be made by the Administrative Agent or, if applicable, any Lender (or group of Lenders) pursuant to this Section 2.10, including any determination with respect to a 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 and may be made in its or their sole discretion and without consent from any other party to this Agreement or any other

Loan Document, except, in each case, as expressly required pursuant to this Section 2.10.

(e) Notwithstanding anything to the contrary herein or in any other Loan Document, at any time (including in connection with the implementation of a Benchmark Replacement), (i) if the then-current Benchmark is a term rate (including the Term SOFR Rate) and either (a) any tenor for such Benchmark is not displayed on a screen or other information service that publishes such rate from time to time as selected by the Administrative Agent in its reasonable discretion or (b) the regulatory supervisor for the administrator of such Benchmark has provided a public statement or publication of information announcing that any tenor for such Benchmark is or will be no longer representative, then the Administrative Agent may modify the definition of "Interest Period" for any Benchmark settings at or after such time to remove such unavailable or non-representative tenor and (ii) if a tenor that was removed pursuant to clause (i) above either (a) is subsequently displayed on a screen or information service for a Benchmark (including a Benchmark Replacement) or (b) is not, or is no longer, subject to an announcement that it is or will no longer be representative for a Benchmark (including a Benchmark Replacement), then the Administrative Agent may modify the definition of "Interest Period" for all Benchmark settings at or after such time to reinstate such previously removed tenor.

(f) Upon the Borrower's receipt of notice of the commencement of a Benchmark Unavailability Period, the Borrower may revoke any request for a Term Benchmark borrowing, conversion to or continuation of Term Benchmark Loans to be made, converted or continued during any Benchmark Unavailability Period and, failing that, the Borrower will be deemed to have converted any request for a Term Benchmark borrowing into a request for a borrowing of or conversion to an ABR borrowing. During any Benchmark Unavailability Period or at any time that a tenor for the then-current Benchmark is not an Available Tenor, the component of ABR based upon the then-current Benchmark or such tenor for such Benchmark, as applicable, will not be used in any determination of ABR. Furthermore, if any Term Benchmark Loan is outstanding on the date of the Borrower's receipt of notice of the commencement of a Benchmark Unavailability Period, then until such time as a Benchmark Replacement is implemented pursuant to this Section 2.10, such Term Benchmark Loan shall on the last day of the Interest Period applicable to such Loan (or the next succeeding Business Day if such day is not a Business Day), be converted by the Administrative Agent to, and shall constitute, an ABR Loan on such day.

2.11. Pro Rata Treatment and Payments. (a) Each borrowing by the Borrower from the Lenders hereunder, and, except as provided in Section 2.21, each payment by the

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Borrower of any Facility Fee or Letter of Credit Participation Fee hereunder, except as provided in Section 2.21, each payment (including each prepayment) by the Borrower on account of principal of and interest on the Loans, and any reduction of the Commitments of the Lenders shall be made pro rata according to the Percentages of the Lenders, in each case except to the extent another provision of this Agreement specifies a different treatment. All payments (including prepayments) to be made by the Borrower hereunder, whether on account of principal, interest, fees or otherwise, shall be made without set off or counterclaim and shall be made prior to 4:00 P.M., New York

City time, on the due date thereof to the Administrative Agent (except payments to be made directly to the Issuing Lender as expressly provided herein), for the account of the Lenders, at the Administrative Agent's office specified in Section 9.2, in Dollars and in immediately available funds. The Administrative Agent shall distribute such payments to the Lenders promptly upon receipt in like funds as received. If any payment hereunder becomes due and payable on a day other than a Business Day, such payment shall be extended to the next succeeding Business Day, and, with respect to payments of principal, interest thereon shall be payable at the then applicable rate during such extension.

(b) Unless the Administrative Agent shall have been notified in writing by any Lender prior to a borrowing that such Lender will not make the amount that would constitute its share of such borrowing available to the Administrative Agent, the Administrative Agent may assume that such Lender is making such amount available to the Administrative Agent, and the Administrative Agent may, in reliance upon such assumption, make available to the Borrower a corresponding amount. If such amount is not made available to the Administrative Agent by the required time on the Borrowing Date therefor, such Lender shall pay to the Administrative Agent, on demand, such amount with interest thereon at a rate equal to the daily average Federal Funds Effective Rate for the period until such Lender makes such amount immediately available to the Administrative Agent. A certificate of the Administrative Agent submitted to any Lender with respect to any amounts owing under this Section shall be conclusive in the absence of manifest error. If such Lender's pro rata share of such borrowing is not made available to the Administrative Agent by such Lender within three Business Days of such Borrowing Date, the Administrative Agent shall also be entitled to repayment of such amount with interest thereon at the rate per annum otherwise applicable to such Loans hereunder, on demand, from the Borrower and, upon such payment, no further interest shall be payable with respect to such amount. The payment of interest by a Lender to the Administrative Agent pursuant to this Section 2.11(b) shall not be deemed to be a waiver of any right the Borrower may have against such Lender for such Lender's failure to make Loans to the Borrower as required hereunder.

2.12. Illegality. Notwithstanding any other provision herein, if the adoption of or any change in any Requirement of Law or in the interpretation or application thereof shall make it unlawful for any Lender to make or maintain Term Benchmark Loans, or to determine or charge interest rates based upon SOFR, Term SOFR Rate or Adjusted Term SOFR Rate as contemplated by this Agreement (a) such Lender shall promptly give notice thereof to the Borrower and the Administrative Agent, (b) the commitment of such Lender hereunder to make Term Benchmark Loans, continue Term Benchmark Loans as such and convert ABR Loans to Term Benchmark Loans shall forthwith be cancelled and (c) such Lender's outstanding Term Benchmark Loans, if any, shall be converted automatically to ABR Loans on the respective last days of the then current Interest Periods with respect to such Loans or within such earlier period as required by law.

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2.13. Additional Costs. (a) If, as a result of any Regulatory Change:

(i) any Lender or any Issuing Lender shall be subject to any tax of any kind whatsoever with respect to amounts payable to it under this Agreement, or the basis of taxation of payments to such Lender or such Issuing Lender in

respect thereof is changed (except, in each case, for Non-Excluded Taxes covered by Section 2.14, taxes described in clauses (x) through (z) of Section 2.14(a), net income taxes, franchise taxes, and branch profits taxes, and changes in the rate of tax on the overall net income of such Lender); or

(ii) any reserve, special deposit, capital adequacy, liquidity, compulsory loan or similar requirements relating to any extensions of credit or other assets of, or any deposits with or other liabilities of, any Lender or any Issuing Lender, which requirements are generally applicable to extensions of credit or other assets of, or deposits with or other liabilities of, such Lender or such Issuing Lender, are imposed, modified, or deemed applicable; or

(iii) any other condition, cost or expense (other than taxes) affecting this Agreement, any Loans or any Letter of Credit or participation therein is imposed on any Lender or any Issuing Lender after the date hereof, which condition, cost or expense (other than taxes) is generally applicable to loans made by such Lender or such Issuing Lender; and

any Lender or any Issuing Lender, as the case may be, determines that, by reason thereof, the cost to such Lender or Issuing Lender (or a holding company of any Lender or Issuing Lender) of making, continuing, converting or maintaining its Commitment or any of its Loans to the Borrower, or the cost (including reduced rate of return) to such Lender or Issuing Lender of participating in, issuing or maintaining any Letter of Credit, as the case may be, is increased or any amount receivable by such Lender or Issuing Lender hereunder in respect of any of such Loans or Letters of Credit is reduced or the rate of return on such Lender's or Issuing Lender's (or holding company's) capital is reduced (taking into consideration such Lender's or holding company's policies with respect to capital adequacy and liquidity), in each case by an amount reasonably deemed by such Lender or Issuing Lender to be material (such increases in cost and reductions in amounts receivable being herein called "Additional Costs"), then the Borrower shall pay to such Lender or Issuing Lender, as the case may be, upon its request the additional amount or amounts as will compensate such Lender or Issuing Lender, as the case may be, for such Additional Costs within 15 Business Days after written notice of such Additional Costs is received by the Borrower; provided, however, that if all or any such Additional Costs would not have been payable or incurred but for such Lender's or Issuing Lender's voluntary decision to designate a new Lending Office, the Borrower shall have no obligation under this Section 2.13 to compensate such Lender or Issuing Lender for such amount relating to such Lender's or Issuing Lender's decision; provided, further, that the Borrower shall not be required to make any payments to such Lender or Issuing Lender for Additional Costs incurred more than 60 days prior to the date that such Lender or Issuing Lender, as the case may be, notifies the Borrower of such Lender's or Issuing Lender's intention to claim compensation therefor.

(b) [Reserved]

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(c) Notwithstanding anything herein to the contrary, (i) all requests, rules, guidelines, requirements and directives promulgated by the Bank for International Settlements, the Basel Committee on Banking Supervision (or any successor or similar authority) or by United States or foreign regulatory authorities, in each case pursuant to

Basel III, and (ii) the Dodd-Frank Wall Street Reform and Consumer Protection Act and all requests, rules, guidelines, requirements and directives thereunder or issued in connection therewith or in implementation thereof, shall in each case be deemed to be a Regulatory Change, regardless of the date enacted, adopted, issued or implemented.

(d) Each Lender will notify the Borrower and the Administrative Agent of any Regulatory Change occurring after the date of this Agreement which will entitle such Lender or Issuing Lender, as the case may be, to compensation pursuant to Section 2.13(a) or (c) as promptly as practicable after it obtains knowledge thereof and determines to request such compensation. If such Lender or Issuing Lender requests compensation under Section 2.13(a) or (c), the Borrower may, by notice to such Lender or Issuing Lender, as applicable, require that such Lender or Issuing Lender forward to the Borrower a statement setting forth the basis for requesting such compensation and the method for determining the amount thereof.

(A) Determinations by any Lender or Issuing Lender for purposes of this Section 2.13 of the effect of any Regulatory Change shall be conclusive, provided that such determinations are made absent manifest error.

2.14. Taxes. (a) All payments made by or on behalf of the Borrower under this Agreement and any Notes shall be made free and clear of, and without deduction or withholding for or on account of, any present or future income, stamp or other taxes, levies, imposts, duties, charges, fees, deductions or withholdings, now or hereafter imposed, levied, collected, withheld or assessed by any Governmental Authority, excluding net income taxes and franchise taxes (imposed in lieu of net income taxes) and branch profits taxes imposed on the Administrative Agent or any Lender in a jurisdiction (or political subdivision thereof) in which the Administrative Agent or such Lender is organized, in which its applicable Lending Office is located, or as a result of a present or former connection between the Administrative Agent or such Lender and the jurisdiction of the Governmental Authority imposing such tax or any political subdivision or taxing authority thereof or therein (other than any such connection arising solely from the Administrative Agent or such Lender having executed, delivered or performed its obligations or received a payment under, or enforced, this Agreement or any other Loan Document), unless the Borrower is compelled by law to make such deduction or withholding. If any such non-excluded taxes, levies, imposts, duties, charges, fees deductions or withholdings ("Non-Excluded Taxes") or any Other Taxes are required to be withheld from any amounts payable to the Administrative Agent or any Lender, as determined in good faith by the applicable Withholding Agent, (i) such amounts shall be paid to the relevant Governmental Authority in accordance with applicable law and (ii) the amounts so payable by the Borrower to the Administrative Agent or such Lender shall be increased to the extent necessary to yield to the Administrative Agent or such Lender (after payment of all Non-Excluded Taxes and Other Taxes) interest or any such other amounts payable hereunder at the rates or in the amounts they would have received had no such obligation been imposed; provided, however, that, notwithstanding anything in this Agreement to the contrary, the Borrower shall not be required to increase any such amounts payable to any Lender with respect to any Non-Excluded Taxes that

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are (x) United States withholding taxes (including United States federal, state and local backup withholding taxes) resulting from any Requirement of Law in effect on the date

such Lender becomes a party to this Agreement (other than pursuant to an assignment request by the Borrower under Section 2.17), (y) attributable to (i) such Lender's designation of a different Lending Office (provided that such Non-Excluded Taxes are imposed at the time of the first payment to such Lender under this Agreement following such designation and excluding any designation occurring pursuant to Section 2.16) or (ii) such Lender's failure to comply with the requirements of paragraph (e) of this Section 2.14 or (z) United States federal withholding taxes imposed under FATCA.

(b) In addition, the Borrower shall pay any Other Taxes to the relevant Governmental Authority in accordance with applicable law.

(c) Whenever any Non-Excluded Taxes or Other Taxes are payable by the Borrower, as promptly as possible thereafter the Borrower shall send to the Administrative Agent for the account of the Administrative Agent or the relevant Lender, as the case may be, certificates or other valid vouchers or receipts received by the Borrower or other evidence reasonably satisfactory to the Administrative Agent or the relevant Lender showing payment thereof. Subject to Section 2.14(a), if (i) the Borrower fails to pay any such Non-Excluded Taxes or Other Taxes when due to the appropriate taxing authority, (ii) fails to remit to the Administrative Agent the required receipts or other required documentary evidence or (iii) any Non-Excluded Taxes or Other Taxes are imposed directly upon the Administrative Agent or any Lender, the Borrower shall indemnify the Administrative Agent and the Lenders for such amounts and any incremental taxes, interest or penalties that may become payable by the Administrative Agent or any Lender as a result of any such failure in the case of (i) and (ii), or any such direct imposition in the case of (iii).

(d) Each Lender shall indemnify the Administrative Agent for the full amount of any taxes, levies, imposts, duties, charges, fees, deductions, withholdings or similar charges imposed by any Governmental Authority that are attributable to such Lender and that are payable or paid by the Administrative Agent, together with all interest, penalties, reasonable costs and expenses arising therefrom or with respect thereto, as determined by the Administrative Agent in good faith. A certificate as to the amount of such payment or liability delivered to any Lender by the Administrative Agent shall be conclusive absent manifest error.

(e) Each Lender that is a "United States Person" as defined in Section 7701(a)(30) of the Code shall deliver to the Borrower and the Administrative Agent on or before the date on which it becomes a party to this Agreement two properly completed and duly signed copies of U.S. Internal Revenue Service Form W-9 (or any successor form) certifying that such Lender is exempt from U.S. federal withholding tax. Each Lender (or Transferee) that is not a "United States Person" as defined in Section 7701(a)(30) of the Code (a "Non-U.S. Lender") shall deliver to the Borrower and the Administrative Agent (or, in the case of a Participant, to the Lender from which the related participation shall have been purchased) (i) two copies of U.S. Internal Revenue Service Form W-8BEN or W-8BEN-E (certifying as to entitlement to treaty benefits), Form W-8ECI (claiming exemption from withholding because the income is effectively connected with a U.S. trade or business) or Form W-8IMY (together with any applicable underlying Internal Revenue Service forms), as applicable, (ii) in the case of a

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Non-U.S. Lender claiming exemption from U.S. federal withholding tax under Section 871(h) or 881(c) of the Code with respect to payments of "portfolio interest", a

statement substantially in the form of Exhibit B and the applicable Internal Revenue Service Form W-8, or any subsequent versions thereof or successors thereto properly completed and duly executed by such Non-U.S. Lender claiming complete exemption from, or a reduced rate of, U.S. federal withholding tax on payments under this Agreement and the other Loan Documents, or (iii) any other form prescribed by applicable requirements of U.S. federal income tax law as a basis for claiming exemption from or a reduction in U.S. federal withholding tax duly completed together with such supplementary documentation as may be prescribed by applicable requirements of law to permit the Borrower and the Administrative Agent to determine the withholding or deduction required to be made. Such forms, certificates, and statements shall be delivered by each Lender on or before the date it becomes a party to this Agreement (or, in the case of any Participant, on or before the date such Participant purchases the related participation) and from time to time thereafter upon the request of the Borrower or the Administrative Agent. In addition, each Lender shall deliver such forms, certificates, and statements promptly upon the obsolescence or invalidity of any form previously delivered by such Lender, or upon the reasonable request by the Borrower or the Administrative Agent. Each Lender shall promptly notify the Borrower and the Administrative Agent at any time it determines that it is no longer in a position to provide any previously delivered form, certificate, or statement to the Borrower (or any other form, statement, or certification adopted by the U.S. taxing authorities for such purpose). Each Lender agrees to (x) promptly notify the Administrative Agent and Borrower if any fact set forth in any such form, certificate, or statement ceases to be true and correct and (y) take such steps and may be reasonably necessary to avoid any applicable Requirements of Law that Borrower make any deduction or withholding for taxes from amounts payable to the Lender under this Agreement. Notwithstanding any other provision of this paragraph, a Non-U.S. Lender shall not be required to deliver any form pursuant to this paragraph after the date it becomes a party to this Agreement (or, in the case of any Participant, after the date such Participant purchases the related participation) that such Non-U.S. Lender is not legally able to deliver. Notwithstanding any other provision of this paragraph, the completion, execution and submission of such documentation described in Section 2.14(e)(iii) shall not be required if in a Lender's reasonable judgment such completion, execution or submission would subject such Lender to any material unreimbursed cost or expense or would materially prejudice the legal or commercial position of such Lender. If a payment made to a Lender under any Loan Document would be subject to U.S. federal withholding tax imposed by FATCA if such Lender were to fail to comply with the applicable reporting requirements of FATCA (including those contained in Section 1471(b) or 1472(b) of the Code, as applicable), such Lender shall deliver to the Borrower and the Administrative Agent at the time or times prescribed by law and at such time or times reasonably requested by the Borrower or the Administrative Agent such documentation prescribed by applicable law (including as prescribed by Section 1471(b)(3)(C)(i) of the Code) and such additional documentation reasonably requested by the Borrower or the Administrative Agent as may be necessary for the Borrower and the Administrative Agent to comply with their obligations under FATCA and to determine that such Lender has complied with such Lender's obligations under FATCA or to determine the amount to deduct and withhold from such payment. Solely for purposes of the preceding sentence, "FATCA" shall include any amendments made to FATCA after the date of this Agreement. For purposes of this Section 2.14(e), the term "Lender" includes the Administrative Agent.

