
**UNITED STATES
SECURITIES AND EXCHANGE COMMISSION
Washington, D.C. 20549**

FORM 8-K

CURRENT REPORT

Pursuant to Section 13 or 15(d) of the Securities Exchange Act of 1934

Date of Report (Date of earliest event reported): August 17, 2017

EDISON INTERNATIONAL

(Exact name of registrant as specified in its charter)

CALIFORNIA
(State or other jurisdiction
of incorporation)

001-9936
(Commission
File Number)

95-4137452
(I.R.S. Employer
Identification No.)

2244 Walnut Grove Avenue
(P.O. Box 976)
Rosemead, California 91770
(Address of principal executive offices, including zip code)

(626) 302-2222
(Registrant's telephone number, including area code)

Check the appropriate box below if the Form 8-K filing is intended to simultaneously satisfy the filing obligation of the registrant under any of the following provisions:

- Written communications pursuant to Rule 425 under the Securities Act (17 CFR 230.425)
- Soliciting material pursuant to Rule 14a-12 under the Exchange Act (17 CFR 240.14a-12)
- Pre-commencement communications pursuant to Rule 14d-2(b) under the Exchange Act (17 CFR 240.14d-2(b))
- Pre-commencement communications pursuant to Rule 13e-4(c) under the Exchange Act (17 CFR 240.13e-4(c))
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Item 8.01 Other Events

On August 17, 2017, Edison International agreed to sell \$400,000,000 principal amount of its 2.40% Notes, due 2022 ("Notes"). For further information concerning the Notes, refer to the exhibits attached to this report.

Item 9.01 Financial Statements and Exhibits

(d) Exhibits

See the Exhibit Index below.

SIGNATURE

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

EDISON INTERNATIONAL

(Registrant)

/s/ Aaron D. Moss

Aaron D. Moss

Vice President and Controller

Date: August 22, 2017

EXHIBIT INDEX

Exhibit No. Description

- | | |
|-----|--|
| 1 | Underwriting Agreement dated as of August 17, 2017 |
| 4.1 | Fourth Supplemental Indenture dated August 22, 2017, including the Form of 2.40 % Senior Note due 2022 |
| 5.1 | Opinion of Barbara E. Mathews, dated August 22, 2017 (including the consent of such counsel) |
| 12 | Statement re Computation of Ratio of Earnings to Fixed Charges |

Edison International
\$400,000,000 2.40% Senior Notes Due 2022

Underwriting Agreement

New York, New York

August 17, 2017

BNP Paribas Securities Corp.
787 7th Avenue
New York, New York 10019

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

MUFG Securities Americas Inc.
1221 Avenue of the Americas, 6th Floor
New York, New York 10020-1001

As Representatives of the several Underwriters

Ladies and Gentlemen:

Edison International, a corporation organized under the laws of the State of California (the "Company"), proposes to sell to the several underwriters named in Schedule I hereto (the "Underwriters"), for whom you (the "Representatives") are acting as representatives, \$400,000,000 principal amount of its 2.40% Senior Notes Due 2022 (the "Notes," or the "Securities"), to be issued under the Fourth Supplemental Indenture (the "Supplemental Indenture") to be dated as of August 22, 2017, to the Indenture dated as of September 10, 2010 (the "Base Indenture" and, as supplemented by the Supplemental Indenture, the "Indenture") between the Company and The Bank of New York Mellon Trust Company, N.A., as trustee (the "Trustee"). To the extent there are no additional Underwriters listed on Schedule I other than you, the term Representatives as used herein shall mean you, as Underwriters, and the terms Representatives and Underwriters shall mean either the singular or plural as the context requires. Any reference herein to the Registration Statement, the Base Prospectus, any Preliminary Prospectus Supplement or the Final Prospectus Supplement shall be deemed to refer to and include the documents incorporated by reference therein pursuant to Item 12 of Form S-3 which were filed under the Exchange Act on or before the Effective Date of the Registration Statement or the issue date of the Base Prospectus, any Preliminary Prospectus Supplement or the Final Prospectus Supplement, as the case may be; and any reference herein to the terms "amend,"

“amendment” or “supplement” with respect to the Registration Statement, the Base Prospectus, any Preliminary Prospectus Supplement or the Final Prospectus Supplement shall be deemed to refer to and include the filing of any document under the Exchange Act after the Effective Date of the Registration Statement or the issue date of the Base Prospectus, any Preliminary Prospectus Supplement or the Final Prospectus Supplement, as the case may be, deemed to be incorporated therein by reference. Certain terms used herein are defined in Section 20 hereof.

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

(a) The Company meets the requirements for use of Form S-3 under the Act and has prepared and filed with the Commission an automatic shelf registration statement, as defined in Rule 405 (file number 333-206993) on Form S-3, including a related Base Prospectus, for registration under the Act of the offering and sale of the Securities. The Company may have filed one or more amendments thereto, including a Preliminary Prospectus Supplement, each of which has previously been furnished to you and has become effective upon filing. The Company will next file with the Commission a Final Prospectus Supplement relating to the Securities in accordance with Rule 424(b). The Registration Statement, at the Execution Time, is effective and meets the requirements set forth in Rule 415(a)(1)(x).