(f) If the Administrative Agent or any Lender determines, in its reasonable discretion, that it has received a refund of any Non-Excluded Taxes or Other Taxes as to which it has been indemnified by the Borrower or with respect to which the Borrower has paid additional amounts pursuant to this Section 2.14, it shall pay over such refund to the Borrower (but only to the extent of indemnity payments made, or additional amounts paid, by the Borrower under this Section 2.14 with respect to the Non-Excluded Taxes or Other Taxes giving rise to such refund), net of all reasonable out-of-pocket expenses of such Lender incurred in obtaining such refund and without interest (other than any interest paid by the relevant Governmental Authority with respect to such refund); provided, that the Borrower, upon the request of such Lender, agrees to repay the amount paid over to the Borrower (plus any penalties, interest or other charges imposed by the relevant Governmental Authority) to such Lender in the event such Lender is required to repay such refund to such Governmental Authority. This paragraph shall not be construed to require any Lender to make available its tax returns (or any other information relating to its taxes which it deems confidential) to the Borrower or any other Person.

(g) For purposes of this Section 2.14, the term “Lender” includes the Issuing Lenders.

2.15. Indemnity.. The Borrower agrees to indemnify each Lender and to hold each Lender harmless from any loss or expense which such Lender may sustain or incur as a consequence of (a) default by the Borrower in making a borrowing of Term Benchmark Loans or in the conversion into or continuation of Term Benchmark Loans, after the Borrower has given a notice requesting or accepting the same in accordance with the provisions of this Agreement, (b) default by the Borrower in making any prepayment of Term Benchmark Loans after the Borrower has given a notice thereof (including following any revocation of such notice permitted hereunder) in accordance with the provisions of this Agreement, or (c) the making of a prepayment of Term Benchmark Loans on a day which is not the last day of an Interest Period with respect thereto. Such indemnification may include an amount equal to the excess, if applicable, of (i) the amount of interest which would have accrued on the amount so prepaid, or not so borrowed, converted or continued, for the period from the date of such prepayment or of such failure to borrow, convert or continue to but excluding the last day of the relevant Interest Period (or proposed Interest Period) at the applicable rate of interest for such Loans provided for herein (excluding, however, the Applicable Margin) over (ii) the amount of interest (as reasonably determined by such Lender) which would have accrued to such Lender on such amount by placing such amount on deposit for a comparable period with leading banks in the interbank market. A certificate of such Lender setting forth the basis for determining such amount or amounts necessary to compensate such Lender shall be forwarded to the Borrower through the Administrative Agent and shall be conclusively presumed to be correct save for manifest error.

2.16. Change of Lending Office.. Each Lender agrees that if it makes any demand for payment under Sections 2.13 or 2.14, or if any adoption or change of the type described in Section 2.12 shall occur with respect to it, it will use reasonable efforts (consistent with its internal policy and legal and regulatory restrictions and so long as such efforts would not be disadvantageous to it, as determined in its sole discretion) to designate a different Lending Office if the making of such a designation would reduce or obviate the need for the Borrower to

make payments under Sections 2.13 or 2.14, or would eliminate or reduce the effect of any adoption or change described in Section 2.12.

2.17. Replacement of Lenders under Certain Circumstances. The Borrower shall be permitted to replace any Lender (a) that requests reimbursement for amounts owing pursuant to Sections 2.13 or 2.14 (for itself or its Participant) or for which amounts are otherwise payable by the Borrower pursuant to Section 2.14, (b) that is affected in the manner described in Section 2.12 and as a result thereof any of the events described in clauses (b) or (c) of such Section occur, (c) that is a Defaulting Lender, a Downgraded Lender, or a Declining Lender, or (d) that does not consent to an amendment or waiver that requires the consent of all Lenders (or all affected Lenders) and has been approved by the Required Lenders, in each case, with a replacement bank or other financial institution; provided that (i) such replacement does not conflict with any Requirement of Law, (ii) no Event of Default shall have occurred and be continuing at the time of such replacement (or, if an Event of Default exists, the Required Lenders consent to such replacement), (iii) the Borrower shall repay (or the replacement bank or institution shall purchase, at par), without duplication, all Loans, participations in LC Disbursements and other amounts owing to such replaced Lender on or prior to the date of replacement, (iv) the Borrower shall be liable to such replaced Lender under Section 2.15 if any outstanding Term Benchmark Loan owing to such replaced Lender shall be prepaid (or purchased) other than on the last day of the Interest Period relating thereto, (v) the replacement bank or institution, if not already a Lender, shall be reasonably satisfactory to the Administrative Agent, (vi) the replaced Lender shall be obligated to make such replacement in accordance with the provisions of Section 9.6 (c) and (e) (provided that the Borrower or the replacement bank or institution shall be obligated to pay the registration and processing fee referred to therein) or pursuant to other procedures reasonably agreed to by the Borrower and the Administrative Agent (which may include a deemed assignment), (vii) until such time as such replacement shall be consummated, the Borrower shall pay all additional amounts (if any) required pursuant to Sections 2.13 or 2.14, as the case may be, and (viii) any such replacement shall not be deemed to be a waiver of any rights which the Borrower, the Administrative Agent or any other Lender shall have against the replaced Lender.

The Borrower shall have the right to terminate in full the Commitment of each Lender requesting reimbursement pursuant to Section 2.13 or 2.14 by giving notice to the Administrative Agent and such Lender (a "Removed Lender"). On the date of any such termination, such Removed Lender's Commitment shall terminate and the Borrower shall pay all amounts owed to such Removed Lender hereunder. Upon termination of such Removed Lender's Commitment in accordance with this Section 2.17, such Removed Lender shall cease to be a party hereto, and upon such termination of such Removed Lender's Commitment in accordance with this Section 2.17, the Total Commitments shall be reduced by the amount of such Removed Lender's Commitment. The termination of the Commitment of a Removed Lender pursuant to this Section 2.17 shall not be deemed to be a waiver of any right that (x) the Borrower, the Administrative Agent or any other Lender may have against such Removed Lender or (y) such Removed Lender may have against the Borrower. For the avoidance of doubt, participating interests in Letters of Credit will be reallocated among the remaining non-Defaulting Lenders in accordance with their respective Percentages upon termination of any such Commitment. Notwithstanding the foregoing, no termination of a Commitment pursuant to this Section 2.17 shall be effective unless the participating interests in Letters of Credit are so

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reallocated or the Issuing Lenders are otherwise satisfied the existing and future LC Exposure will be covered by the Commitments of the remaining non-Defaulting Lenders and/or cash collateralized by the Borrower.

2.18. Extension Option. The Borrower may request that the Total Commitments be renewed for additional one year periods by providing notice of such request (such notice, an “Extension Notice”) to the Administrative Agent no more frequently than once in a calendar year; provided that the notice for the 2022 Extension shall not count towards the foregoing limitation; provided further that, following the 2022 Extension, no additional notice shall be permitted prior to January 1, 2023. If a Lender agrees, in its individual and sole discretion, to extend its Commitment (an “Extending Lender”), it will notify the Administrative Agent, in writing, of its decision to do so no later than the applicable deadline specified by the Extension Notice. The Administrative Agent will notify the Borrower, in writing, of the Lenders’ decisions promptly following such deadline. The Extending Lenders’ Commitments will be renewed for an additional one year from the then existing Termination Date and such extended Termination Date shall become the Termination Date (except as otherwise provided in this Section 2.18 as to Declining Lenders), provided, that (i) more than 50% of the Total Commitments is extended or otherwise committed to by Extending Lenders and any new Lenders, (ii) all representations and warranties made by the Borrower in or pursuant to the Loan Documents shall be true and correct in all material respects on and as of such date as if made on and as of such date and (iii) no Default or Event of Default exists, except (A) any representations and warranties which are explicitly stated as having been made as of a specific date, which representations and warranties shall be true and correct in all material respects on and as of such date and (B) the representations and warranties set forth in Sections 4.2, 4.7 and 4.11 shall not be required to be restated. Any Lender that declines or does not respond to the Borrower’s request for commitment renewal (a “Declining Lender”) will have its Commitment terminated on the earlier of (i) the then existing Termination Date (without regard to any renewals by other Lenders) (the “Existing Termination Date”) and (ii) the date such Declining Lender is replaced in accordance with Section 2.17, and at such time the Borrower shall repay all Loans, participations in LC Disbursements and other amounts owing to such Declining Lender; provided that if any Declining Lender or any Lender holding a Commitment with a Non-Extended Termination Date assigns all or any portion of its Commitment prior to its termination pursuant Section 9.6(c) and the Assignee of such Commitment agrees to extend the Termination Date of such assigned Commitment until the latest applicable Termination Date of other then-existing Commitments that have been extended pursuant to this Section 2.18, then the Termination Date of such assigned Commitment shall automatically be extended to the latest applicable Termination Date upon such assignment without the consent of the Administrative Agent or any other Lender. The Borrower will have the right to accept commitments from third party financial institutions subject to the consent of the Administrative Agent and the Issuing Lenders (such consent of the Administrative Agent or the Issuing Lenders not to be unreasonably withheld) in an amount up to the amount of the Commitments of any Declining Lenders. The Borrower may extend the Termination Date pursuant to this Section 2.18 no more than twice following the ~~Second~~Third Amendment Effective Date (~~provided that one of such extensions is the 2022~~it being understood that the 2023 Extension shall be deemed to occur prior to the Third Amendment Effective Date).

2.19. [Reserved]

2.20. [Reserved]

2.21. Defaulting Lenders Notwithstanding any provision of this Agreement to the contrary, if any Lender becomes a Defaulting Lender, then, to the fullest extent permitted by applicable law, the following provisions shall apply for so long as such Lender is a Defaulting Lender:

(a) such Defaulting Lender's Facility Fee shall cease to accrue on the unfunded Commitment of such Defaulting Lender;

(b) the Commitment and Exposure of such Defaulting Lender shall not be included in determining whether the Required Lenders have taken or may take any action hereunder (including any consent to any amendment, waiver or other modification pursuant to Section 9.1 to the extent set forth therein), and such Defaulting Lender's right to approve or disapprove any amendment, waiver, consent or other modification with respect to this Agreement shall be restricted as set forth in Section 9.1;

(c) any payment of principal, interest, fees or other amounts received by the Administrative Agent for the account of that Defaulting Lender (whether voluntary or mandatory, at maturity, pursuant to Section 7 or otherwise, and including any amounts made available to the Administrative Agent by that Defaulting Lender pursuant to Section 9.7), shall be applied at such time or times as may be determined by the Administrative Agent as follows: first, to the payment of any amounts owing by that Defaulting Lender to the Administrative Agent hereunder; second, to the payment on a pro rata basis of any amounts owing by that Defaulting Lender to any Issuing Lender hereunder; third, if so determined by the Administrative Agent or requested by any Issuing Lender, to be held as cash collateral for future funding obligations of that Defaulting Lender of any participation in any Letter of Credit; fourth, as the Borrower may request (so long as no Default or Event of Default exists), to the funding of any Loan in respect of which that Defaulting Lender has failed to fund its portion thereof as required by this Agreement, as determined by the Administrative Agent; fifth, if so determined by the Borrower with the consent of the Administrative Agent, not to be unreasonably withheld, to be held in a non-interest bearing deposit account and released in order to satisfy obligations of that Defaulting Lender to fund Loans under this Agreement; sixth, to the payment of any amounts owing to the Lenders or the Issuing Lenders as a result of any judgment of a court of competent jurisdiction obtained by any Lender or Issuing Lender against that Defaulting Lender as a result of that Defaulting Lender's breach of its obligations under this Agreement; seventh, so long as no Default or Event of Default exists, to the payment of any amounts owing to the Borrower as a result of any judgment of a court of competent jurisdiction obtained by the Borrower against that Defaulting Lender as a result of that Defaulting Lender's breach of its obligations under this Agreement; and eighth, to that Defaulting Lender or as otherwise directed by a court of competent jurisdiction; provided that if such payment is a payment of the principal amount of any Loans or unreimbursed amount of any LC Disbursements in respect of which that Defaulting Lender has not fully funded its appropriate share, such payment shall be applied solely to pay the Loans of, and unreimbursed amount of any LC Disbursements owed to, all non-Defaulting Lenders on a pro rata basis prior to being applied to the payment of any Loans of, or unreimbursed amount of any LC Disbursements owed to, that Defaulting Lender. Any payments, prepayments or other amounts paid or payable to a Defaulting Lender that are applied (or held) to pay amounts owed by a Defaulting Lender or to post cash collateral pursuant to this

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Section 2.21(c) shall be deemed paid to and redirected by that Defaulting Lender, and each Lender irrevocably consents hereto;

(d) if any LC Exposure exists at the time such Lender becomes a Defaulting Lender then:

(i) so long as no Default or Event of Default has occurred and is continuing, all or any part of the LC Exposure of such Defaulting Lender shall be reallocated among the non-Defaulting Lenders in accordance with their respective Percentages but only to the extent the sum of all non-Defaulting Lenders' Exposure plus such Defaulting Lender's LC Exposure does not exceed the total of all non-Defaulting Lenders' Commitments;

(ii) if the reallocation described in clause (i) above cannot, or can only partially, be effected, the Borrower shall within two Business Days following notice by the Administrative Agent cash collateralize for the benefit of the Issuing Lenders only the Borrower's obligations corresponding to such Defaulting Lender's LC Exposure (after giving effect to any partial reallocation pursuant to clause (i) above and any cash collateral provided by the Defaulting Lender pursuant to clause (c) above) in accordance with the procedures set forth in Section 7 for so long as such LC Exposure is outstanding;

(iii) if the Borrower or the Defaulting Lender cash collateralizes any portion of such Defaulting Lender's LC Exposure pursuant to clause (ii) above or clause (c) above, as applicable, the Borrower shall not be required to pay any fees to such Defaulting Lender pursuant to Section 2.3(c) with respect to such Defaulting Lender's LC Exposure during the period such Defaulting Lender's LC Exposure is cash collateralized;

(iv) if the LC Exposure of the non-Defaulting Lenders is reallocated pursuant to clause (i) above, then the fees payable to the Lenders pursuant to Section 2.3(c) shall be adjusted in accordance with such non-Defaulting Lenders' Percentages; and

(v) if any portion of such Defaulting Lender's LC Exposure is neither reallocated nor cash collateralized pursuant to clause (i) or (ii) above, then, without prejudice to any rights or remedies of any Issuing Lender or any other Lender hereunder, all fees payable under Section 2.3(c) with respect to such Defaulting Lender's LC Exposure shall be payable to the non-defaulting Issuing Lenders until and to the extent that such LC Exposure is reallocated and/or cash collateralized; and

(e) so long as such Lender is a Defaulting Lender, no Issuing Lender shall be required to issue, amend or increase any Letter of Credit, unless the related exposure and the Defaulting Lender's then outstanding LC Exposure will be 100% covered by the Commitments of the non-Defaulting Lenders and/or cash collateral will be provided by the Defaulting Lender or the Borrower in accordance with Section 2.21(c) or (d). Participating interests in any newly issued or increased Letter of Credit shall be allocated among non-Defaulting Lenders in a

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manner consistent with Section 2.21(d)(i) (and such Defaulting Lender shall not participate therein).

In the event that the Administrative Agent, the Borrower and each Issuing Lender each agrees that a Defaulting Lender has adequately remedied all matters that caused such Lender to be a Defaulting Lender, then the Administrative Agent will so notify the parties hereto, whereupon the LC Exposure of the Lenders shall be readjusted to reflect the inclusion of such Lender's Commitment and on such date such Lender shall purchase at par (plus accrued interest) such of the Loans of the other Lenders as the Administrative Agent shall determine may be necessary in order for such Lender to hold such Loans in accordance with its Percentage, whereupon such Lender shall cease to be a Defaulting Lender; provided that no adjustments will be made retroactively with respect to fees accrued on behalf of the Borrower while such Lender was a Defaulting Lender; and provided, further that except to the extent otherwise expressly agreed by the affected parties, no change hereunder from Defaulting Lender to Lender will constitute a waiver or release of any claim of any party hereunder arising from that Lender's having been a Defaulting Lender.

Cash collateral (or the appropriate portion thereof) furnished by or on behalf of the Borrower pursuant to clause (d) above shall be released promptly following (i) the elimination of the applicable LC Exposure (including by the termination of Defaulting Lender status of the applicable Lender) or (ii) the Administrative Agent's good faith determination that there exists excess cash collateral; provided, however, (x) that cash collateral furnished by or on behalf of the Borrower shall not be released during the continuance of an Event of Default, and (y) the Person providing cash collateral and any Issuing Lender, as applicable, may agree that such cash collateral shall not be released but instead held to support future obligations.

(f) **Termination/Reduction of Defaulting Lenders.** The Borrower shall have the right, subject to consent of the Required Lenders (excluding the Commitment and Exposure of such Defaulting Lender), to (i) reduce such Defaulting Lender's Commitment to be equal to the amount of such Defaulting Lender's outstanding Loans (and participations Letters of Credit) at the time such Lender becomes a Defaulting Lender (but not before consent of Required Lenders is obtained), by giving notice to such Defaulting Lender and the Administrative Agent or (ii) terminate in full the Commitment of such Defaulting Lender by giving notice to the Administrative Agent and such Defaulting Lender (but not before consent of Required Lenders is obtained). On the date of any termination pursuant to the foregoing clause (ii), such Defaulting Lender's Commitment shall terminate and the Borrower shall pay all amounts owed to such Defaulting Lender hereunder. Upon termination of such Defaulting Lender's Commitment in accordance with this Section 2.21(f), such Defaulting Lender shall cease to be a party hereto, and upon such termination or reduction of such Defaulting Lender's Commitment in accordance with this Section 2.21(f), the Total Commitments shall be reduced by the amount by which such Defaulting Lender's Commitment is reduced or, in the case of termination, by the amount of such Defaulting Lender's Commitment. The termination of the Commitment of a Defaulting Lender pursuant to this Section 2.21(f) shall not be deemed to be a waiver of any right that (x) the Borrower, the Administrative Agent or any other Lender may have against such Defaulting Lender or (y) such Defaulting Lender may have against the Borrower based on the estimate described in the preceding sentence.

SECTION 3. LETTERS OF CREDIT

3.1. General. Subject to the terms and conditions set forth herein, the Borrower may request the issuance of Letters of Credit for its own account, in a form reasonably acceptable to the Administrative Agent and the applicable Issuing Lender and in all respects consistent with the terms of this Agreement, at any time and from time to time during the period from and including the Effective Date to the date which is 15 Business Days prior to the Termination Date. In the event of any inconsistency between the terms and conditions of this Agreement and the terms and conditions of any form of letter of credit application or other agreement submitted by the Borrower to, or entered into by the Borrower with, any Issuing Lender relating to any Letter of Credit, the terms and conditions of this Agreement shall control. No Issuing Lender ~~(i)~~ shall be required to, but any Issuing Lender may, issue any Letter of Credit if ~~(i)~~ the LC Exposure at any time in respect of Letters of Credit issued by it would exceed its Letter of Credit Commitment or ~~(ii)~~ shall be required to issue any Letter of Credit if any Lender's Exposure would exceed its Commitment.

3.2. Notice of Issuance, Amendment, Renewal, Extension; Certain Conditions To request the issuance of a Letter of Credit (or the amendment, renewal or extension of an outstanding Letter of Credit), the Borrower shall hand deliver or facsimile (or transmit by electronic communication, if arrangements for doing so have been approved by the applicable Issuing Lender) to the applicable Issuing Lender and the Administrative Agent (three Business Days in advance of the requested date of issuance, amendment, renewal or extension) a notice requesting the issuance of a Letter of Credit, or identifying the Letter of Credit to be amended, renewed or extended, and specifying the date of issuance, amendment, renewal or extension (which shall be a Business Day), the date on which such Letter of Credit is to expire (which shall comply with Section 3.3), the amount of such Letter of Credit, the name and address of the beneficiary thereof and such other information as shall be necessary to prepare, amend, renew or extend such Letter of Credit. If requested by the applicable Issuing Lender, the Borrower also shall submit a letter of credit application on such Issuing Lender's standard form (it being understood that this Agreement shall govern in the event of any inconsistency between any such application and this Agreement) in connection with any request for the issuance of a Letter of Credit. A Letter of Credit shall be issued, amended, renewed or extended only if (and upon issuance, amendment, renewal or extension of each Letter of Credit the Borrower shall be deemed to represent and warrant that), after giving effect to such issuance, amendment, renewal or extension (i) the LC Exposure shall not exceed \$1,500,000,000 and (ii) the sum of the Total Exposures shall not exceed the Total Commitments ~~and (iii) the LC Exposure in respect of Letters of Credit issued by any Issuing Lender shall not exceed such Issuing Lender's Letter of Credit Commitment.~~ Each Issuing Lender shall notify the Administrative Agent upon the issuance or amendment of any Letter of Credit of the terms of such Letter of Credit or amendment and shall provide such other information with respect to Letters of Credit issued by such Issuing Lender as the Administrative Agent may request from time to time. Letters of Credit issued under the Existing Credit Agreement which are outstanding on the Effective Date shall be deemed to be Letters of Credit issued under this Agreement on the Effective Date. **3.3. Expiration Date.** No Letter of Credit shall expire later than the close of business on the earlier of (i) the date one year after the date of the issuance of such Letter of Credit (or, in the case of any renewal or extension thereof, one year after such renewal or extension) and (ii) the date that is five Business Days prior to the date which is one year

following the Termination Date; provided that (A) with respect to any Letter of Credit having an expiration date beyond the Termination Date, the Borrower shall cash collateralize such Letter of Credit at least 30 days prior to the Termination Date in an amount equal to 101% of the amount of such Letter of Credit and otherwise on terms satisfactory to the Administrative Agent and the applicable Issuing Lender or the Borrower shall provide to the applicable Issuing Lender a standby letter of credit in an amount equal to the amount of such Letter of Credit and otherwise in form and substance satisfactory to such Issuing Lender, (B) no Letter of Credit may terminate after the Existing Termination Date if, after giving effect to such Letter of Credit, the Total Commitments of the Extending Lenders (including any entity that becomes a Lender pursuant to Section 2.17) for the period following the Existing Termination Date would be less than the Exposure of the Extending Lenders outstanding after the Existing Termination Date and (C) the Letter of Credit participations of any Declining Lender provided for in Section 3.4 shall terminate on the Existing Termination Date; provided further that the stated amount of any Letter of Credit with an expiration date beyond the Termination Date, by the terms of such Letter of Credit, shall not be reinstated following any drawing thereunder after the Termination Date (whether automatically or upon reimbursement of such drawing).

3.4. Participations. By the issuance, amendment, renewal or extension of a Letter of Credit (or an amendment to a Letter of Credit increasing the amount thereof) and without any further action on the part of the applicable Issuing Lender or the Lenders, each Issuing Lender hereby grants to each Lender, and each Lender hereby acquires from such Issuing Lender, a participation in such Letter of Credit equal to such Lender's Percentage of the aggregate amount available to be drawn under such Letter of Credit. In consideration and in furtherance of the foregoing, each Lender hereby absolutely and unconditionally agrees to pay to the Administrative Agent, for the account of the applicable Issuing Lender, such Lender's Percentage of each LC Disbursement made by the Issuing Lender and not reimbursed by the Borrower on the date due as provided in Section 3.5, or of any reimbursement payment required to be refunded to the Borrower for any reason. Each Lender acknowledges and agrees that its obligation to acquire participations pursuant to this paragraph in respect of Letters of Credit is absolute and unconditional and shall not be affected by any circumstance whatsoever, including (i) any setoff, counterclaim, recoupment, defense or other right that such Lender may have against the applicable Issuing Lender, the Borrower or any other Person for any reason whatsoever, (ii) the occurrence or continuance of a Default or an Event of Default or the failure to satisfy any of the other conditions specified in Section 5, (iii) any adverse change in the condition (financial or otherwise) of the Borrower, any Issuing Lender, any Lender or any other Person, (iv) any breach of this Agreement or any other Loan Document by the Borrower or any other Lender or (v) any other circumstance, happening or event whatsoever, whether or not similar to any of the foregoing.

3.5. Reimbursement. If an Issuing Lender shall make any LC Disbursement in respect of a Letter of Credit, the Borrower shall reimburse such LC Disbursement by paying to the Administrative Agent an amount equal to such LC Disbursement not later than 4:00 P.M., New York City time, on the date that such LC Disbursement is made, if the Borrower shall have received notice of such LC Disbursement prior to 12:00 P.M., New York City time, on such date, or, if such notice has not been received by the Borrower prior to such time on such date, then not later than 4:00 P.M., New York City time, on the Business Day immediately following the day that the Borrower receives such notice; provided that (a) if the unreimbursed amount of such LC

Disbursement is \$5,000,000 or less or (b) if the unreimbursed amount of all LC Disbursements made by the Issuing Lenders on any given Business Day is, in the aggregate, \$5,000,000 or less, the Borrower may reimburse such unreimbursed amount or, if the Borrower does not do so the Administrative Agent may, in its discretion, finance such unreimbursed amount on behalf of the Lenders with an ABR Loan in an equivalent amount (and, if not promptly reimbursed by the Borrower, shall notify the Lenders of the making of such ABR Loan). If the unreimbursed amount of such LC Disbursement(s) is more than \$5,000,000 and the Borrower fails to reimburse such LC Disbursement(s) when due, or if the unreimbursed amount of such LC Disbursement(s) is \$5,000,000 or less and the Administrative Agent has not funded an ABR Loan in accordance with the immediately preceding sentence, the Administrative Agent shall notify each Lender of the unreimbursed amount of each applicable LC Disbursement and such Lender's Percentage thereof. Promptly following receipt of such notice (or notice that the Administrative Agent has funded an ABR Loan in accordance with the immediately preceding sentence), each Lender shall pay to the Administrative Agent its Percentage of the unreimbursed amount of each such LC Disbursement (it being understood that each Lender hereby agrees to pay such amount notwithstanding that any condition to the making of a Loan hereunder may not be satisfied), in the same manner as provided in Section 2.2 with respect to Loans made by such Lender (and Section 2.11(b) shall apply, mutatis mutandis, to the payment obligations of the Lenders to the Administrative Agent pursuant to this Section 3.5), and the Administrative Agent shall promptly pay to the applicable Issuing Lender the amounts so received by it from the Lenders. Any payment made by a Lender pursuant to this paragraph to reimburse an Issuing Lender for any LC Disbursement (other than the funding of ABR Loans as contemplated above) shall be treated as an ABR Loan that is immediately due and payable in the principal amount of such LC Disbursement. Promptly following receipt by the Administrative Agent of any payment from the Borrower pursuant to this paragraph, the Administrative Agent shall distribute such payment to the applicable Issuing Lender or, to the extent that Lenders have made payments pursuant to this Section to reimburse such Issuing Lender, then to such Lenders and such Issuing Lender as their interests may appear.

3.6. Obligations Absolute. The Borrower's obligation to reimburse LC Disbursements as provided in Section 3.5 shall be absolute, unconditional and irrevocable, and shall be performed strictly in accordance with the terms of this Agreement under any and all circumstances whatsoever and irrespective of (i) any lack of validity or enforceability of any Letter of Credit or this Agreement, or any term or provision therein, (ii) any draft or other document presented under a Letter of Credit proving to be forged, fraudulent or invalid in any respect or any statement therein being untrue or inaccurate in any respect, (iii) payment by any Issuing Lender under a Letter of Credit against presentation of a draft or other document that does not comply with the terms of such Letter of Credit, or (iv) any other event or circumstance whatsoever, whether or not similar to any of the foregoing, that might, but for the provisions of this Section, constitute a legal or equitable discharge of, or provide a right of setoff against, the Borrower's obligations hereunder. Neither the Administrative Agent, the Lenders nor any Issuing Lender, nor any of their directors, officers, employees, affiliates and agents, shall have any liability or responsibility by reason of or in connection with the issuance or transfer of any Letter of Credit or any payment or failure to make any payment thereunder (irrespective of any of the circumstances referred to in the preceding sentence), or any error, omission, interruption, loss or delay in transmission or delivery of any draft, notice or other communication under or relating to any Letter of Credit (including any document required to make a drawing thereunder),

any error in interpretation of technical terms or any consequence arising from causes beyond the control of any Issuing Lender; provided that the foregoing shall not be construed to excuse any Issuing Lender from liability to the Borrower to the extent of any direct damages (as opposed to special, indirect, consequential or punitive damages, claims in respect of which are hereby waived by the Borrower to the extent permitted by applicable law) suffered by the Borrower that are caused by such Issuing Lender's gross negligence or willful misconduct (as determined by a court of competent jurisdiction by final and nonappealable judgment) in (i) making payment under any Letter of Credit against presentation of a draft or other document that on its face does not comply with the terms of such Letter of Credit, (ii) failing to make payment under any Letter of Credit against presentation of any draft or other document that is in strict compliance with the terms of such Letter of Credit or (iii) retaining drafts or other documents presented under a Letter of Credit. In furtherance of the foregoing and without limiting the generality thereof, the parties agree that, with respect to documents presented which appear on their face to be in substantial compliance with the terms of a Letter of Credit, the applicable Issuing Lender may, in its sole discretion, either accept and make payment upon such documents without responsibility for further investigation, regardless of any notice or information to the contrary, or refuse to accept and make payment upon such documents if such documents are not in strict compliance with the terms of such Letter of Credit.

3.7. Disbursement Procedures. Each Issuing Lender shall, promptly following its receipt thereof, examine all documents purporting to represent a demand for payment under a Letter of Credit. Each Issuing Lender shall promptly notify the Administrative Agent and the Borrower by telephone (confirmed by facsimile) of such demand for payment and whether such Issuing Lender has made or will make an LC Disbursement thereunder; provided that any failure to give or delay in giving such notice shall not relieve the Borrower of its obligation to reimburse such Issuing Lender and the Lenders with respect to any such LC Disbursement.

3.8. Interim Interest. If any Issuing Lender shall make any LC Disbursement, then, unless the Borrower shall reimburse such LC Disbursement in full on the date such LC Disbursement is made, the unpaid amount thereof shall bear interest, for each day from and including the date such LC Disbursement is made to but excluding the date that the Borrower reimburses such LC Disbursement by payment or by an ABR Loan, at the rate per annum then applicable to ABR Loans; provided that, if the Borrower fails to reimburse such LC Disbursement within one Business Day of the date when due pursuant to Section 3.5, then Section 2.8(c) shall apply. Interest accrued pursuant to this paragraph shall be for the account of the applicable Issuing Lender, except that interest accrued on and after the date of payment by any Lender pursuant to Section 3.5 to reimburse an Issuing Lender shall be for the account of such Lender to the extent of such payment.

3.9. Replacement of the Issuing Lender. An Issuing Lender may be replaced at any time (i) by written agreement among the Borrower, the Administrative Agent, the replaced Issuing Lender and the successor Issuing Lender or (ii) at the Borrower's election by written notice to the Administrative Agent and the Issuing Lender to be replaced but only if the credit rating of the Lender to be replaced as Issuing Lender is not, at the time of such election, reasonably acceptable to the Borrower. The Administrative Agent shall notify the Lenders of any such replacement of an Issuing Lender. At the time any such replacement shall become effective, the Borrower shall pay all unpaid fees accrued for the account of the replaced Issuing

Lender pursuant to Section 2.3(c). From and after the effective date of any such replacement, (i) the successor Issuing Lender shall have all the rights and obligations of an Issuing Lender under this Agreement with respect to Letters of Credit to be issued thereafter and (ii) references herein to the term "Issuing Lender" shall be deemed to refer to such successor or to any previous Issuing Lender, or to such successor and all previous Issuing Lenders, as the context shall require. After the replacement of an Issuing Lender hereunder, the replaced Issuing Lender shall remain a party hereto and shall continue to have all the rights and obligations of an Issuing Lender under this Agreement with respect to Letters of Credit issued by it prior to such replacement, but shall not be required to issue additional Letters of Credit.

SECTION 4. REPRESENTATIONS AND WARRANTIES

To induce the Administrative Agent and the Lenders to enter into this Agreement and to make the Loans and issue or participate in the Letters of Credit, as the case may be, the Borrower hereby represents and warrants to the Administrative Agent and each Lender that:

4.1. Financial Condition. (i) The consolidated balance sheet of the Borrower and its consolidated Subsidiaries as at December 31, 2017 and the related consolidated statements of income and of cash flows for the fiscal year ended on such date, reported on by PricewaterhouseCoopers LLP, and (ii) the consolidated balance sheet of the Borrower and its consolidated Subsidiaries as at March 31, 2018 and the related consolidated statements of income and of cash flows for the three-month period ended on such date, copies of which have been included, respectively, in the Borrower's Annual Report on Form 10-K and Quarterly Report on Form 10-Q for the fiscal year and three-month period, respectively, ended as of such dates, as filed with the Securities and Exchange Commission, present fairly in all material respects the consolidated financial condition of the Borrower and its consolidated Subsidiaries as at such dates, and the consolidated results of their operations and their consolidated cash flows for the fiscal year and three-month period, respectively, then ended. Such financial statements, including the related schedules and notes thereto, have been prepared in accordance with GAAP applied consistently throughout the period involved (subject, in the case of unaudited interim financial statements, to normal year-end adjustments).

4.2. No Change. Since December 31, 2017, there has been no development or event which has had a Material Adverse Effect.

4.3. Corporate Existence. The Borrower (a) is a corporation duly organized, validly existing and in good standing under the laws of the State of California and has the corporate power and authority, and the legal right, 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 and (b) is in compliance with all Requirements of Law except to the extent that the failure to comply therewith would not, in the aggregate, reasonably be expected to have a Material Adverse Effect.

4.4. Corporate Power; No Legal Bar. The execution, delivery, and performance by the Borrower of this Agreement and any Note are within its corporate powers, have been duly authorized by all necessary corporate action, and do not violate any provision of law or any agreement, indenture, note, or other instrument binding

upon or affecting it or its charter or by-laws or give cause for acceleration of any of its Indebtedness, except to the extent

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that such violation or acceleration would not, in the aggregate, reasonably be expected to have a Material Adverse Effect.

4.5. Authorization; Enforceability. All authorizations, approvals, and other actions by, and notices to and filings with all Governmental Authorities required for the due execution, delivery and performance of this Agreement and any Note have been obtained or made and are in full force and effect, except to the extent that the failure to obtain or make, or to have in full force and effect, such authorizations, approvals, other actions, notices and filings would not, in the aggregate, reasonably be expected to have a Material Adverse Effect. Each of this Agreement and each Note executed in connection herewith is a legally valid and binding obligation of the Borrower enforceable in accordance with its terms except as enforcement may be limited by bankruptcy, insolvency, reorganization, moratorium or other laws or equitable principles relating to or limiting creditors' rights generally.