(b) On each Effective Date, the Registration Statement did, and when the Final Prospectus Supplement is first filed in accordance with Rule 424(b) and on the Closing Date (as defined herein), the Final Prospectus Supplement (and any amendment or supplement thereto) will, comply in all material respects with the applicable requirements of the Act, the Exchange Act and the Trust Indenture Act and the respective rules thereunder; on each Effective Date and at the Execution Time, the Registration Statement did not and will not contain any untrue statement of a material fact or omit to state any material fact required to be stated therein or necessary in order to make the statements therein not misleading; on each Effective Date and on the Closing Date, the Indenture did or will comply in all material respects with the applicable requirements of the Trust Indenture Act and the rules thereunder; and on the date of any filing pursuant to Rule 424(b) and on the Closing Date, the Final Prospectus Supplement (together with any amendment or supplement thereto) will not include any untrue statement of a material fact or omit to state a material fact necessary in order to make the statements therein, in the light of the circumstances under which they were made, not misleading; provided, however, that the Company makes no representations or warranties as to (i) that part of the Registration Statement which shall constitute the Statement of Eligibility and Qualification (Form T-1) under the Trust Indenture Act of the Trustees or (ii) the information contained in or omitted from the Registration Statement or the Final Prospectus Supplement (or any amendment or supplement thereto) in reliance upon and in conformity with information furnished in writing to the Company by or on behalf of any Underwriter through the Representatives specifically for inclusion in the Registration Statement or the Final Prospectus Supplement (or any amendment or supplement thereto),

it being understood and agreed that the only such information furnished by or on behalf of any Underwriter consists of the information described as such in Section 8(b) hereof.

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

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

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

(f) Neither any Issuer Free Writing Prospectus nor the final term sheet, substantially in the form of Schedule II hereto (the “Final Term Sheet”), include any information that conflicts with the information contained in the Registration Statement, including any document incorporated by reference therein and any prospectus supplement deemed to be a part thereof that has not been superseded or modified. The foregoing sentence does not apply to statements in or omissions from the Disclosure Package based upon and in conformity with written information furnished to the Company by any Underwriter through the Representatives specifically for use therein, it being understood and agreed that the only such information furnished by or on behalf of any Underwriter consists of the information described as such in Section 8(b) hereof.

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

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

(i) Each “significant subsidiary” of the Company (as such term is defined in Rule 1-02 of Regulation S-X) (each a “Subsidiary” and, collectively, the “Subsidiaries”) has been duly organized and is validly existing as a corporation in good standing under the laws of the jurisdiction of its incorporation, has corporate power and authority to own, lease and operate its properties and to conduct its business as described in the Disclosure Package and the Final Prospectus and is duly qualified as a foreign corporation to transact business and is in good standing in each jurisdiction in which such qualification is required, whether by reason of the ownership or leasing of property or the conduct of business, except where the failure so to qualify or to be in good standing would not result in a Material Adverse Effect; all of the issued and outstanding capital stock of each such Subsidiary has been duly authorized and validly issued, is fully paid and non-assessable and is owned by the Company, directly or through subsidiaries, free and clear of any security interest, mortgage, pledge, lien, encumbrance or claim, except as publicly disclosed in filings made with the Commission; and none of the outstanding shares of capital stock of any Subsidiary was issued in violation of the preemptive or similar rights of any security holder of such Subsidiary. The only subsidiaries of the Company are (a) the Subsidiaries listed on Schedule III hereto and (b) certain other direct and indirect subsidiaries which individually and in the aggregate do not constitute a “significant subsidiary” as defined in Rule 1-02 of Regulation S-X.

(j) There is no franchise, contract or other document of a character required to be described in the Registration Statement, the Preliminary Prospectus Supplement or the Final Prospectus Supplement, or to be filed as an exhibit thereto, which is not described or filed as required; and the statements in the Preliminary Prospectus Supplement and the Final Prospectus Supplement under the heading “Edison International” and the statements incorporated by reference in the Preliminary Prospectus Supplement and the Final Prospectus Supplement from the sections entitled “Business—Southern California Edison Company—Regulation”, and “—Environmental Regulation of Edison International and Subsidiaries” in the Company’s Annual Report on Form 10-K for the fiscal year ended December 31, 2016 (the “Form 10-K”), as supplemented by information contained in the Company’s subsequent Quarterly Reports on Form 10-Q and Current Reports on Form 8-K, which is incorporated by reference in the Preliminary Prospectus

Supplement and the Final Prospectus Supplement, fairly summarize the matters therein described in all material respects.

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

(l) The Securities and the Indenture conform in all material respects to the description thereof contained in the Registration Statement, the Preliminary Prospectus Supplement and the Final Prospectus Supplement; each of the Base Indenture and the Supplemental Indenture has been duly authorized by the Company and, assuming due authorization, execution and delivery thereof by the Trustee, the Base Indenture constitutes and, as supplemented by the Supplemental Indenture when executed and delivered by the Company, will constitute a legal, valid, and binding instrument enforceable against the Company in accordance with its terms (subject, as to enforcement of remedies, to applicable bankruptcy, fraudulent conveyance, fraudulent transfer, reorganization, insolvency, moratorium, equitable subordination or other laws affecting creditors' rights generally from time to time in effect and to general principles of equity); the Securities have been duly and validly authorized, and, when issued and delivered to and paid for by the Underwriters pursuant to this Agreement, will be legal, valid and binding obligations of the Company entitled to the benefits provided by the Indenture (subject, as to enforcement of remedies, to applicable bankruptcy, fraudulent conveyance, fraudulent transfer, reorganization, insolvency, moratorium, equitable subordination or other laws affecting creditors' rights generally from time to time in effect and to general principles of equity).

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

(n) Neither the issue and sale of the Securities nor the consummation of any other of the transactions herein contemplated nor the fulfillment of the terms hereof will conflict with, result in a breach or violation of, or imposition of any lien, charge or encumbrance upon any property or assets of the Company pursuant to, (i) the articles of incorporation, by-laws or other organizational documents of the Company, (ii) the terms of any indenture, contract, lease, mortgage, deed of trust, note agreement, loan agreement or other agreement, obligation, condition, covenant or instrument to which the Company is a party or bound or to which its property is subject, or (iii) any statute, law, rule, regulation, judgment, order or decree applicable to the Company of any court, regulatory body, administrative agency, governmental body, arbitrator or other authority having jurisdiction over the Company or any of its properties.

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

(p) PricewaterhouseCoopers LLP, who have certified certain financial statements of the Company and its consolidated subsidiaries and delivered their report with respect to the audited consolidated financial statements of the Company as of December 31, 2016 and December 31, 2015 and for each of the three years in the period ended December 31, 2016, and the related financial statement schedule incorporated by reference in the Registration Statement, the Preliminary Prospectus Supplement and the Final Prospectus Supplement, are an independent registered public accounting firm with respect to the Company within the meaning of the Act and the applicable published rules and regulations thereunder.

(q) No action, suit or proceeding by or before any court or governmental agency, authority or body or any arbitrator involving the Company or any of its subsidiaries or its or their property is pending or, to the best knowledge of the Company, threatened that (i) could reasonably be expected to have a material adverse effect on the performance of this Agreement or the consummation of any of the transactions contemplated hereby or (ii) could reasonably be expected to have a Material Adverse Effect, except as set forth in or contemplated in the Registration Statement, the Preliminary Prospectus Supplement and the Final Prospectus Supplement (exclusive of any amendment or supplement thereto).

(r) The Company and its subsidiaries maintain a system of internal accounting controls sufficient to provide reasonable assurance that (i) transactions are executed in accordance with management’s general or specific authorizations; (ii) transactions are recorded as necessary to permit preparation of financial statements in conformity with

generally accepted accounting principles and to maintain asset accountability; (iii) access to assets is permitted only in accordance with management's general or specific authorization; (iv) the recorded accountability for assets is compared with the existing assets at reasonable intervals and appropriate action is taken with respect to any differences and (v) the interactive data in eXtensible Business Reporting Language included or incorporated by reference in the Registration Statement, the Preliminary Prospectus Supplement and the Final Prospectus Supplement is in compliance with the Commission's published rules, regulations and guidelines applicable thereto.

(s) The Company and its subsidiaries maintain "disclosure controls and procedures" (as such term is defined under Rule 13a-15(e) under the Exchange Act), and, as of December 31, 2016, such disclosure controls and procedures were effective.

(t) Neither the Company nor any of its subsidiaries is in violation or default of (i) any provision of its articles of incorporation, by-laws or other organizational documents, (ii) the terms of any indenture, contract, lease, mortgage, deed of trust, note agreement, loan agreement or other agreement, obligation, condition, covenant or instrument to which it is a party or bound or to which its property is subject or (iii) any statute, law, rule, regulation, judgment, order or decree of any court, regulatory body, administrative agency, governmental body, arbitrator or other authority having jurisdiction over it or any of its properties, as applicable (except, in the case of clauses (ii) and (iii), for such violations or defaults as would not, in the aggregate, have a Material Adverse Effect).