4.6. ERISA. (a) No (i) "prohibited transaction" (as defined in Section 406 of ERISA or Section 4975 of the Code), (ii) failure to satisfy the minimum funding standards (within the meaning of Section 412 of the Code or Section 302 of ERISA), (iii) "reportable event" (herein defined as any of the events set forth in Section 4043(c) of ERISA or the regulations thereunder), or (iv) termination of a Plan subject to Title IV of ERISA has occurred, and (b) no Lien in favor of the PBGC has arisen, for each of (a) and (b), in the last five years with respect to any Plan which would reasonably be expected to have a Material Adverse Effect.

4.7. No Material Litigation. There are no legal or arbitral proceedings or any proceedings by or before any governmental or regulatory authority or agency, now pending or, to the knowledge of the Borrower, threatened against the Borrower or any Significant Subsidiary of the Borrower which have not been disclosed in public filings with the Securities and Exchange Commission (a) that would reasonably be expected to have a Material Adverse Effect or (b) with respect to any of the Loan Documents.

4.8. Taxes. The Borrower and its Significant Subsidiaries that file consolidated income tax returns with the Borrower have filed all United States Federal income tax returns and all other tax returns which are required to be filed by them and have paid all taxes due pursuant to such returns or pursuant to any assessment received by the Borrower or any such Significant Subsidiary, except (a) any taxes that are being or promptly will be contested in good faith by appropriate actions or proceedings and for which the Borrower or such Significant Subsidiary, as applicable, has set aside on its books adequate reserves in accordance with GAAP or (b) any tax returns or taxes to the extent that the failure to file such tax returns or pay such taxes would not reasonably be expected to have a Material Adverse Effect.

4.9. Purpose of Loans. The proceeds of the Loans shall be used by the Borrower for general corporate and working capital purposes, including to refinance the Existing Credit Agreement. Letters of Credit shall be issued for general corporate purposes of the Borrower. The use of proceeds of the Loans and the issuance of and use of proceeds of Letters of Credit shall be in compliance with all applicable decisions of the California Public Utilities Commission. No part of the proceeds of any Loans, and

no other extensions of credit hereunder, will be used for “buying” or “carrying” any “margin stock” within the respective meanings of each of the quoted terms under Regulation U as now and from time to time hereafter in effect.

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4.10. No Default. Neither the Borrower nor any of its Significant Subsidiaries is in default under or with respect to any of its Contractual Obligations in any respect that would reasonably be expected to have a Material Adverse Effect and no Default or Event of Default has occurred and is continuing. The execution, delivery and performance of the Loan Documents do not contravene any provision of the Indenture, the Existing Edison Term Loan Credit Agreement, the Existing SCE Term Loan Credit Agreement or the Existing Edison Credit Agreement.

4.11. Environmental Matters. The Borrower and its Significant Subsidiaries do not have liabilities under Environmental Laws or relating to Materials of Environmental Concern that have not been disclosed in public filings with the Securities and Exchange Commission as of the Effective Date that would reasonably be expected to have a Material Adverse Effect.

4.12. Anti-Corruption Laws and Sanctions. None of the Borrower, any Subsidiary, any of their respective directors or officers, or, to the knowledge of the Borrower or such Subsidiary, any of their respective employees or agents that will act in any capacity in connection with or benefit from the credit facility established hereunder (a) is a Sanctioned Person, or (b) has taken any action, directly or, to the knowledge of the Borrower, indirectly, that would result in a violation by such Persons of any Anti-Corruption Laws, any Anti-Money Laundering Law, or Sanctions applicable to such Persons. The Borrower has implemented and maintains in effect policies and procedures designed to promote and achieve compliance by the Borrower and its Subsidiaries and their respective directors, officers, employees and agents (acting in their capacity as such) with the Anti-Corruption Laws. Each of the Borrower and its Subsidiaries, and to the knowledge of Borrower, each director, officer, employee and agent of Borrower and each such Subsidiary, is in compliance in all material respects with the Anti-Corruption Laws and the Sanctions applicable to such Persons. No proceeds of any Loan or Letter of Credit or other transaction contemplated by this Agreement will be used in a manner that would result in a violation of any applicable Anti-Corruption Laws or Sanctions applicable to any party hereto.

4.13. Affected Financial Institutions. None of the Borrower or any of its Subsidiaries is an Affected Financial Institution.

SECTION 5. CONDITIONS PRECEDENT

5.1. Effective Date. The Effective Date shall occur on the date on which the following conditions precedent are satisfied:

(a) **Execution of Agreement.** (i) This Agreement shall have been executed and delivered by a duly authorized officer of each of the Borrower and the Administrative Agent and (ii) the Administrative Agent shall have received an executed counterpart hereof (or a copy thereof by facsimile transmission) from each Lender listed on Schedule 1.1.

(b) **Closing Certificate.** The Administrative Agent shall have received a certificate of the Borrower, dated as of such Effective Date, substantially in the form of

Exhibit C, executed by any Responsible Officer and the Secretary or any Assistant Secretary of the Borrower, and attaching the documents referred to in Sections 5.1(c), (d) and (e).

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(c) Corporate Proceedings. The Administrative Agent shall have received a copy of the resolutions, in form and substance satisfactory to the Administrative Agent, of the Board of Directors of the Borrower (or a duly authorized committee thereof) authorizing (i) the execution, delivery and performance of this Agreement and the other Loan Documents and (ii) the borrowings contemplated hereunder.

(d) Corporate Documents. The Administrative Agent shall have received a copy of the articles of incorporation and by-laws of the Borrower.

(e) Regulatory Approvals. The Administrative Agent shall have received copies of any required orders of the California Public Utilities Commission approving the Borrower's execution, delivery and performance of this Agreement and the other Loan Documents and the borrowings hereunder.

(f) Legal Opinions. The Administrative Agent shall have received the following executed legal opinions, in each case in form and substance reasonably acceptable to the Administrative Agent, with a copy for each Lender:

(i) the executed legal opinion of Barbara E. Mathews, Vice President, Associate General Counsel, Chief Governance Officer and Corporate Secretary to the Borrower; and

(ii) the executed legal opinion of Munger, Tolles & Olson LLP, counsel to the Borrower.

(g) Approvals. All governmental and third party approvals necessary in connection with this Agreement and the other Loan Documents and the transactions contemplated hereby and thereby shall have been obtained and be in full force and effect.

(h) Fees and Expenses. All fees and expenses required to be paid by the Borrower on or prior to the Effective Date in connection with this Agreement shall have been paid.

(i) Existing Credit Agreement. All commitments outstanding under the Existing Credit Agreement shall be, concurrently with the Effective Date, replaced with the Commitments hereunder (and the Borrower shall have paid to the lenders under the Existing Credit Agreement, with respect to such replaced commitments and any loans outstanding in respect thereof, all accrued interest and fees thereon and other amounts outstanding in respect thereof, in each case as directed by the Administrative Agent).

5.2. [Reserved]. 5.3. Conditions to Each Extension of Credit. The agreement of each Lender to make any Loan requested to be made by it on any date (including, without limitation, its initial Loan) and of the Issuing Lender to issue, amend, renew or extend any Letter of Credit to be issued by it on any date is subject to the satisfaction of the following conditions precedent:

(a) **Representations and Warranties.** Each of the representations and warranties made by the Borrower in or pursuant to the Loan Documents shall be true and correct

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in all material respects on and as of such date as if made on and as of such date, except (i) any representations and warranties which are explicitly stated as having been made as of a specific date, which representations and warranties shall be true and correct in all material respects on and as of such date and (ii) the representations and warranties set forth in Sections 4.2, 4.7 and 4.11 shall not be required to be restated on any date (including, for the avoidance of doubt, any Borrowing Date) other than the Effective Date.

(b) **No Default.** No Default or Event of Default shall have occurred and be continuing on such date or after giving effect to the Loans requested to be made, or the Letters of Credit requested to be issued, amended, renewed or extended, on such date.

(B) Each borrowing or request for a Letter of Credit (or extension thereof) by the Borrower hereunder shall constitute a representation and warranty by the Borrower as of the date thereof that the conditions contained in this Section 5.3 have been satisfied.

SECTION 6. COVENANTS

The Borrower hereby agrees that, on and after the Effective Date, so long as the Commitments remain in effect, any Letter of Credit remains outstanding or any amount is owing to any Lender or the Administrative Agent hereunder or under any other Loan Document:

6.1. Financial Statements; Certificates. The Borrower shall furnish to the Administrative Agent, who shall forward to each Lender:

(a) as soon as practicable, but in any event within 90 days after the end of each fiscal year of the Borrower, a copy of the consolidated balance sheet of the Borrower and its consolidated Subsidiaries as at the end of such year and the related consolidated statements of income, retained earnings and cash flows for such year, setting forth in each case in comparative form the figures for the previous year, reported on without a qualification arising out of the scope of the audit, by PricewaterhouseCoopers LLP or other independent certified public accountants of nationally recognized standing;

(b) as soon as practicable, but in any event not later than 60 days after the end of each of the first three quarterly periods of each fiscal year of the Borrower (beginning with the fiscal quarter ended March 31, 2018), the unaudited consolidated balance sheet of the Borrower and its consolidated Subsidiaries as at the end of such quarter and the related unaudited consolidated statements of income and retained earnings and of cash flows of the Borrower and its consolidated Subsidiaries for such quarter and the portion of the fiscal year through the end of such quarter, setting forth in each case in comparative form the figures for the previous year certified by a Responsible Officer as being fairly stated in all material respects (subject to normal year-end audit adjustments);

(c) within fourteen days after the same are sent, copies of all financial statements and reports which the Borrower sends to its stockholders generally,

and within three days after the same are filed, notice by electronic mail of the filing of any financial statements and reports which the Borrower may make to, or file with, the Securities and Exchange Commission or any successor or analogous Governmental Authority;

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(d) promptly, (x) such additional financial and other information as the Administrative Agent or any Lender through the Administrative Agent may from time to time reasonably request and (y) information and documentation reasonably requested by the Administrative Agent or any Lender through the Administrative Agent for purposes of compliance with the Patriot Act.

(e) concurrently with the delivery of any quarterly or annual financial statements pursuant to this Section 6.1, a certificate of a Responsible Officer (i) stating that, to the best of each such Responsible Officer's knowledge, the Borrower during such period has observed or performed all of its covenants and other agreements in this Agreement and the other Loan Documents to be observed or performed by it, and that such Responsible Officer has obtained no knowledge of any Default or Event of Default except as specified in such certificate and (ii) containing all information and calculations necessary for determining compliance by the Borrower with the provisions of Section 6.6 of this Agreement as of the last day of the fiscal quarter or fiscal year of the Borrower, as the case may be.

All such financial statements in (a) and (b) shall be complete and correct in all material respects and shall be prepared in reasonable detail and in accordance with GAAP applied consistently throughout the periods reflected therein and with prior periods (except as approved by such accountants or officer, as the case may be, and disclosed therein).

Documents required to be delivered pursuant to paragraph (a), (b) or (c) of this Section 6.1 (to the extent any such documents are included in materials otherwise filed with the SEC) may be delivered electronically, and if so delivered, shall be deemed to have been delivered on the date (i) on which the Borrower posts such documents, or provides a link thereto on the Borrower's website on the Internet; or (ii) on which such documents are posted on the Borrower's behalf on an Internet or intranet website, if any, to which each Lender and the Administrative Agent have access (whether a commercial, third-party website or whether sponsored by the Administrative Agent); provided that: (i) the Borrower shall deliver paper copies of such documents to the Administrative Agent or any Lender that requests the Borrower to deliver such paper copies until a written request to cease delivering paper copies is given by the Administrative Agent or such Lender and (ii) the Borrower shall notify the Administrative Agent and each Lender (by facsimile transmission or electronic mail) of the posting of any such documents and provide to the Administrative Agent by electronic mail electronic versions (i.e., soft copies) of such documents. Except for such certificates, the Administrative Agent shall have no obligation to request the delivery or to maintain copies of the documents referred to above, and in any event shall have no responsibility to monitor compliance by the Borrower with any such request for delivery, and each Lender shall be solely responsible for requesting delivery to it or maintaining its copies of such documents.

The Borrower hereby acknowledges that (a) the Administrative Agent will make available to the Lenders materials and/or information provided by or on behalf of the

Borrower hereunder (collectively, “Borrower Materials”) by posting the Borrower Materials on IntraLinks or another similar electronic system (the “Platform”) and (b) certain of the Lenders (each, a “Public Lender”) may have personnel who do not wish to receive material non-public information with respect to the Borrower or its Affiliates, or the respective securities of any of the foregoing, and who may be engaged in investment and other market-related activities with respect to such

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Persons’ securities. The Borrower hereby agrees that (w) all Borrower Materials that are to be made available to Public Lenders shall be clearly and conspicuously marked “PUBLIC” which, at a minimum, shall mean that the word “PUBLIC” shall appear prominently on the first page thereof; (x) by marking Borrower Materials “PUBLIC”, the Borrower shall be deemed to have authorized the Administrative Agent and the Lenders to treat such Borrower Materials as not containing any material non-public information with respect to the Borrower or its securities for purposes of United States federal and state securities laws (provided, however, that to the extent such Borrower Materials constitute Confidential Information, they shall be treated as set forth in Section 9.14); (y) all Borrower Materials marked “PUBLIC” are permitted to be made available through a portion of the Platform designated “Public Side Information”; and (z) the Administrative Agent and the Arrangers shall be entitled to treat any Borrower Materials that are not marked “PUBLIC” as being suitable only for posting on a portion of the Platform that is not designated “Public Side Information”.

6.2. Compliance; Maintenance of Existence. The Borrower will, and will cause each of its Significant Subsidiaries to, (a) comply with all Requirements of Law and material Contractual Obligations except to the extent that failure to comply therewith would not materially and adversely affect the ability of the Borrower to perform its obligations hereunder; and (b)(i) preserve, renew and keep in full force and effect its organizational existence and (ii) take all reasonable action to maintain all rights, privileges and franchises necessary or desirable in the normal conduct of its business, except in the case of clauses (i) and (ii) above, as permitted by Section 6.5 and except, in the case of clause (ii) above, to the extent that failure to do so would not reasonably be expected to have a Material Adverse Effect.

6.3. Inspection of Property; Books and Records; Discussions. The Borrower will, and will cause each of its Significant Subsidiaries to, (a) keep proper books of records and account in which full, true and correct entries in conformity with GAAP and all Requirements of Law shall be made of all dealings and transactions in relation to its business and activities and (b) permit representatives of any Lender (not more frequently than once per year if no Default or Event of Default exists) upon reasonable notice to the Borrower to visit and inspect its properties and request and obtain copies of its financial records and to discuss the business, operations, properties and financial and other condition of the Borrower and its Significant Subsidiaries with officers of the Borrower and such Significant Subsidiaries and with their independent certified public accountants; provided, that any such visits or inspections shall be subject to such conditions as the Borrower and each of its Significant Subsidiaries, as the case may be, shall deem necessary based on reasonable considerations of safety and security; and provided, further, that neither the Borrower nor any Significant Subsidiary shall be required to disclose to any Lender or its agents or representatives any information that is subject to the attorney-client privilege or attorney work-product privilege properly asserted by the applicable Person to prevent the loss of such

privilege in connection with such information or which is prevented from disclosure pursuant to a confidentiality agreement with third parties.

6.4. Notices. The Borrower shall promptly give notice to the Administrative Agent, and the Administrative Agent shall in turn give notice to each Lender, of:

- (a) the occurrence of any Default or Event of Default;

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(b) any downgrade in the senior unsecured non credit-enhanced debt ratings of the Borrower issued by S&P or Moody's; and

(c) any litigation or proceeding or, to the knowledge of the Borrower, investigation that relates to any Loan Document.

Each notice pursuant to clause (a) shall be accompanied by a statement of a Responsible Officer setting forth details of the occurrence referred to therein and stating what action the Borrower proposes to take with respect thereto.

6.5. Limitation on Fundamental Changes. The Borrower will not enter into any merger, consolidation or amalgamation, or liquidate, wind up or dissolve itself (or suffer any liquidation or dissolution), or convey, sell, lease, assign, transfer or otherwise dispose of, all or substantially all of its property, business or assets, except that:

(a) the Borrower may be merged or consolidated with another Person so long as the Borrower is the continuing or surviving corporation and after giving effect to such merger or consolidation, no Default or Event of Default shall have occurred or be continuing; and

(b) the Borrower may be merged or consolidated with, or sell all or substantially all of its property, business and assets to, another Person organized under the laws of a state or territory of the United States so long as, if the Borrower is not the continuing or surviving corporation, (i) the senior unsecured non credit-enhanced debt rating of the survivor or purchaser shall be at least the higher of (x) BBB- by S&P and Baa3 by Moody's and (y) the ratings by such rating agencies of the Borrower's senior unsecured non credit-enhanced debt in effect before the earlier of the occurrence or the public announcement of such event, (ii) the survivor or purchaser shall assume the Borrower's obligations hereunder in accordance with documentation reasonably acceptable to the Administrative Agent and (iii) after giving effect to such merger, consolidation or sale, no Default or Event of Default shall have occurred or be continuing.

6.6. Consolidated Capitalization Ratio. The Borrower shall not permit the Consolidated Capitalization Ratio on the last day of any fiscal quarter to exceed 0.65 to 1.0.

6.7. Limitation on Liens. The Borrower shall not, nor shall it permit any of its Significant Subsidiaries to, create, incur, assume or suffer to exist any Lien upon any of its property, assets or revenues, whether now owned or hereafter acquired, except for Liens not prohibited by the Indenture.

6.8. Compliance with Anti-Corruption Laws and Sanctions. (a) The Borrower will maintain in effect and enforce policies and procedures designed to promote and achieve compliance by the Borrower, its Subsidiaries and their respective directors, officers, employees and agents (acting in their capacity as such) with Anti-Corruption Laws and Sanctions applicable to such Persons.