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

(v) The Company and each of its subsidiaries are (i) in compliance with any and all applicable national and local U.S. federal and state laws and regulations relating to the protection of human health and safety, the environment or hazardous or toxic substances or wastes, pollutants or contaminants ("Environmental Laws"), (ii) have received and are in compliance with all permits, licenses or other approvals required of them under applicable Environmental Laws to conduct their respective businesses and (iii) have not received notice of any actual or potential liability for the investigation or remediation of any disposal or release of hazardous or toxic substances or wastes, pollutants or contaminants, except where such non-compliance with Environmental Laws, failure to have or be in compliance with required permits, licenses or other

approvals, or liability would not have a Material Adverse Effect, except as set forth in or contemplated in the Registration Statement, the Preliminary Prospectus Supplement and the Final Prospectus Supplement (exclusive of any amendment or supplement thereto). Except as set forth in or contemplated in the Registration Statement, the Preliminary Prospectus Supplement and the Final Prospectus Supplement (exclusive of any amendment or supplement thereto), neither the Company nor any of its subsidiaries has been named as a “potentially responsible party” under the Comprehensive Environmental Response, Compensation, and Liability Act of 1980, as amended.

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

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

(y) Each of the Company and its subsidiaries owns or leases all material properties as are necessary to the conduct of its operations as presently conducted.

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

(aa) Except as set forth in or contemplated in the Registration Statement, the Preliminary Prospectus Supplement and the Final Prospectus Supplement (exclusive of any amendment or supplement thereto), the minimum funding standard under Section 302 of the Employee Retirement Income Security Act of 1974, as amended, and the regulations and published interpretations thereunder (“ERISA”), has been satisfied by each “pension plan” (as defined in Section 3(2) of ERISA) which has been established or maintained by the Company and/or one or more of its subsidiaries, except where the failure to satisfy such standard would not have a Material Adverse Effect; each pension plan established or maintained by the Company and/or one or more of its subsidiaries, and the trust forming part of each such plan, has been determined by the Internal Revenue Service to be in all material respects designed in accordance with Section 401 of the Internal Revenue Code of 1986, as amended (the “Code”), and if such pension plan has

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

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

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

(dd) None of the Company, any of its subsidiaries or, to the knowledge of the Company, any director, officer, agent, employee or affiliate of the Company or any of its subsidiaries is currently subject to any U.S. sanctions administered by the Office of Foreign Assets Control of the U.S. Department of the Treasury ("OFAC"); and the Company will not directly or indirectly use the proceeds of the offering of the Securities hereunder, or lend, contribute or otherwise make available such proceeds to any subsidiary, joint venture partner or other person or entity, for the purpose of financing the activities of any person currently subject to any U.S. sanctions administered by OFAC.

(ee) Neither the Company nor any of its subsidiaries nor, to the knowledge of the Company, any director, officer, agent, employee or other person associated with or acting on behalf of the Company or any of its subsidiaries has (i) used any corporate funds for any unlawful contribution, gift, entertainment or other unlawful expense relating to political activity; (ii) made any direct or indirect unlawful payment to any foreign or domestic government official or employee from corporate funds; (iii) violated or is in violation of any provision of the Foreign Corrupt Practices Act of 1977; or (iv) made any unlawful bribe, rebate, payoff, influence payment, kickback or other unlawful payment.

(ff) The operations of the Company and its subsidiaries are and have been conducted at all times in compliance with applicable financial recordkeeping and reporting requirements of the Currency and Foreign Transactions Reporting Act of 1970, as amended, the money laundering statutes of all jurisdictions, the rules and regulations thereunder and

any related or similar rules, regulations or guidelines, issued, administered or enforced by any governmental agency (collectively, the “Money Laundering Laws”) and no action, suit or proceeding by or before any court or governmental agency, authority or body or any arbitrator involving the Company or any of its subsidiaries with respect to the Money Laundering Laws is pending or, to the best knowledge of the Company, threatened.

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

2. Purchase and Sale. Subject to the terms and conditions and in reliance upon the representations and warranties herein set forth, the Company agrees to sell to each Underwriter, and each Underwriter agrees, severally and not jointly, to purchase from the Company, at a purchase price of 99.072% of the principal amount thereof, the principal amount of the Notes set forth opposite such Underwriter’s name in Schedule I hereto.

3. Delivery and Payment. Delivery of and payment for the Securities shall be made at 10:00 a.m., New York City time, on August 22, 2017 or at such time on such later date not more than five Business Days after the foregoing date as the Representatives shall designate, which date and time may be postponed by agreement between the Representatives and the Company or as provided in Section 9 hereof (such date and time of delivery and payment for the Securities being herein called the “Closing Date”). Delivery of the Securities shall be made to the Representatives for the respective accounts of the several Underwriters against payment by the several Underwriters through the Representatives of the purchase price thereof to or upon the order of the Company by wire transfer payable in same-day funds to an account specified by the Company. Delivery of the Securities shall be made through the facilities of The Depository Trust Company unless the Representatives shall otherwise instruct.