(b) The Borrower will not request any borrowing or Letter of Credit, and the Borrower shall not use, and shall ensure that its Subsidiaries and its or their respective directors, officers, employees and agents shall not use, the proceeds of any borrowing or Letter of Credit.

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directly or indirectly, (A) in furtherance of an offer, payment, promise to pay, or authorization of the payment or giving of money, or anything else of value, to any Person in violation of any Anti-Corruption Laws, (B) for the purpose of funding, financing, or facilitating any activities, business or transaction of or with any Sanctioned Person, or in any Sanctioned Country, or (C) in any manner that would result in the violation of any Sanctions applicable to any party hereto.

SECTION 7. EVENTS OF DEFAULT

If any of the following events shall occur and be continuing:

(a) The Borrower shall fail to pay any principal of any Loan or any reimbursement obligation in respect of any LC Disbursement when due in accordance with the terms hereof, or to pay any interest on any Loan, or any other amount payable hereunder, within 5 Business Days after any such amount becomes due in accordance with the terms hereof;

(b) Any representation or warranty made to the Administrative Agent or any Lender in connection with the execution and delivery of this Agreement or any other Loan Document or the making of Loans hereunder proves to have been incorrect in any material respect when made;

(c) The Borrower shall default in the performance of (i) any agreement contained in Section 6.5, 6.6, 6.7 or 6.8(b) of this Agreement or (ii) any other term, covenant, or provision contained in this Agreement or any other Loan Document (other than as provided in paragraphs (a) and (b) of this Section) and, in the case of any default under this clause (ii), such default shall continue unremedied for 30 days after the Administrative Agent shall have given notice thereof to the Borrower;

(d) The Borrower or any of its Significant Subsidiaries shall (i) apply for or consent to the appointment of, or the taking of possession by, a receiver, custodian, trustee, or liquidator of itself or of all or a substantial part of its property, (ii) admit in writing its inability, or be generally unable, to pay its debts as such debts become due, (iii) make a general assignment for the benefit of its creditors, (iv) commence a voluntary case under the federal bankruptcy laws (as now or hereafter in effect), (v) file a petition seeking to take advantage of any other law relating to bankruptcy, insolvency, reorganization, winding-up, or composition or readjustment of debts, (vi) fail to controvert in a timely and appropriate manner, or acquiesce in writing to, any petition filed against the Borrower or any of its Significant Subsidiaries in an involuntary case under such

federal laws, or (vii) take any corporate action for the purpose of affecting any of the foregoing;

(e) A case or other proceeding shall be commenced (including commencement of such case or proceeding by way of service of process on the Borrower or any of its Significant Subsidiaries), in any court of competent jurisdiction, seeking (i) the liquidation, reorganization, dissolution or winding-up, or the composition or readjustment of debts of the Borrower or any of its Significant Subsidiaries, (ii) the appointment of a trustee, receiver, custodian, liquidator, or the like of the Borrower or any of its Significant Subsidiaries or of all or any substantial part of the assets of the

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Borrower or such Significant Subsidiary, (iii) similar relief in respect of the Borrower or any of its Significant Subsidiaries under any law relating to bankruptcy, insolvency, reorganization, winding up, or composition or readjustment of debts, or a warrant of attachment, execution, or similar process shall be issued against a substantial part of the property of the Borrower or any of its Significant Subsidiaries and such case, proceeding, warrant, or process shall continue undismissed or unstayed and in effect for a period of 45 days, or an order, judgment, or decree approving or ordering any of the foregoing shall be entered in an involuntary case under such federal bankruptcy laws;

(f) (i) A trustee shall be appointed to administer any Plan under Section 4042 of ERISA, or the PBGC shall institute proceedings to terminate, or to have a trustee appointed to administer any Plan and such proceedings shall continue undismissed or unstayed and in effect for a period of 30 days, (ii) the Borrower or any Commonly Controlled Entity shall, or in the reasonable opinion of the Required Lenders is likely to, incur any liability in connection with a withdrawal from a "multiemployer plan" (as defined in Section 4001(a)(3) of ERISA), or (iii) any other event or condition shall occur or exist with respect to a Plan and any of (i), (ii) or (iii) shall result in any liability which has a Material Adverse Effect;

(g) The Borrower or any of its Significant Subsidiaries shall (i) default in any payment of principal or interest on any Indebtedness in an aggregate amount in excess of \$200,000,000 or in the payment of any guarantee thereof beyond the period of grace, if any, provided in the instrument or agreement under which such Indebtedness or guarantee was created; or (ii) default beyond any applicable grace period in the observance or performance of any other agreement or condition relating to any such Indebtedness or guarantee or contained in any instrument or agreement evidencing, securing or relating thereto, or any other event shall occur or condition exist, the effect of which default or other event or condition is to cause, or to permit the holder or holders of such Indebtedness to cause, with the giving of notice if required, such Indebtedness to become due prior to its stated maturity; provided, however, that if such default shall be cured by the Borrower or such Significant Subsidiary or waived by the holders of such Indebtedness and any acceleration of maturity having resulted from such default shall be rescinded or annulled, in each case in accordance with the terms of such agreement or instrument, without any modification of the terms of such Indebtedness requiring the Borrower or such Significant Subsidiary to furnish additional or other security therefor reducing the

average life to maturity thereof or increasing the principal amount thereof, or any agreement by the Borrower or such Significant Subsidiary to furnish additional or other security therefor or to issue in lieu thereof Indebtedness secured by additional or other collateral or with a shorter average life to maturity or in a greater principal amount, then any default hereunder by reason thereof shall be deemed likewise to have been thereupon cured or waived unless payment of the Loans hereunder has been accelerated prior to such cure or waiver; or

(h) There shall have been entered by a court of competent jurisdiction within the United States and shall not have been vacated, discharged or stayed within sixty (60) days from the entry thereof (or such longer period as may be provided by law) one or more final judgments or final decrees for payment of money against the Borrower or any

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of its Significant Subsidiaries involving in the aggregate a liability (to the extent not paid or covered by insurance) in excess of \$200,000,000;

then, and in any such event, (A) if such event is an Event of Default specified in paragraph (d) or (e) of this Section with respect to the Borrower, automatically the Commitments shall immediately terminate and the Loans hereunder (with accrued interest thereon) and all other amounts owing under this Agreement and the other Loan Documents (including all obligations in respect of LC Exposure, whether or not such obligations are contingent or unmatured and whether or not the beneficiaries of the then outstanding Letters of Credit shall have presented the documents required thereunder) shall immediately become due and payable, and (B) if such event is any other Event of Default, either or both of the following actions may be taken: (i) with the consent of the Required Lenders, the Administrative Agent may, or upon the request of the Required Lenders, the Administrative Agent shall, by notice to the Borrower declare the Commitments to be terminated forthwith, whereupon the Commitments shall immediately terminate; and (ii) with the consent of the Required Lenders, the Administrative Agent may, or upon the request of the Required Lenders, the Administrative Agent shall, by notice to the Borrower, declare the Loans hereunder (with accrued interest thereon) and all other amounts owing under this Agreement and the other Loan Documents (including all obligations in respect of LC Exposure, whether or not such obligations are contingent or unmatured and whether or not the beneficiaries of the then outstanding Letters of Credit shall have presented the documents required thereunder) to be due and payable forthwith, whereupon the same shall immediately become due and payable. With respect to all Letters of Credit with respect to which presentment for honor for the full amount thereof shall not have occurred at the time of an acceleration pursuant to this paragraph, the Borrower shall at such time deposit in a cash collateral account opened by the Administrative Agent an amount equal to the aggregate then undrawn and unexpired amount of such Letters of Credit. Amounts held in such cash collateral account shall be applied by the Administrative Agent to the payment of drafts drawn under such Letters of Credit, and the unused portion thereof after all such Letters of Credit shall have expired or been fully drawn upon, if any, shall be applied to repay other obligations of the Borrower hereunder and under the other Loan Documents. After all such Letters of Credit shall have expired or been fully drawn upon, all obligations in respect of the LC Exposure shall have been satisfied and all other obligations of the Borrower hereunder and under the other Loan Documents shall have been paid in full, the balance, if any, in such cash collateral account shall be returned to the Borrower (or such other Person as may be lawfully entitled thereto).

Except as expressly provided above in this Section, presentment, demand, protest and all other notices of any kind are hereby expressly waived.

SECTION 8. THE ADMINISTRATIVE AGENT

8.1. Appointment. Each Lender hereby designates and appoints the Administrative Agent as the agent of such Lender under this Agreement and the other Loan Documents, and each such Lender authorizes the Administrative Agent, in such capacity, to take such action on its behalf under the provisions of this Agreement and the other Loan Documents; and to exercise such powers and perform such duties as are expressly delegated to the Administrative Agent by the terms of this Agreement and the other Loan Documents, together with such other powers as are reasonably incidental thereto. Notwithstanding any provision to the contrary elsewhere in this Agreement, the Administrative Agent shall not have any duties or

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responsibilities, except those expressly set forth herein, or any fiduciary relationship with any Lender, and no implied covenants, functions, responsibilities, duties, obligations or liabilities shall be read into this Agreement or any other Loan Document or otherwise exist against the Administrative Agent.

8.2. Delegation of Duties. The Administrative Agent may execute any of its duties under this Agreement and the other Loan Documents by or through agents or attorneys-in-fact and shall be entitled to advice of counsel concerning all matters pertaining to such duties. The Administrative Agent shall not be responsible to the Lenders for the negligence or misconduct of any agents or attorneys in-fact selected by it with reasonable care.

8.3. Exculpatory Provisions. Neither the Administrative Agent nor any of its officers, directors, employees, agents, attorneys-in-fact or Affiliates shall be (i) liable to any Lender for any action lawfully taken or omitted to be taken by it or such Person under or in connection with this Agreement or any other Loan Document (except for its or such Person's own gross negligence or willful misconduct) or (ii) responsible in any manner to any of the Lenders for any recitals, statements, representations or warranties made by the Borrower or any officer thereof contained in this Agreement or any other Loan Document or in any certificate, report, statement or other document referred to or provided for in, or received by the Administrative Agent under or in connection with, this Agreement or any other Loan Document or for the value, validity, effectiveness, genuineness, enforceability or sufficiency of this Agreement or any other Loan Document or for any failure of the Borrower to perform its obligations hereunder or thereunder. The Administrative Agent shall not be under any obligation to any Lender to ascertain or to inquire as to the observance or performance of any of the agreements contained in, or conditions of, this Agreement or any other Loan Document, or to inspect the properties, books or records of the Borrower.

8.4. Reliance by Administrative Agent. The Administrative Agent shall be entitled to rely, and shall be fully protected in relying, upon any Note, writing, resolution, notice, consent, certificate, affidavit, letter, facsimile, telex or teletype message, statement, order or other document or conversation believed by it to be genuine and correct and to have been signed, sent or made by the proper Person or Persons and upon advice and statements of legal counsel (including, without limitation, counsel to the Borrower), independent accountants and other experts selected by the

Administrative Agent. The Administrative Agent may deem and treat the payee of any Note as the owner thereof for all purposes unless a written notice of assignment, negotiation or transfer thereof shall have been filed with the Administrative Agent. The Administrative Agent shall be fully justified in failing or refusing to take any action under this Agreement or any other Loan Document unless it shall first receive such advice or concurrence of the Required Lenders as it deems appropriate or it shall first be indemnified to its satisfaction by the Lenders against any and all liability and expense which may be incurred by it by reason of taking or continuing to take any such action. The Administrative Agent shall in all cases be fully protected in acting, or in refraining from acting, under this Agreement and the other Loan Documents in accordance with a request of the Required Lenders, and such request and any action taken or failure to act pursuant thereto shall be binding upon all the Lenders and all future holders of the Loans.

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8.5. Notice of Default. The Administrative Agent shall not be deemed to have knowledge or notice of the occurrence of any Default or Event of Default hereunder unless the Administrative Agent has received notice from a Lender or the Borrower referring to this Agreement, describing such Default or Event of Default and stating that such notice is a “notice of default”. In the event that the Administrative Agent receives such a notice, the Administrative Agent shall give notice thereof to the Lenders. The Administrative Agent shall take such action with respect to such Default or Event of Default as shall be reasonably directed by the Required Lenders; provided that unless and until the Administrative Agent shall have received such directions, the Administrative Agent may (but shall not be obligated to) take such action, or refrain from taking such action, with respect to such Default or Event of Default as it shall deem advisable in the best interests of the Lenders.

8.6. Non-Reliance on Administrative Agent and Other Lenders. (a) Each Lender expressly acknowledges that neither the Administrative Agent nor any of its officers, directors, employees, agents, attorneys-in-fact or Affiliates has made any representations or warranties to it and that no act by the Administrative Agent hereafter taken, including any review of the affairs of the Borrower, shall be deemed to constitute any representation or warranty by the Administrative Agent to any Lender. Each Lender represents to the Administrative Agent that it has, independently and without reliance upon the Administrative Agent or any other Lender, and based on such documents and information as it has deemed appropriate, made its own appraisal of and investigation into the business, operations, property, financial and other condition and creditworthiness of the Borrower and made its own decision to make its Loans hereunder and enter into this Agreement. Each Lender also represents that it will, independently and without reliance upon the Administrative Agent or any other Lender, and based on such documents and information as it shall deem appropriate at the time, continue to make its own credit analysis, appraisals and decisions in taking or not taking action under this Agreement and the other Loan Documents, and to make such investigation as it deems necessary to inform itself as to the business, operations, property, financial and other condition and creditworthiness of the Borrower. Except for notices, reports and other documents expressly required to be furnished to the Lenders by the Administrative Agent hereunder, the Administrative Agent shall not have any duty or responsibility to provide any Lender with any credit or other information concerning the business, operations, property, condition (financial or otherwise), prospects or

creditworthiness of the Borrower which may come into the possession of the Administrative Agent or any of its officers, directors, employees, agents, attorneys-in-fact or Affiliates.

(b) (i) Each Lender hereby agrees that (x) if the Administrative Agent notifies such Lender that the Administrative Agent has determined in its sole discretion that any funds received by such Lender from the Administrative Agent or any of its Affiliates (whether as a payment, prepayment or repayment of principal, interest, fees or otherwise; individually and collectively, a "Payment") were erroneously transmitted to such Lender (whether or not known to such Lender), and demands the return of such Payment (or a portion thereof), such Lender shall promptly, but in no event later than one Business Day thereafter, return to the Administrative Agent the amount of any such Payment (or portion thereof) as to which such a demand was made in same day funds, together with interest thereon in respect of each day from and including the date such Payment (or portion thereof) was received by such Lender to the date such amount is repaid to the Administrative Agent at the greater of the NYFRB Rate and a rate determined by the Administrative Agent in accordance with banking industry rules on interbank

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compensation from time to time in effect, and (y) to the extent permitted by applicable law, such Lender shall not assert any right or claim to an erroneous Payment, and hereby waives any claim, counterclaim, defense or right of set-off or recoupment with respect to any demand, claim or counterclaim by the Administrative Agent for the return of any Payments received, including without limitation any defense based on "discharge for value" or any similar doctrine. A notice of the Administrative Agent to any Lender under this Section 8.6(b) shall be conclusive, absent manifest error.

(ii) Each Lender hereby further agrees that if it receives a Payment from the Administrative Agent or any of its Affiliates (x) that is in a different amount than, or on a different date from, that specified in a notice of payment sent by the Administrative Agent (or any of its Affiliates) with respect to such Payment (a "Payment Notice") or (y) that was not preceded or accompanied by a Payment Notice, it shall be on notice, in each such case, that an error has been made with respect to such Payment. Each Lender agrees that, in each such case, or if it otherwise becomes aware a Payment (or portion thereof) may have been sent in error, such Lender shall promptly notify the Administrative Agent of such occurrence and, upon demand from the Administrative Agent, it shall promptly, but in no event later than one Business Day thereafter, return to the Administrative Agent the amount of any such Payment (or portion thereof) as to which such a demand was made in same day funds, together with interest thereon in respect of each day from and including the date such Payment (or portion thereof) was received by such Lender to the date such amount is repaid to the Administrative Agent at the greater of the NYFRB Rate and a rate determined by the Administrative Agent in accordance with banking industry rules on interbank compensation from time to time in effect.

(iii) The Borrower and each Lender hereby agrees that (x) in the event an erroneous Payment (or portion thereof) are not recovered from any Lender that has received such Payment (or portion thereof) for any reason after demand by the Administrative Agent to such Lender therefor, the Administrative Agent shall be subrogated to all the rights of such Lender under the Loan Documents with respect to the amount of such Payment (or portion thereof) and (y) a Payment that was erroneously transmitted to any Lender shall not pay, prepay, repay, discharge or

otherwise satisfy any obligations owed by the Borrower under any of the Loan Documents, except, in each case, to the extent such Payment is, and solely with respect to the amount of such Payment that is, comprised of funds received by the Administrative Agent from the Borrower for the purpose of making a payment, prepayment or repayment of principal, interest, fees or otherwise to satisfy certain obligations.

(iv) Each party's obligations under this Section 8.6(b) shall survive the resignation or replacement of the Administrative Agent or any transfer of rights or obligations by, or the replacement of, a Lender, the termination of the Commitments or the repayment, satisfaction or discharge of all obligations under any Loan Document.