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

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

(a) Prior to the termination of the offering of the Securities, the Company will not file any amendment of the Registration Statement or supplement (including the Final Prospectus Supplement or any Preliminary Prospectus Supplement) to the Base Prospectus unless the Company has furnished you a copy for your review prior to filing and will not file any such proposed amendment or supplement to which you reasonably object. Subject to the foregoing sentence, the Company will cause the Final Prospectus Supplement, properly completed, and any amendment or supplement thereto to be filed in a form approved by the Representatives with the Commission pursuant to the applicable paragraph of Rule 424(b) within the time period prescribed and will provide evidence satisfactory to the Representatives of such timely filing. The Company will promptly advise the Representatives (1) when the Final Prospectus Supplement, and any

amendment or supplement thereto, shall have been filed (if required) with the Commission pursuant to Rule 424(b), (2) when, prior to termination of the offering of the Securities, any amendment to the Registration Statement shall have been filed or become effective, (3) of any request by the Commission or its staff for any amendment of the Registration Statement, or for any supplement to the Final Prospectus Supplement or for any additional information, (4) of the issuance by the Commission of any stop order suspending the effectiveness of the Registration Statement or of any notice objecting to its use or the institution or threatening of any proceeding for that purpose and (5) of the receipt by the Company of any notification with respect to the suspension of the qualification of the Securities for sale in any jurisdiction or the institution or threatening of any proceeding for such purpose. The Company will use its best efforts to prevent the issuance of any such stop order or the suspension of any such qualification and, if issued, to obtain as soon as possible the withdrawal of such stop order or relief from such occurrence or objection, including, if necessary, by filing an amendment to the Registration Statement or a new registration statement and using its best efforts to have such amendment or new registration statement declared effective as soon as practicable.

(b) The Company will prepare the Final Term Sheet and will file the Final Term Sheet pursuant to Rule 433(d) within the time required by such Rule.

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

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

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

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

(g) The Company will arrange, if necessary, for the qualification of the Securities for sale under the laws of such jurisdictions as the Representatives may designate, will maintain such qualifications in effect so long as required for the distribution of the Securities and will pay any fee of the Financial Industry Regulatory Authority, Inc., in connection with its review of the offering; provided that in no event shall the Company be obligated to qualify to do business in any jurisdiction where it is not now so qualified or to take any action that would subject it to service of process in suits, other than those arising out of the offering or sale of the Securities in any jurisdiction where it is not now so subject.

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

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

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

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

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

(b) The Company shall have requested and caused Barbara E. Mathews, Vice President, Associate General Counsel, Chief Governance Officer and Corporate Secretary of the Company, to have furnished to the Representatives her opinion, dated the Closing Date and addressed to the Representatives, to the effect that:

(i) each of the Company and Southern California Edison Company ("SCE") is a corporation duly incorporated, validly existing and in good standing under the laws of the State of California;

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

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

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

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

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

(vii) there is no pending or, to the knowledge of such counsel, threatened action, suit or proceeding by or before any court or governmental agency, authority or body or any arbitrator involving the Company or any of its subsidiaries or its or their property which, in any such case, is required by the Act or the Exchange Act, or the rules and regulations thereunder, to be described in the Registration Statement, the Preliminary Prospectus Supplement or the Final Prospectus Supplement that is not described as so required, and there is no franchise, contract or other document of a character required to be described in the Registration Statement, the Preliminary Prospectus Supplement and the Final Prospectus Supplement, or to be filed as an exhibit thereto, which is not described or filed as required; and the statements included or incorporated by reference in the Preliminary Prospectus Supplement and the Final Prospectus Supplement under the headings “Legal Matters” and “Edison International” or incorporated by reference into the Preliminary Prospectus Supplement and the Final Prospectus Supplement from the sections entitled “Business—Southern California Edison Company—Regulation”, and “—Environmental Regulation of Edison International and Subsidiaries” in the Company’s Annual Report on Form 10-K for the fiscal year ended December 31, 2016, which is incorporated by reference in the Preliminary Prospectus Supplement and the Final Prospectus Supplement, fairly summarize the matters therein described in all material respects; and the statements set forth in the Preliminary Prospectus

Supplement and the Final Prospectus Supplement under the heading “Certain Terms of the Notes” and in the Base Prospectus under the heading “Description of the Debt Securities,” insofar as those statements purport to summarize certain provisions of the Base Indenture, the Supplemental Indenture and the Securities, are accurate summaries in all material respects;

(viii) the Registration Statement has become effective under the Act; any required filing of the Preliminary Prospectus Supplement and the Final Prospectus Supplement, and any amendment or supplements thereto, pursuant to Rule 424(b) has been made in the manner and within the time period required by Rule 424(b); to the knowledge of such counsel, no stop order suspending the effectiveness of the Registration Statement has been issued, no proceedings for that purpose have been instituted or threatened and the Registration Statement, the Preliminary Prospectus Supplement and the Final Prospectus Supplement (other than the financial statements and other financial and statistical information contained therein, as to which such counsel need express no opinion) comply as to form in all material respects with the applicable requirements of the Act, the Exchange Act and the Trust Indenture Act and the respective rules thereunder;

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

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

(xi) none of the execution and delivery of this Agreement or the Indenture, the issue and sale of the Securities, nor the consummation of any other of the transactions herein contemplated nor the fulfillment of the terms hereof will conflict with, result in a breach or violation of, or imposition of any lien, charge or encumbrance upon any property or assets of the Company pursuant to, (i) the articles of incorporation or by-laws of the Company, (ii) the terms of any indenture, contract, lease, mortgage, deed of trust, note agreement, loan agreement or other agreement, obligation, condition, covenant or instrument to which the Company is a party or bound or to which its property is subject, or (iii) any statute, law, rule, regulation, judgment, order or decree applicable to the Company of any court, regulatory body, administrative agency, governmental body, arbitrator or other authority having jurisdiction over the Company or any of its properties, except in the case of clauses

(ii) and (iii) where such breach or violation, or lien, charge or encumbrance would not have a Material Adverse Effect; and

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

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

Such opinion will also include language to the effect that counsel has no reason to believe that on the Effective Date the Registration Statement contained any untrue statement of a material fact or omitted to state any material fact required to be stated therein or necessary to make the statements therein not misleading or that the Final Prospectus Supplement as of its date and on the Closing Date included or includes any untrue statement of a material fact or omitted or omits to state any material fact necessary in order to make the statements therein, in light of the circumstances under which they were made, not misleading.

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

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

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

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

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

(iii) since the date of the most recent financial statements included or incorporated by reference in the Preliminary Prospectus Supplement and the Final Prospectus Supplement (exclusive of any amendment or supplement thereto), there has been no material adverse effect on the condition (financial or otherwise), prospects, earnings, business or properties of the Company and its subsidiaries, taken as a whole, whether or not arising from transactions in the ordinary course of business, except as set forth in or contemplated in the Registration Statement, the Preliminary Prospectus Supplement and the Final Prospectus Supplement (exclusive of any amendment or supplement thereto).

(e) The Company shall have requested and caused PricewaterhouseCoopers LLP to have furnished to the Representatives, at the Execution Time and at the Closing Date, letters, dated respectively as of the Execution Time and as of the Closing Date, in form and substance satisfactory to the Representatives, including confirmation that (i) they are an independent registered public accounting firm with respect to the Company within the meaning of the Act and the applicable rules and regulations thereunder adopted by the Commission and the Public Company Accounting Oversight Board (United States) ("PCAOB"); (ii) they have performed an audit of the consolidated financial statements of the Company as of December 31, 2016 and December 31, 2015, and for each of the three years in the period ended December 31, 2016, and the related financial statement schedule; and (iii) they have performed the procedures specified by the PCAOB for a review of interim financial information described in PCAOB AS 4105, *Reviews of Interim Financial Information*, on the unaudited consolidated financial statements of the Company for the three-month and six-month periods, as applicable, ended March 31, 2017 and 2016, June 30, 2017 and 2016 and as of March 31, 2017 and June 30, 2017.

(f) Subsequent to the Execution Time or, if earlier, the dates as of which information is given in the Registration Statement (exclusive of any amendment thereof), the Preliminary Prospectus Supplement and the Final Prospectus Supplement (exclusive of any amendment or supplement thereto), there shall not have been (i) any change or decrease specified in the letter or letters referred to in paragraph (e) of this Section 6 or (ii) any change, or any development involving a prospective change, in or affecting the condition (financial or otherwise), earnings, business or properties of the Company and its subsidiaries, taken as a whole, whether or not arising from transactions in the ordinary

course of business, except as set forth in or contemplated in the Registration Statement, the Preliminary Prospectus Supplement and the Final Prospectus Supplement (exclusive of any amendment or supplement thereto) the effect of which, in any case referred to in clause (i) or (ii) above, is, in the sole judgment of the Representatives, so material and adverse as to make it impractical or inadvisable to proceed with the offering or delivery of the Securities as contemplated by the Registration Statement (exclusive of any amendment thereof), the Preliminary Prospectus Supplement and the Final Prospectus Supplement (exclusive of any amendment or supplement thereto).

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

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

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

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

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

8. Indemnification and Contribution. (a) The Company agrees to indemnify and hold harmless each Underwriter, the directors, officers, employees, affiliates and agents of each Underwriter and each person who controls any Underwriter within the meaning of either the Act or the Exchange Act against any and all losses, claims, damages or liabilities, joint or several, to which they or any of them may become subject under the Act, the Exchange Act or other Federal