8.7. Indemnification. The Lenders agree to indemnify each Agent in its capacity as the Administrative Agent or a Co-Syndication Agent or Documentation Agent, as the case may be (to the extent not reimbursed by the Borrower and without limiting the obligation of the Borrower to do so), ratably according to their respective Percentages in effect on the date on which indemnification is sought under this Section (or, if indemnification is sought after the date upon which the Commitments shall have terminated, the Letters of Credit shall have terminated or expired and the Loans shall have been paid in full, ratably in accordance with such Percentages immediately prior to such date), from and against any and all liabilities, obligations,

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losses, damages, penalties, actions, judgments, suits, costs, expenses or disbursements of any kind whatsoever that may at any time (whether before or after the payment of the Loans or the termination or expiration of the Letters of Credit) be imposed on, incurred by or asserted against such Agent in any way relating to or arising out of, the Commitments, this Agreement, any of the other Loan Documents or any documents contemplated by or referred to herein or therein or the transactions contemplated hereby or thereby or any action taken or omitted by such Agent under or in connection with any of the foregoing; provided that no Lender shall be liable for the payment of any portion of such liabilities, obligations, losses, damages, penalties, actions, judgments, suits, costs, expenses or disbursements that are found by a final and nonappealable decision of a court of competent jurisdiction to have resulted from such Agent's gross negligence or willful misconduct. The agreements in this Section shall survive the payment of the Loans and all other amounts payable hereunder.

8.8. Administrative Agent in Its Individual Capacity. The Administrative Agent and its Affiliates may make loans to, accept deposits from and generally engage in any kind of business with the Borrower as though the Administrative Agent were not the Administrative Agent hereunder and under the other Loan Documents. With respect to the Loans made by it, the Administrative Agent shall have the same rights and powers under this Agreement and the other Loan Documents as any Lender and may exercise the same as though it were not the Administrative Agent, and the terms "Lender" and "Lenders" shall include the Administrative Agent in its individual capacity.

8.9. Successor Administrative Agent. The Administrative Agent may resign as Administrative Agent at any time upon 30 days' notice by notifying the Lenders and the Borrower. Additionally, if the Lender then acting as the Administrative Agent is (x) a Defaulting Lender and (y) the subject of a Bankruptcy Event, then the Administrative Agent may be removed by the Borrower. If the Administrative Agent shall

resign as Administrative Agent under this Agreement and the other Loan Documents or is removed pursuant to the immediately preceding sentence, then the Required Lenders shall appoint from among the Lenders a successor agent for the Lenders, subject to approval by the Borrower, whereupon such successor agent shall succeed to the rights, powers and duties of the Administrative Agent, and the term "Administrative Agent" shall mean such successor agent effective upon such appointment and approval, and the former Administrative Agent's rights, powers and duties as Administrative Agent shall be terminated, without any other or further act or deed on the part of such former Administrative Agent or any of the parties to this Agreement or any holders of the Loans. In the event that no such successor Administrative Agent is so appointed by the Required Lenders within 30 days of the Administrative Agent's notice of resignation, the retiring Administrative Agent may, on behalf of the Lenders, appoint a successor Administrative Agent (subject to the approval of the Borrower) as provided above. After any removed Administrative Agent's removal or retiring Administrative Agent's resignation as Administrative Agent, the provisions of this Section 8 and Section 9.5 shall inure to its benefit as to any actions taken or omitted to be taken by it while it was Administrative Agent under this Agreement and the other Loan Documents.

8.10. The Co-Syndication and Documentation Agents. Neither the Co-Syndication Agents nor the Documentation Agents (nor any of them individually) in their respective capacities as such shall have any rights, duties or responsibilities hereunder, or any

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fiduciary relationship with any Lender, and no implied covenants, functions, responsibilities, duties, obligations or liabilities shall be read into this Agreement or otherwise exist against the Co-Syndication Agents or the Documentation Agents (or any of them individually) in their capacities as Agents.

8.11. Certain ERISA Matters. (a) Each Lender (x) represents and warrants, as of the date such Person became a Lender party hereto, to, and (y) covenants, from the date such Person became a Lender party hereto to the date such Person ceases being a Lender party hereto, solely for the benefit of the Administrative Agent, each Agent and their respective Affiliates, and not, for the avoidance of doubt, to or for the benefit of the Borrower or any of its Subsidiaries, that at least one of the following is and will be true:

(i) such Lender is not using "plan assets" (within the meaning of the Plan Asset Regulations) of one or more Benefit Plans with respect to such Lender's entrance into, participation in, administration of and performance of the Loans, the Letters of Credit or the Commitments or this Agreement,

(ii) the transaction exemption set forth in one or more PTEs, such as PTE 84-14 (a class exemption for certain transactions determined by independent qualified professional asset managers), PTE 95-60 (a class exemption for certain transactions involving insurance company general accounts), PTE 90-1 (a class exemption for certain transactions involving insurance company pooled separate accounts), PTE 91-38 (a class exemption for certain transactions involving bank collective investment funds) or PTE 96-23 (a class exemption for certain transactions determined by in-house asset managers), is applicable with respect to such Lender's entrance into,

participation in, administration of and performance of the Loans, the Letters of Credit, the Commitments and this Agreement,

(iii) (A) such Lender is an investment fund managed by a "Qualified Professional Asset Manager" (within the meaning of Part VI of PTE 84-14), (B) such Qualified Professional Asset Manager made the investment decision on behalf of such Lender to enter into, participate in, administer and perform the Loans, the Letters of Credit, the Commitments and this Agreement, (C) the entrance into, participation in, administration of and performance of the Loans, the Letters of Credit, the Commitments and this Agreement satisfies the requirements of sub-sections (b) through (g) of Part I of PTE 84-14 and (D) to the best knowledge of such Lender, the requirements of subsection (a) of Part I of PTE 84-14 are satisfied with respect to such Lender's entrance into, participation in, administration of and performance of the Loans, the Letters of Credit, the Commitments and this Agreement, or

(iv) such other representation, warranty and covenant as may be agreed in writing between the Administrative Agent, in its sole discretion, and such Lender.

(b) In addition, unless sub-clause (i) in the immediately preceding clause (a) is true with respect to a Lender or such Lender has provided another representation, warranty and covenant in accordance with sub-clause (iv) in the immediately preceding clause (a), such Lender further (x) represents and warrants, as of the date such Person became a Lender party hereto, to, and (y) covenants, from the date such Person became a Lender party hereto to the date

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such Person ceases being a Lender party hereto, for the benefit of the Administrative Agent, each Agent and their respective Affiliates, and not, for the avoidance of doubt, to or for the benefit of the Borrower or any of its Subsidiaries, that none of the Administrative Agent, or any Agent or any of their respective Affiliates is a fiduciary with respect to the assets of such Lender involved in such Lender's entrance into, participation in, administration of and performance of the Loans, the Commitments or this Agreement (including in connection with the reservation or exercise of any rights by the Administrative Agent under this Agreement, any Loan Document or any documents related to hereto or thereto).

(c) The Administrative Agent, and each Agent hereby informs the Lenders that each such Person is not undertaking to provide investment advice or to give advice in a fiduciary capacity, in connection with the transactions contemplated hereby, and that such Person has a financial interest in the transactions contemplated hereby in that such Person or an Affiliate thereof (i) may receive interest or other payments with respect to the Loans, the Letters of Credit, the Commitments, this Agreement and any other Loan Documents (ii) may recognize a gain if it extended the Loans, the Letters of Credit or the Commitments for an amount less than the amount being paid for an interest in the Loans, the Letters of Credit or the Commitments by such Lender or (iii) may receive fees or other payments in connection with the transactions contemplated hereby, the Loan Documents or otherwise, including structuring fees, commitment fees, arrangement fees, facility fees, upfront fees, underwriting fees, ticking fees, agency fees, administrative agent or collateral agent fees, utilization fees, minimum usage fees, letter of credit fees, fronting fees, deal-away

or alternate transaction fees, amendment fees, processing fees, term out premiums, banker's acceptance fees, breakage or other early termination fees or fees similar to the foregoing.

SECTION 9. MISCELLANEOUS

9.1. Amendments and Waivers. Subject to Section 2.10, the Required Lenders may, or, with the written consent of the Required Lenders, the Administrative Agent may, from time to time, enter into with the Borrower written amendments, supplements, modifications or waivers hereto and to the other Loan Documents; provided, however, that no such waiver and no such amendment, supplement or modification shall (i) (A) reduce the amount or extend the scheduled date of maturity of any Loan or reimbursement obligation in respect of any LC Disbursement, (B) alter the pro rata payment sharing requirements of the first sentence of Section 2.11(a) (other than in connection with an amend and extend transaction offered ratably to all similarly situated Lenders), (C) reduce the stated rate of any interest or fee payable hereunder or extend the scheduled date of any payment thereof or (D) increase the amount or extend the termination date of any Lender's Commitment, in each case without the consent of each Lender affected thereby, or (ii) amend, modify or waive any provision of this Section or reduce the percentage specified in the definition of Required Lenders, in each case without the written consent of all the Lenders or (iii) (A) amend, modify or waive any provision of Section 8 without the written consent of the then Administrative Agent or (B) amend, modify or waive any

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provision directly affecting the rights or duties of any Issuing Lender without the written consent of such Issuing Lender.

Furthermore, notwithstanding the foregoing, the Administrative Agent, with the consent of the Borrower, may amend, modify or supplement any Loan Document without the consent of any Lender or the Required Lenders in order to correct, amend or cure any ambiguity, inconsistency or defect or correct any typographical error or other manifest error in any document. Notwithstanding anything to the contrary herein, no Defaulting Lender shall have any right to approve or disapprove any amendment, modification, waiver or consent hereunder except for matters described in clause (i) of the first paragraph of this Section 9.1 (but only to the extent such Defaulting Lender would be adversely disproportionately affected by such amendment, modification, waiver or consent) requiring the consent of such affected Lender.

In addition, the Administrative Agent and the Borrower may, without the consent of any Lender, enter into amendments or modifications to this Agreement or any of the other Loan Documents or enter into additional agreements as the Administrative Agent deems appropriate in order to implement any Benchmark Replacement or any Benchmark Replacement Conforming Change or otherwise effectuate the terms of Section 2.10 in accordance with the terms thereof.

9.2. Notices. All notices, requests and demands to or upon the respective parties hereto to be effective shall be in writing (including by facsimile transmission), and, unless otherwise expressly provided herein, shall be deemed to

have been duly given or made when delivered, addressed as follows in the case of the Borrower and the Administrative Agent, and as set forth in Schedule 1.1 in the case of the other parties hereto, or to such other address as may be hereafter notified by the respective parties hereto:

The Borrower: Southern California Edison Company
2244 Walnut Grove Avenue
Rosemead, California 91770
Attention: Manager of Cash Management
Fax: (626) 302-1472

The Administrative Agent: Loan and Agency Services Group
500 Stanton Christiana Road NCC5
Newark, DE 19713
Attention: Marsea Medori
Phone: (302) 634-1928

Wholesale Credit Risk
8181 Communications Pkwy, Building B, 6th
Floor
Plano, TX 75024
Attention: Anthony Griffin
Phone: (972) 324-4280

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(C) provided that any notice, request or demand to or upon the Administrative Agent or the Lenders pursuant to Section 2.1, 2.2, 2.5, 2.6, 2.10, or 2.13 or Section 3 shall not be effective until received.

9.3. No Waiver: Cumulative Remedies. No failure to exercise and no delay in exercising, on the part of the Administrative Agent or any Lender, any right, remedy, power or privilege hereunder or under the other Loan Documents shall operate as a waiver thereof; nor shall any single or partial exercise of any right, remedy, power or privilege hereunder preclude any other or further exercise thereof or the exercise of any other right, remedy, power or privilege. The rights, remedies, powers and privileges herein provided are cumulative and not exclusive of any rights, remedies, powers and privileges provided by law.

9.4. Survival. (a) The agreements contained in Sections 2.13, 2.14, 2.15, 8.7, 9.5, 9.11, 9.12 and 9.13 shall survive the termination of this Agreement, the expiration or termination of the Letters of Credit and the payment of the Loans and all other amounts payable hereunder.

(b) All representations and warranties made hereunder, in the other Loan Documents and in any document, certificate or statement delivered pursuant hereto or in connection herewith or therewith shall survive the execution and delivery of this Agreement and the making of the Loans hereunder.

9.5. Payment of Expenses. The Borrower agrees (a) to pay or reimburse the Administrative Agent for all its reasonable out-of-pocket costs and

expenses incurred in connection with the development, preparation, execution and administration of, and any amendment, supplement or modification to, this Agreement and the other Loan Documents including, without limitation, the reasonable fees and expenses of one joint counsel to the Agents in connection with this Agreement and the other Loan Documents, (b) to pay or reimburse each Lender and the Administrative Agent for all its out-of-pocket costs and expenses incurred in connection with the enforcement or preservation of any rights under this Agreement or the other Loan Documents including, without limitation, the fees and disbursements of one joint counsel (and, if required, one regulatory counsel) to the Lenders and the Administrative Agent (each such counsel to be reasonably acceptable to the Administrative Agent and the Issuing Lenders), provided that, notwithstanding the foregoing, the Borrower agrees to pay or reimburse the fees and disbursements of separate counsel to any Lender or the Administrative Agent to the extent of any conflict of interest among the Lenders or between the Lenders and the Administrative Agent, (c) to pay, indemnify, or reimburse each Lender and the Administrative Agent for, and hold each Lender and the Administrative Agent harmless from, any and all recording and filing fees, which may be payable or determined to be payable in connection with the execution and delivery of, or consummation or administration of any of the transactions contemplated by, or any amendment, supplement or modification of, or any waiver or consent under or in respect of, this Agreement, the other Loan Documents and any such other documents and (d) to pay, indemnify, and hold each Agent, each Arranger, each Lender, Issuing Lender, and each of their respective Affiliates, and their respective directors, officers, employees, advisors, affiliates and agents (each, an "indemnified person") harmless from and against any and all other liabilities, obligations, losses, damages, penalties, actions, judgments, suits, costs, expenses or disbursements of any kind or nature whatsoever with respect to the execution, delivery, enforcement, performance and administration of this Agreement and the other Loan Documents and the use of proceeds of the

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Loans or Letters of Credit (all the foregoing in this clause (d), collectively, the "indemnified liabilities"), provided, that the Borrower shall have no obligation hereunder to any indemnified person with respect to indemnified liabilities that are found by a final and non-appealable decision of a court of competent jurisdiction to have resulted from the gross negligence or willful misconduct of such indemnified person, from the breach by such indemnified person of its Contractual Obligations to the Borrower or from negotiated settlements of pending or threatened legal actions entered into by such indemnified person without the Borrower's consent. No indemnified person referred to above shall be liable for any damages arising from the unauthorized use by recipients of any information or other materials distributed to such recipients by such indemnified person through electronic telecommunications or other information transmission systems in connection with this Agreement or the other Loan Documents or the transactions contemplated hereby or thereby other than for direct or actual damages resulting from the gross negligence or willful misconduct of such indemnified person as determined by a court of competent jurisdiction in a final and non-appealable decision. Notwithstanding the foregoing, this Section 9.5 shall not apply with respect to taxes other than any taxes that represent losses or damages arising from any non-tax claim.

9.6. Transfer Provisions. (a) **Successors and Assigns.** This Agreement shall be binding upon and inure to the benefit of the Borrower, the Lenders, the Administrative Agent and their respective successors and assigns, except that the

Borrower may not assign or transfer any of its rights or obligations under this Agreement without the prior written consent of each Lender.

(b) **Participations.** Any Lender may, in the ordinary course of its commercial lending business and in accordance with applicable law, at any time sell to one or more banks or other entities ("Participants"), other than to the Borrower and its Affiliates, participating interests in any Loan owing to such Lender, any Commitment of such Lender or any other interest of such Lender hereunder and under the other Loan Documents. In the event of any such sale by a Lender of a participating interest to a Participant, such Lender's obligations under this Agreement to the other parties to this Agreement shall remain unchanged, such Lender shall remain solely responsible for the performance thereof, such Lender shall remain the holder of any such Loan and interests for all purposes under this Agreement and the other Loan Documents, and the Borrower and the Administrative Agent shall continue to deal solely and directly with such Lender in connection with such Lender's rights and obligations under this Agreement and the other Loan Documents. The Borrower agrees that each Participant shall be entitled to the benefits of Sections 2.13, 2.14 and 2.15 with respect to its participation in the Commitments and the Loans outstanding from time to time as if such Participant were a Lender; provided that, in the case of Section 2.14, such Participant shall have complied with the requirements of said Section as if it were a Lender (it being understood that the documentation required under Section 2.14(e) shall, subject to applicable law, be delivered to the transferring Lender); and provided, further, that no Participant shall be entitled to receive any greater amount pursuant to any such Section than the transferor Lender would have been entitled to receive in respect of the amount of the participation transferred by such transferor Lender to such Participant had no such transfer occurred. Each Lender that sells a participation, acting solely for this purpose as a non-fiduciary agent of the Borrower, shall maintain a register on which it enters the name and address of each Participant and the principal amounts (and stated interest) of each Participant's interest in the Loans or other obligations under this Agreement (the

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"Participant Register"); provided that no Lender shall have any obligation to disclose all or any portion of the Participant Register to any Person (including the identity of any Participant or any information relating to a Participant's interest in any Commitments, Loans, Letters of Credit or its other obligations under this Agreement) except to the extent that such disclosure is necessary to establish that such Commitment, Loan, Letter of Credit or other obligation is in registered form under Section 5f.103-1(c) of the United States Treasury Regulations. The entries in the Participant Register shall be conclusive, and such Lender and the Administrative Agent shall treat each person whose name is recorded in the Participant Register pursuant to the terms hereof as the owner of such participation for all purposes of this Agreement, notwithstanding notice to the contrary.

(c) **Assignments.** Any Lender may, in the ordinary course of its commercial lending business and in accordance with applicable law, at any time and from time to time, with the consent of the Issuing Lenders (which consent shall not be unreasonably withheld or delayed) assign to any Lender or any Affiliate thereof or, with the consent of the Borrower, the Administrative Agent and the Issuing Lenders (which consent of the Borrower, the Administrative Agent and the Issuing Lenders shall not be unreasonably withheld or delayed and which consent shall not be required from the Borrower during the continuation of an Event of Default and shall be deemed given if

the Borrower has not objected thereto within fifteen Business Days of notice thereof), to an additional bank or financial institution (an "Assignee") all or any part of its rights and obligations under this Agreement and the other Loan Documents pursuant to an Assignment and Assumption, substantially in the form of Exhibit E (an "Assignment and Assumption"), executed by such Assignee, such assigning Lender, and (to the extent required by this paragraph) the Administrative Agent and the Issuing Lender (and, in the case of an Assignee that is not then a Lender or an Affiliate thereof, by the Borrower) and delivered to the Administrative Agent for its acceptance and recording in the Register, provided that, in the case of any such assignment to an additional bank or financial institution, (i) the sum (without duplication) of the aggregate principal amount of the Commitments and Exposure being assigned shall not be less than \$10,000,000 (or, if such Assignee is an Affiliate of a Lender, \$5,000,000), or such lesser amount as may be agreed to by the Borrower and the Administrative Agent and (ii) (x) the sum (without duplication) of the aggregate principal amount of the Commitments and Exposure retained by the assigning Lender, if any, shall not be less than \$10,000,000 (or such lesser amount as may be agreed to by the Borrower and the Administrative Agent) or (y) after giving effect to such assignment, the assigning Lender shall hold no Loans or Commitments. For the avoidance of doubt, no Lender may at any time assign or transfer all or any part of its rights and obligations under this Agreement and the other Loan Documents to any natural person or to the Borrower or any Affiliate of the Borrower.

Upon such execution, delivery, acceptance and recording, from and after the effective date determined pursuant to such Assignment and Assumption, (x) the Assignee thereunder shall be a party hereto and, to the extent provided in such Assignment and Assumption, have the rights and obligations of a Lender hereunder with a Commitment as set forth therein, and (y) the assigning Lender thereunder shall, to the extent provided in such Assignment and Assumption, be released from its obligations under this Agreement (and, in the case of an Assignment and Assumption covering all or the remaining portion of an assigning Lender's rights and obligations under this Agreement, such assigning Lender shall cease to be a party hereto), but shall retain its rights pursuant to Sections 2.13, 2.14 and 2.15 in respect of the period prior to such effective date. Any

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assignment or transfer by a Lender of rights or obligations under this Agreement that does not comply with this Section 9.6(c) shall be treated for purposes of this Agreement as a sale by such Lender of a participation in such rights and obligations in accordance with paragraph (b) of this Section.

(d) The Register. The Administrative Agent, on behalf of the Borrower, shall maintain at the address of the Administrative Agent referred to in Section 9.2 a copy of each Assignment and Assumption delivered to it and a register (the "Register") for the recordation of the names and addresses of the Lenders and the Commitment of, and principal amounts of the Loans and LC Exposure owing to, each Lender from time to time. The entries in the Register shall be conclusive, in the absence of manifest error, and the Borrower, the Administrative Agent and the Lenders shall treat each Person whose name is recorded in the Register as the owner of a Loan or other obligation hereunder for all purposes of this Agreement and the other Loan Documents, notwithstanding any notice to the contrary. Any assignment of any Loan or other obligation hereunder not evidenced by a Note shall be effective only upon appropriate entries with respect thereto being made in the Register. The Register shall be available

for inspection by the Borrower or any Lender at any reasonable time and from time to time upon reasonable prior notice.

(e) **Recordation.** Upon its receipt of an Assignment and Assumption executed by an assigning Lender and an Assignee, the Administrative Agent and the Issuing Lender (and, in the case of an Assignee that is not then a Lender or an Affiliate thereof, by the Borrower) together with payment to the Administrative Agent of a registration and processing fee of \$3,500, the Administrative Agent shall (i) promptly accept such Assignment and Assumption and (ii) on the effective date determined pursuant thereto record the information contained therein in the Register and give notice of such acceptance and recordation to the Lenders and the Borrower.

(f) **Disclosure.** Subject to Section 9.14, the Borrower authorizes each Lender to disclose to any Participant or Assignee (each, a "Transferee") and any prospective Transferee, any and all financial information in such Lender's possession concerning the Borrower and its Affiliates which has been delivered to such Lender by or on behalf of the Borrower pursuant to this Agreement or which has been delivered to such Lender by or on behalf of the Borrower in connection with such Lender's credit evaluation of the Borrower and its Affiliates prior to becoming a party to this Agreement.

(g) **Pledges.** For avoidance of doubt, the parties to this Agreement acknowledge that the provisions of this Section concerning assignments of Loans and Notes relate only to absolute assignments and that such provisions do not prohibit assignments creating security interests, including, without limitation, any pledge or assignment by a Lender of any Loan or Note to any Federal Reserve Bank or any other central bank having jurisdiction over such Lender in accordance with applicable law.

9.7. Adjustments; Set-Off. (a) Except to the extent that this Agreement expressly provides for payments to be allocated to a particular Lender or Lenders, if any Lender (a "benefited Lender") shall at any time receive any payment of all or part of its Loans, or interest thereon, or LC Exposure, or receive any collateral in respect thereof (whether voluntarily or involuntarily, by set-off, pursuant to events or proceedings of the nature referred to in Section

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7(d) or (e), or otherwise), in a greater proportion than any such payment to or collateral received by any other Lender, if any, in respect of such other Lender's Loans, or interest thereon, or LC Exposure, such benefited Lender shall purchase for cash from the other Lenders a participating interest in such portion of each such other Lender's Loans and LC Exposure, or shall provide such other Lenders with the benefits of any such collateral, or the proceeds thereof, as shall be necessary to cause such benefited Lender to share the excess payment or benefits of such collateral or proceeds ratably with each of the Lenders; provided, however, that if all or any portion of such excess payment or benefits is thereafter recovered from such benefited Lender, such purchase shall be rescinded, and the purchase price and benefits returned, to the extent of such recovery, but without interest. Notwithstanding the foregoing, no Lender shall exercise any right of set-off against the Borrower in connection with this Agreement without the consent of the Required Lenders.

(b) In addition to any rights and remedies of the Lenders provided by law, upon (i) the occurrence and during the continuance of any Event of Default and (ii) the declaration by Lenders having more than 66 2/3 % in aggregate amount of the

Commitments (or, if the Commitments have been terminated, by Lenders having more than 66 2/3 % of the Total Exposures) pursuant to Section 7 of the Loans hereunder (with accrued interest thereon) and all other amounts owing under this Agreement and the other Loan Documents to be due and payable, each Lender shall have the right, without prior notice to the Borrower, any such notice being expressly waived by the Borrower to the extent permitted by applicable law, upon any amount becoming due and payable by the Borrower hereunder (whether at the stated maturity, by acceleration or otherwise), to set off and appropriate and apply against such amount any and all deposits (general or special, time or demand, provisional or final), in any currency, and any other credits, indebtedness or claims, in any currency, in each case whether direct or indirect, absolute or contingent, matured or unmatured, at any time held or owing by such Lender or any branch or agency thereof to or for the credit or the account of the Borrower; provided that if any Defaulting Lender shall exercise any such right of setoff, (i) all amounts so set off shall be paid over immediately to the Administrative Agent for further application in accordance with the provisions of this Agreement and, pending such payment, shall be segregated by such Defaulting Lender from its other funds and deemed held in trust for the benefit of the Administrative Agent, the Issuing Lenders and the Lenders and (ii) the Defaulting Lender shall provide promptly to the Administrative Agent a statement describing in reasonable detail the obligations owing to such Defaulting Lender as to which it exercised such right of set-off. Each Lender agrees promptly to notify the Borrower and the Administrative Agent after any such application made by such Lender; provided that the failure to give such notice shall not affect the validity of such setoff and application.

9.8. Counterparts. (a) This Agreement may be executed by one or more of the parties to this Agreement on any number of separate counterparts, and all of said counterparts taken together shall be deemed to constitute one and the same instrument. A set of the copies of this Agreement signed by all the parties shall be lodged with the Borrower and the Administrative Agent.

(b) Delivery of an executed counterpart of a signature page (whether manually executed or executed by Electronic Signature) of (x) this Agreement, (y) any other Loan Document and/or (z) any document, amendment, approval, consent, information, notice

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(including, for the avoidance of doubt, any notice delivered pursuant to Section 9.2), certificate, request, statement, disclosure or authorization related to this Agreement, any other Loan Document and/or the transactions contemplated hereby and/or thereby (each an "Ancillary Document") by telecopy, emailed pdf. or any other electronic means that reproduces an image of such signature page shall be effective as physical delivery of a manually executed counterpart of this Agreement, such other Loan Document or such Ancillary Document, as applicable. To the fullest extent permitted by applicable law, the words "execution," "signed," "signature," "delivery," and words of like import in or relating to this Agreement, any other Loan Document and/or any Ancillary Document (in each case other than any Note) shall be deemed to include Electronic Signatures, electronic deliveries or the keeping of records in any electronic form (including deliveries by telecopy, emailed pdf. or any other electronic means that reproduces an image of an actual executed signature page), 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; provided that nothing herein shall require the Administrative Agent to accept Electronic

Signatures (other than for this Agreement) in any form or format without its prior written consent and pursuant to procedures approved by it (it being agreed that Electronic Signatures shall not be accepted for any Notes); provided, further, without limiting the foregoing, (i) to the extent the Administrative Agent has agreed to accept any Electronic Signature for the Borrower, each of the Agents and each of the Lenders shall be entitled to rely on such Electronic Signature purportedly given by or on behalf of the Borrower without further verification thereof and without any obligation to review the appearance or form of any such Electronic Signature and (ii) upon the reasonable request of any Agent or any Lender, any Electronic Signature shall be promptly followed by a manually executed counterpart. Without limiting the generality of the foregoing, each of the parties hereto hereby (i) agrees that, for all purposes, including without limitation, in connection with any workout, restructuring, enforcement of remedies, bankruptcy proceedings or litigation between or among the Agents, the Lenders, and the Borrower, Electronic Signatures transmitted by telecopy, emailed pdf. or any other electronic means that reproduces an image of an actual executed signature page and/or any electronic images of this Agreement, any other Loan Document and/or any Ancillary Document (in each case other than any Note) shall have the same legal effect, validity and enforceability as any paper original, (ii) waives any argument, defense or right to contest the legal effect, validity or enforceability of this Agreement, any other Loan Document and/or any Ancillary Document based solely on the lack of paper original copies of this Agreement, such other Loan Document and/or such Ancillary Document, respectively, including with respect to any signature pages thereto; provided that this subclause (ii) will not apply in any case to any Notes delivered hereunder and (iii) waives any claim against any other party hereto for any Liabilities arising solely from such other party's reliance on or the waiving party's use of Electronic Signatures and/or transmissions by telecopy, emailed pdf. or any other electronic means that reproduces an image of an actual executed signature page, including any Liabilities arising as a result of the failure of the waiving party to use any available security measures in connection with the execution by, or delivery or transmission of, any Electronic Signature.

9.9. Severability. Any provision of this Agreement which is prohibited or unenforceable in any jurisdiction shall, as to such jurisdiction, be ineffective to the extent of such prohibition or unenforceability without invalidating the remaining provisions hereof, and any

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such prohibition or unenforceability in any jurisdiction shall not invalidate or render unenforceable such provision in any other jurisdiction.

9.10. Integration. This Agreement and the other Loan Documents represent the agreement of the Borrower, the Administrative Agent and the Lenders with respect to the subject matter hereof, and there are no promises, undertakings, representations or warranties by the Administrative Agent or any Lender relative to subject matter hereof not expressly set forth or referred to herein or in the other Loan Documents.

9.11. GOVERNING LAW. THIS AGREEMENT AND THE RIGHTS AND OBLIGATIONS OF THE PARTIES HEREUNDER SHALL BE GOVERNED BY, AND CONSTRUED AND INTERPRETED IN ACCORDANCE WITH, THE LAW OF THE STATE OF NEW YORK.

9.12. WAIVERS OF JURY TRIAL. THE BORROWER, THE ADMINISTRATIVE AGENT AND THE LENDERS HEREBY IRREVOCABLY AND UNCONDITIONALLY WAIVE TRIAL BY JURY IN ANY LEGAL ACTION OR PROCEEDING RELATING TO THIS AGREEMENT OR ANY OTHER LOAN DOCUMENT AND FOR ANY COUNTERCLAIM THEREIN. THIS WAIVER SHALL APPLY TO ANY SUBSEQUENT AMENDMENTS, RENEWALS, SUPPLEMENTS OR MODIFICATIONS TO THIS AGREEMENT OR ANY OTHER LOAN DOCUMENT.

9.13. Submission To Jurisdiction; Waivers. The Borrower hereby irrevocably and unconditionally:

(a) submits for itself and its property in any legal action or proceeding relating to this Agreement and the other Loan Documents to which it is a party, or for recognition and enforcement of any judgment in respect thereof, to the non-exclusive jurisdiction of the Supreme Court of the State of New York sitting in New York County, Borough of Manhattan and of the United States District Court for the Southern District of New York, and appellate courts from any thereof;

(b) consents that any such action or proceeding may be brought in such courts and waives any objection that it may now or hereafter have to the venue of any such action or proceeding in any such court or that such action or proceeding was brought in an inconvenient court and agrees not to plead or claim the same;

(c) agrees that service of process in any such action or proceeding may be effected by mailing a copy thereof by registered or certified mail (or any substantially similar form of mail), postage prepaid, to the Borrower at its address set forth in Section 9.2 or at such other address of which the Administrative Agent shall have been notified pursuant thereto;

(d) agrees that nothing herein shall affect the right to effect service of process in any other manner permitted by law or shall limit the right to sue in any other jurisdiction; and

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(e) waives, to the maximum extent not prohibited by law, any right it may have to claim or recover in any legal action or proceeding referred to in this Section any special, exemplary, punitive or consequential damages.

9.14. Confidentiality. Each of the Administrative Agent and the Lenders expressly agree, for the benefit of the Borrower and its Subsidiaries, to maintain the confidentiality of the Confidential Information (as defined below), except that Confidential Information may be disclosed (a) to its and its Affiliates' directors, officers, employees and agents, including accountants, legal counsel and other advisors (it being understood that the Persons to whom such disclosure is made will be informed of the confidential nature of such Confidential Information and instructed to keep such Confidential Information confidential), (b) to the extent requested by any regulatory authority, self-regulatory authority or, subject to an agreement to comply with the provisions of this Section 9.14, any direct counterparty to any swap agreement under which payments are to be made by reference to the Borrower or its obligations under this Agreement, (c) in any legal, judicial, administrative proceeding or other compulsory process or to the extent required by applicable laws or regulations or by any subpoena

or similar legal process, (d) to any other party to this Agreement, (e) in connection with the exercise of any remedies hereunder or any suit, action or proceeding relating to this Agreement or the enforcement of rights hereunder, (f) subject to an express agreement for the benefit of the Borrower and its Subsidiaries containing provisions substantially the same as those of this Section 9.14, to any assignee of or participant in, or any prospective assignee of or participant in, any of its rights or obligations under this Agreement, (g) with the prior express written consent of the Borrower or its Subsidiaries, as applicable, (h) to rating agencies in connection with this Agreement, (i) for purposes of establishing a “due diligence” defense or (j) to the extent such Confidential Information (i) becomes publicly available other than as a result of a breach of this Section or (ii) becomes available to the Administrative Agent or any Lender on a nonconfidential basis from a source other than the Borrower or its Subsidiaries. For the purposes of this Section 9.14, “Confidential Information” means all information, including material nonpublic information within the meaning of Regulation FD promulgated by the SEC (“Regulation FD”), received from the Borrower or its Subsidiaries relating to such entities or their respective businesses, other than any such information that is available to any Administrative Agent or any Lender on a nonconfidential basis prior to disclosure by such entities and other than information regarding the existence of this Agreement provided by the Administrative Agent and the Lenders to data service providers, including league table providers, that serve the lending industry; provided that, in the case of information received from the Borrower or its Subsidiaries after the date hereof, such information is clearly identified at the time of delivery as confidential. Any Person required to maintain the confidentiality of Confidential Information as provided in this Section 9.14 shall be considered to have complied with its obligation to do so if such Person has exercised the same degree of care to maintain the confidentiality of such Confidential Information as such Person would accord to its own confidential information; provided, however, that with respect to disclosures pursuant to clauses (b) and (c) of this Section, unless prohibited by law or applicable court order, each Lender and the Administrative Agent shall make reasonable attempts to notify the Borrower and its Subsidiaries of any request by any governmental agency or representative thereof (other than any such request in connection with any routine examination of the financial condition or other routine examination of such Lender conducted in the ordinary course by any regulatory authority) or other Person for disclosure of Confidential Information after receipt of such request.

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and if reasonable, practicable and permissible, before disclosure of such Confidential Information. It is understood and agreed that the Borrower, its Subsidiaries and their respective Affiliates may rely upon this Section 9.14 for any purpose, including without limitation to comply with Regulation FD.

9.15. Patriot Act. Each Lender hereby notifies the Borrower that pursuant to the requirements of the Patriot Act (Title III of Pub. L. 107-56 (signed into law October 26, 2001)) (the “Patriot Act”), it is required to obtain, verify and record information that identifies the Borrower, which information includes the name and address of the Borrower and other information that will allow such Lender to identify the Borrower in accordance with the Patriot Act.