or state statutory law or regulation, at common law or otherwise, insofar as such losses, claims, damages or liabilities (or actions in respect thereof) arise out of, or are based upon any untrue statement or alleged untrue statement of a material fact contained in the Registration Statement for the registration of the Securities as originally filed or in any amendment thereof, or in the Preliminary Prospectus Supplement, the Final Prospectus Supplement, any Issuer Free Writing Prospectus or the information contained in the Final Term Sheet, or in any amendment thereof or supplement thereto, or arise out of or are based upon the omission or alleged omission to state therein a material fact required to be stated therein or necessary to make the statements therein not misleading, and agrees to reimburse each such indemnified party, as incurred, for any legal or other expenses reasonably incurred by them in connection with investigating or defending any such loss, claim, damage, liability or action; provided, however, that the Company will not be liable in any such case to the extent that any such loss, claim, damage or liability arises out of or is based upon any such untrue statement or alleged untrue statement or omission or alleged omission made therein in reliance upon and in conformity with written information furnished to the Company by or on behalf of any Underwriter through the Representatives specifically for inclusion therein, it being understood and agreed that the only such information furnished by or on behalf of any Underwriter consists of the information described as such in Section 8(b) hereof. This indemnity agreement will be in addition to any liability which the Company may otherwise have.

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

(c) Promptly after receipt by an indemnified party under this Section 8 of notice of the commencement of any action, such indemnified party will, if a claim in respect thereof is to be made against the indemnifying party under this Section 8, notify the indemnifying party in writing of the commencement thereof; but the failure so to notify the indemnifying party (i) will not relieve it from liability under paragraph (a) or (b) above unless and to the extent it did not otherwise learn of such action and such failure results in the forfeiture by the indemnifying party of substantial rights and defenses and (ii) will not, in any event, relieve the indemnifying party from any obligations to any indemnified party other than the indemnification obligation provided in paragraph (a) or (b) above. The indemnifying party shall be entitled to appoint counsel of the indemnifying party's choice at the indemnifying party's expense to represent the indemnified party

in any action for which indemnification is sought (in which case the indemnifying party shall not thereafter be responsible for the fees and expenses of any separate counsel retained by the indemnified party or parties except as set forth below); provided, however, that such counsel shall be satisfactory to the indemnified party. Notwithstanding the indemnifying party's election to appoint counsel to represent the indemnified party in an action, the indemnified party shall have the right to employ separate counsel (including local counsel), and the indemnifying party shall bear the reasonable fees, costs and expenses of such separate counsel if (A) the use of counsel chosen by the indemnifying party to represent the indemnified party would present such counsel with a conflict of interest, (B) the actual or potential defendants in, or targets of, any such action include both the indemnified party and the indemnifying party and the indemnified party shall have reasonably concluded that there may be legal defenses available to it and/or other indemnified parties which are different from or additional to those available to the indemnifying party, (C) the indemnifying party shall not have employed counsel satisfactory to the indemnified party to represent the indemnified party within a reasonable time after notice of the institution of such action or (D) the indemnifying party shall authorize the indemnified party to employ separate counsel at the expense of the indemnifying party. An indemnifying party will not, without the prior written consent of the indemnified parties, settle or compromise or consent to the entry of any judgment with respect to any pending or threatened claim, action, suit or proceeding in respect of which indemnification or contribution may be sought hereunder (whether or not the indemnified parties are actual or potential parties to such claim or action) unless such settlement, compromise or consent includes (i) an unconditional release of each indemnified party from all liability arising out of such claim, action, suit or proceeding; and (ii) does not include a statement as to, or an admission of, fault, culpability or a failure to act, by or on behalf of any indemnified party.

(d) In the event that the indemnity provided in paragraph (a) or (b) of this Section 8 is unavailable to or insufficient to hold harmless an indemnified party for any reason, the Company and the Underwriters severally agree to contribute to the aggregate losses, claims, damages and liabilities (including legal or other expenses reasonably incurred in connection with investigating or defending same) (collectively "Losses") to which the Company and one or more of the Underwriters may be subject in such proportion as is appropriate to reflect the relative benefits received by the Company on the one hand and by the Underwriters on the other from the offering of the Securities. If the allocation provided by the immediately preceding sentence is unavailable for any reason, the Company and the Underwriters severally shall contribute in such proportion as is appropriate to reflect not only such relative benefits but also the relative fault of the Company on the one hand and of the Underwriters on the other in connection with the statements or omissions which resulted in such Losses as well as any other relevant equitable considerations. Benefits received by the Company shall be deemed to be equal to the total net proceeds from the offering (before deducting expenses) received by it, and benefits received by the Underwriters shall be deemed to be equal to the total underwriting discounts and commissions, in each case as set forth on the cover page of the Final Prospectus Supplement. Relative fault shall be determined by reference to, among other things, whether any untrue or any alleged untrue statement of a material fact or the omission or alleged omission to state a material fact relates to information provided by the Company on the one hand or the Underwriters on the other, the intent of the parties and their relative knowledge, access to information and opportunity to correct or prevent such untrue statement or omission. In no case shall any Underwriter (except as may be provided in any agreement