9.16. California Judicial Reference

If any action or proceeding is filed in a court of the State of California by or against any party hereto in connection with any of the transactions contemplated by this Agreement or any other Loan Document (a) the court shall, and is hereby directed to, make a general reference pursuant to California Code of Civil Procedure Section 638 to a referee (who shall be a single active or retired judge) to hear and determine all of the issues in such action or proceeding (whether of fact or of law) and to report a statement of decision, provided that at the option of any party to such proceeding, any such issues pertaining to a “provisional remedy” as defined in California Code of Civil Procedure Section 1281.8 shall be heard and determined by the court, and (b) without limiting the generality of Section 9.5, the Borrower shall be solely responsible to pay all fees and expenses of any referee appointed in such action or proceeding.

9.17. No Fiduciary Duty. No Credit Party acting in its capacity as such shall be deemed to be in an advisory, fiduciary or agency relationship with the Borrower and its Affiliates or have a fiduciary or other implied duty to the Borrower and its Affiliates. The Borrower has been advised that the Credit Parties are engaged in a broad range of transactions in the ordinary course of their business that may involve interests that differ from the Borrower's and its Affiliates' interests and that the Credit Parties have no obligation to disclose such interests and transactions to the Borrower and its Affiliates.

9.18. Amendment and Restatement. All provisions of the Existing Credit Agreement are amended and restated in their entirety as set forth in this Agreement as of the Effective Date. All references made to the Existing Credit Agreement in any Loan Document or in any other instrument or document shall, without more, be deemed to refer to this Agreement. This Agreement amends and restates the Existing Credit Agreement and is not intended to be or operate as a novation or an accord and satisfaction of the Existing Credit Agreement or of the indebtedness, obligations and liabilities of the Borrower evidenced or provided for thereunder.

9.19. Acknowledgement and Consent to Bail-In of Affected Financial Institutions. Notwithstanding anything to the contrary in any Loan Document or in any other agreement, arrangement or understanding among any such parties, each party hereto acknowledges that any liability of any Affected Financial Institution arising under any Loan Document, to the extent such liability is unsecured, may be subject to the write-down and conversion powers of the applicable Resolution Authority and agrees and consents to, and acknowledges and agrees to be bound by:

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the application of any Write-Down and Conversion Powers by the applicable Resolution Authority to any such liabilities arising hereunder which may be payable to it by any party hereto that is an Affected Financial Institution; and

the effects of any Bail-In Action on any such liability, including, if applicable:

a reduction in full or in part or cancellation of any such liability;

a conversion of all, or a portion of, such liability into shares or other instruments of ownership in such Affected Financial Institution, its parent entity, or a bridge institution that may be issued to it or otherwise conferred on it, and that such

shares or other instruments of ownership will be accepted by it in lieu of any rights with respect to any such liability under this Agreement or any other Loan Document; or

the variation of the terms of such liability in connection with the exercise of the Write-Down and Conversion Powers of the applicable Resolution Authority.

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IN WITNESS WHEREOF, EIX has amended this Plan on the parties hereto have caused this Agreement to be duly executed and delivered by their proper and duly authorized officers as 11th day of the day and year first above written.

SOUTHERN CALIFORNIA EDISON
COMPANY

By: _____

Name:

Title:

[SIGNATURE PAGE TO SOUTHERN CALIFORNIA EDISON CREDIT AGREEMENT]

~~509265-1292-17123-Active.39990010.10~~

509265-1292-18498-ACTIVE.53509699.4

JPMORGAN CHASE BANK, N.A.,
as Administrative Agent and as Lender

By: _____

Name:

Title: August, 2023.

[SIGNATURE PAGE TO EDISON INTERNATIONALSOUTHERN CALIFORNIA EDISON
CREDIT AGREEMENT]

~~509265-1292-17123-Active.39990010.10~~

509265-1292-18498-ACTIVE.53509699.4

CITIBANK, N.A.

By: _____ /s/ Natalie K. Schilling

Name: Natalie K. Schilling
Senior Vice President, Human Resources

Title:

[SIGNATURE PAGE TO SOUTHERN CALIFORNIA EDISON CREDIT AGREEMENT]

~~509265-1292-17123-Active.39990010.10~~

~~509265-1292-18498-ACTIVE.53509699.4~~

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MUFG ~~UNION~~ BANK,
~~N.A.~~ LTD.

By: _____
Name: _____
Title: _____

[SIGNATURE PAGE TO SOUTHERN CALIFORNIA EDISON CREDIT
AGREEMENT]

WELLS FARGO BANK,
N.A.

By: _____
Name: _____
Title: _____

[SIGNATURE PAGE TO SOUTHERN CALIFORNIA EDISON CREDIT
AGREEMENT]

BARCLAYS BANK PLC

By: _____

Name: _____

Title: _____

[SIGNATURE PAGE TO SOUTHERN CALIFORNIA EDISON CREDIT
AGREEMENT]

~~509265-1292-17123-Active-30990010.10~~

509265-1292-18498-ACTIVE.53509699.4

MIZUHO BANK, LTD.

By: _____

Name: _____

Title: _____

Exhibit 31.1

CERTIFICATION

I, PEDRO J. PIZARRO, certify that:

1. I have reviewed this Quarterly Report on Form 10-Q for the quarter ended ~~June 30, 2023~~ September 30, 2023 of Edison International;
2. Based on my knowledge, this report does not contain any untrue statement of a material fact or omit to state a material fact necessary to make the statements made, in light of the circumstances under which such statements were made, not misleading with respect to the period covered by this report;
3. Based on my knowledge, the financial statements, and other financial information included in this report, fairly present in all material respects the financial condition, results of operations and cash flows of the registrant as of, and for, the periods presented in this report;
4. The registrant's other certifying officer(s) and I are responsible for establishing and maintaining disclosure controls and procedures (as defined in Exchange Act Rules 13a-15(e) and 15d-15(e)) and internal control over financial reporting (as defined in Exchange Act Rules 13a-15(f) and 15d-15(f)) for the registrant and have:

(a) Designed such disclosure controls and procedures, or caused such disclosure controls and procedures to be designed under our supervision, to ensure that material information relating to the registrant, including its consolidated subsidiaries, is made known to us by others within those entities, particularly during the period in which this report is being prepared;

(b) Designed such internal control over financial reporting, or caused such internal control over financial reporting to be designed under our supervision, to provide reasonable assurance regarding the reliability of financial reporting and the preparation of financial statements for external purposes in accordance with generally accepted accounting principles;

(c) Evaluated the effectiveness of the registrant's disclosure controls and procedures and presented in this report our conclusions about the effectiveness of the disclosure controls and procedures, as of the end of the period covered by this report based on such evaluation; and

(d) Disclosed in this report any change in the registrant's internal control over financial reporting that occurred during the registrant's most recent fiscal quarter (the registrant's fourth fiscal quarter in the case of an annual report) that has materially affected, or is reasonably likely to materially affect, the registrant's internal control over financial reporting; and

5. The registrant's other certifying officer(s) and I have disclosed, based on our most recent evaluation of internal control over financial reporting, to the registrant's auditors and the audit committee of the registrant's board of directors (or persons performing the equivalent functions):

(a) All significant deficiencies and material weaknesses in the design or operation of internal control over financial reporting which are reasonably likely to adversely affect the registrant's ability to record, process, summarize and report financial information; and

(b) Any fraud, whether or not material, that involves management or other employees who have a significant role in the registrant's internal control over financial reporting.

Date: July 27, 2023 November 1, 2023

/s/ PEDRO J. PIZARRO

PEDRO J. PIZARRO

Chief Executive Officer

CERTIFICATION

I, MARIA RIGATTI , certify that:

1. I have reviewed this Quarterly Report on Form 10-Q for the quarter ended **June 30, 2023** **September 30, 2023** of Edison International;

2. Based on my knowledge, this report does not contain any untrue statement of a material fact or omit to state a material fact necessary to make the statements made, in light of the circumstances under which such statements were made, not misleading with respect to the period covered by this report;

3. Based on my knowledge, the financial statements, and other financial information included in this report, fairly present in all material respects the financial condition, results of operations and cash flows of the registrant as of, and for, the periods presented in this report;

4. The registrant's other certifying officer(s) and I are responsible for establishing and maintaining disclosure controls and procedures (as defined in Exchange Act Rules 13a-15(e) and 15d-15(e)) and internal control over financial reporting (as defined in Exchange Act Rules 13a-15(f) and 15d-15(f)) for the registrant and have:

(a) Designed such disclosure controls and procedures, or caused such disclosure controls and procedures to be designed under our supervision, to ensure that material information relating to the registrant, including its consolidated subsidiaries, is made known to us by others within those entities, particularly during the period in which this report is being prepared;

(b) Designed such internal control over financial reporting, or caused such internal control over financial reporting to be designed under our supervision, to provide reasonable assurance regarding the reliability of financial reporting and the preparation of financial statements for external purposes in accordance with generally accepted accounting principles;

(c) Evaluated the effectiveness of the registrant's disclosure controls and procedures and presented in this report our conclusions about the effectiveness of the disclosure controls and procedures, as of the end of the period covered by this report based on such evaluation; and

(d) Disclosed in this report any change in the registrant's internal control over financial reporting that occurred during the registrant's most recent fiscal quarter (the registrant's fourth fiscal quarter in the case of an annual report) that has materially affected, or is reasonably likely to materially affect, the registrant's internal control over financial reporting; and

5. The registrant's other certifying officer(s) and I have disclosed, based on our most recent evaluation of internal control over financial reporting, to the registrant's auditors and the audit committee of the registrant's board of directors (or persons performing the equivalent functions):

(a) All significant deficiencies and material weaknesses in the design or operation of internal control over financial reporting which are reasonably likely to adversely affect the registrant's ability to record, process, summarize and report financial information; and

(b) Any fraud, whether or not material, that involves management or other employees who have a significant role in the registrant's internal control over financial reporting.

Date: July 27, 2023 November 1, 2023

/s/ MARIA RIGATTI

MARIA RIGATTI

Chief Financial Officer

Exhibit 31.2

CERTIFICATION

I, STEVEN D. POWELL, certify that:

1. I have reviewed this Quarterly Report on Form 10-Q for the quarter ended June 30, 2023 September 30, 2023 of Southern California Edison Company;

2. Based on my knowledge, this report does not contain any untrue statement of a material fact or omit to state a material fact necessary to make the statements made, in light of the circumstances under which such statements were made, not misleading with respect to the period covered by this report;

3. Based on my knowledge, the financial statements, and other financial information included in this report, fairly present in all material respects the financial condition, results of operations and cash flows of the registrant as of, and for, the periods presented in this report;

4. The registrant's other certifying officer(s) and I are responsible for establishing and maintaining disclosure controls and procedures (as defined in Exchange Act Rules 13a-15(e) and 15d-15(e)) and internal control over financial reporting (as defined in Exchange Act Rules 13a-15(f) and 15d-15(f)) for the registrant and have:

(a) Designed such disclosure controls and procedures, or caused such disclosure controls and procedures to be designed under our supervision, to ensure that material information relating to the registrant, including its consolidated subsidiaries, is made known to us by others within those entities, particularly during the period in which this report is being prepared;

(b) Designed such internal control over financial reporting, or caused such internal control over financial reporting to be designed under our supervision, to provide reasonable assurance regarding the reliability of financial reporting and the preparation of financial statements for external purposes in accordance with generally accepted accounting principles;

(c) Evaluated the effectiveness of the registrant's disclosure controls and procedures and presented in this report our conclusions

about the effectiveness of the disclosure controls and procedures, as of the end of the period covered by this report based on such evaluation; and

(d) Disclosed in this report any change in the registrant's internal control over financial reporting that occurred during the registrant's most recent fiscal quarter (the registrant's fourth fiscal quarter in the case of an annual report) that has materially affected, or is reasonably likely to materially affect, the registrant's internal control over financial reporting; and

5. The registrant's other certifying officer(s) and I have disclosed, based on our most recent evaluation of internal control over financial reporting, to the registrant's auditors and the audit committee of the registrant's board of directors (or persons performing the equivalent functions):

(a) All significant deficiencies and material weaknesses in the design or operation of internal control over financial reporting which are reasonably likely to adversely affect the registrant's ability to record, process, summarize and report financial information; and

(b) Any fraud, whether or not material, that involves management or other employees who have a significant role in the registrant's internal control over financial reporting.

Date: July 27, 2023 November 1, 2023

/s/ STEVEN D. POWELL

STEVEN D. POWELL

Chief Executive Officer

CERTIFICATION

I, AARON D. MOSS, certify that:

1. I have reviewed this Quarterly Report on Form 10-Q for the quarter ended June 30, 2023 September 30, 2023 of Southern California Edison Company;
2. Based on my knowledge, this report does not contain any untrue statement of a material fact or omit to state a material fact necessary to make the statements made, in light of the circumstances under which such statements were made, not misleading with respect to the period covered by this report;
3. Based on my knowledge, the financial statements, and other financial information included in this report, fairly present in all material respects the financial condition, results of operations and cash flows of the registrant as of, and for, the periods presented in this report;
4. The registrant's other certifying officer(s) and I are responsible for establishing and maintaining disclosure controls and procedures (as defined in Exchange Act Rules 13a-15(e) and 15d-15(e)) and internal

control over financial reporting (as defined in Exchange Act Rules 13a-15(f) and 15d-15(f)) for the registrant and have:

(a) Designed such disclosure controls and procedures, or caused such disclosure controls and procedures to be designed under our supervision, to ensure that material information relating to the registrant, including its consolidated subsidiaries, is made known to us by others within those entities, particularly during the period in which this report is being prepared;

(b) Designed such internal control over financial reporting, or caused such internal control over financial reporting to be designed under our supervision, to provide reasonable assurance regarding the reliability of financial reporting and the preparation of financial statements for external purposes in accordance with generally accepted accounting principles;

(c) Evaluated the effectiveness of the registrant's disclosure controls and procedures and presented in this report our conclusions about the effectiveness of the disclosure controls and procedures, as of the end of the period covered by this report based on such evaluation; and

(d) Disclosed in this report any change in the registrant's internal control over financial reporting that occurred during the registrant's most recent fiscal quarter (the registrant's fourth fiscal quarter in the case of an annual report) that has materially affected, or is reasonably likely to materially affect, the registrant's internal control over financial reporting; and

5. The registrant's other certifying officer(s) and I have disclosed, based on our most recent evaluation of internal control over financial reporting, to the registrant's auditors and the audit committee of the registrant's board of directors (or persons performing the equivalent functions):

(a) All significant deficiencies and material weaknesses in the design or operation of internal control over financial reporting which are reasonably likely to adversely affect the registrant's ability to record, process, summarize and report financial information; and

(b) Any fraud, whether or not material, that involves management or other employees who have a significant role in the registrant's internal control over financial reporting.

Date: July 27, 2023 November 1, 2023

/s/ AARON D. MOSS

AARON D. MOSS

Chief Financial Officer

Exhibit 32.1

**STATEMENT PURSUANT TO 18 U.S.C. SECTION 1350, AS
ENACTED BY SECTION 906 OF THE SARBANES-OXLEY ACT
OF 2002**

In connection with the accompanying Quarterly Report on Form 10-Q for the quarter ended **June 30, 2023** **September 30, 2023** (the "Quarterly Report"), of Edison International (the "Company"), and pursuant to 18 U.S.C. Section 1350, as enacted by Section 906 of the Sarbanes-Oxley Act of 2002, each of the undersigned certifies, to the best of his or her knowledge, that:

1. The Quarterly Report fully complies with the requirements of section 13(a) or 15(d) of the Securities Exchange Act of 1934 (15 U.S.C. 78m(a) or 78o(d)); and
2. The information contained in the Quarterly Report fairly presents, in all material respects, the financial condition and results of operations of the Company.

Date: **July 27, 2023** **November 1, 2023**

/s/ PEDRO J. PIZARRO

PEDRO J. PIZARRO

Chief Executive Officer

/s/ MARIA RIGATTI

MARIA RIGATTI

Chief Financial Officer

This statement accompanies the Quarterly Report pursuant to Section 906 of the Sarbanes-Oxley Act of 2002 and shall not, except to the extent required by the Sarbanes-Oxley Act of 2002, be deemed filed by the Company for purposes of Section 18 of the Securities Exchange Act of 1934, as amended.

A signed original of this written statement has been provided to the Company and will be retained by the Company and furnished to the Securities and Exchange Commission or its staff upon request.

Exhibit 32.2

**STATEMENT PURSUANT TO 18 U.S.C. SECTION 1350, AS
ENACTED BY SECTION 906 OF THE SARBANES-OXLEY ACT
OF 2002**

In connection with the accompanying Quarterly Report on Form 10-Q for the quarter ended **June 30, 2023** **September 30, 2023** (the "Quarterly Report"), of Southern California Edison Company (the "Company"), and pursuant to 18 U.S.C. Section 1350, as enacted by Section 906 of the Sarbanes-Oxley Act of 2002, each of the undersigned certifies, to the best of his knowledge, that:

1. The Quarterly Report fully complies with the requirements of section 13(a) or 15(d) of the Securities Exchange Act of 1934 (15 U.S.C. 78m(a) or 78o(d)); and
2. The information contained in the Quarterly Report fairly presents, in all material respects, the financial condition and results of operations of the Company.

Date: **July 27, 2023** **November 1, 2023**

/s/ STEVEN D. POWELL
STEVEN D. POWELL
Chief Executive Officer
Southern California Edison Company

/s/ AARON D. MOSS
AARON D. MOSS
Chief Financial Officer
Southern California Edison Company

This statement accompanies the Quarterly Report pursuant to Section 906 of the Sarbanes-Oxley Act of 2002 and shall not, except to the extent required by the Sarbanes-Oxley Act of 2002, be deemed filed by the Company for purposes of Section 18 of the Securities Exchange Act of 1934, as amended.

A signed original of this written statement has been provided to the Company and will be retained by the Company and furnished to the Securities and Exchange Commission or its staff upon request.

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