among underwriters relating to the offering of the Securities) be responsible for any amount pursuant to this paragraph (d) in excess of the underwriting discount or commission applicable to the Securities purchased by such Underwriter hereunder. The Company and the Underwriters agree that it would not be just and equitable if contribution were determined by pro rata allocation or any other method of allocation which does not take account of the equitable considerations referred to above. Notwithstanding the provisions of this paragraph (d), no person guilty of fraudulent misrepresentation (within the meaning of Section 11(f) of the Act) shall be entitled to contribution from any person who was not guilty of such fraudulent misrepresentation. For purposes of this Section 8, each person who controls an Underwriter within the meaning of either the Act or the Exchange Act and each director, officer, employee and agent of an Underwriter shall have the same rights to contribution as such Underwriter, and each person who controls the Company within the meaning of either the Act or the Exchange Act, each officer of the Company who shall have signed the Registration Statement and each director of the Company shall have the same rights to contribution as the Company, subject in each case to the applicable terms and conditions of this paragraph (d).

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

10. Certain Acknowledgements by the Company. The Company acknowledges and agrees that the Underwriters are acting solely in the capacity of an arm's length contractual counterparty to the Company with respect to the offering of Securities contemplated hereby (including in connection with determining the terms of the offering) and not as a financial advisor or a fiduciary to, or an agent of, the Company or any other person. Additionally, neither the Representative nor any other Underwriter is advising the Company or any other person as to any legal, tax, investment, accounting or regulatory matters in any jurisdiction. The Company shall consult with its own advisors concerning such matters and shall be responsible for making its own

independent investigation and appraisal of the transactions contemplated hereby, and the Underwriters shall have no responsibility or liability to the Company with respect thereto. Any review by the Underwriters of the Company, the transactions contemplated hereby or other matters relating to such transactions will be performed solely for the benefit of the Underwriters and shall not be on behalf of the Company.

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

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

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

14. Notices. All communications hereunder will be in writing and effective only on receipt, and, if sent to the Representatives, will be mailed, delivered or sent by facsimile or e-mail transmission to each of BNP Paribas Securities Corp., 787 7th Avenue, New York, New York 10019, Attention: Debt Syndicate (e-mail: new.york.syndicate@bnpparibas.com); Citigroup Global Markets Inc., 388 Greenwich Street, New York, New York 10013, Attention: General Counsel (fax no.: (646) 291-1469); MUFG Securities Americas Inc., 1221 Avenue of the Americas, 6th Floor, New York, New York 10020-1001, Attention: Capital Markets Group (fax no.: (646) 434-3455); or, if sent to the Company, will be mailed, delivered or sent by facsimile transmission to Edison International, Assistant Treasurer, 2244 Walnut Grove Ave., Rosemead, California 91770 (fax no.:

(626) 302-1472) and confirmed to the attention of the General Counsel at the same address, c/o Michael Henry (fax no.: (626) 302-4106).

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

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

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

17. Counterparts. This Agreement may be signed in one or more counterparts, each of which shall constitute an original and all of which together shall constitute one and the same agreement.

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

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

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

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

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

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

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

“Commission” shall mean the Securities and Exchange Commission.

“Disclosure Package” shall mean (i) the Preliminary Prospectus Supplement, as amended and supplemented to the Initial Sale Time, (ii) the Issuer Free Writing

Prospectuses, if any, identified in Schedule IV hereto, (iii) the Final Term Sheet, and (iv) any other Free Writing Prospectus that the parties hereto shall hereafter expressly agree in writing to treat as part of the Disclosure Package.

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

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

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

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

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

“Initial Sale Time” shall mean 2:10 p.m. (Eastern time) on the date of this Underwriting Agreement.

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

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

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

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

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

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

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

Very truly yours,

EDISON INTERNATIONAL

By: /s/ George T. Tabata

Name: George T. Tabata

Title: Assistant Treasurer

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

BNP PARIBAS SECURITIES CORP.

By: /s/ Paul Lange _____

Name: Paul Lange

Title: Managing Director

Debt Capital Markets

[Signature page to Underwriting Agreement]

CITIGROUP GLOBAL MARKETS INC.

By: /s/ Adam D. Bordner

Name: Adam D. Bordner

Title: Vice President

[Signature page to Underwriting Agreement]

MUFG SECURITIES AMERICAS INC.

By: /s/ Brian Cogliandro

Name: Brian Cogliandro

Title: Managing Director

Head of U.S. Syndicate

[Signature page to Underwriting Agreement]

SCHEDULE I

<u>Underwriter</u>	<u>Principal Amount of Notes to be Purchased</u>
BNP Paribas Securities Corp.	\$120,000,000
Citigroup Global Markets Inc.	\$120,000,000
MUFG Securities Americas Inc.	\$120,000,000
Mizuho Securities USA LLC	\$20,000,000
TD Securities (USA) LLC	\$20,000,000
Total	\$400,000,000



\$400,000,000
2.40% Senior Notes Due 2022

SUMMARY OF TERMS

Security:	2.40% Senior Notes Due 2022
Issuer:	Edison International (EIX)
Principal Amount:	\$400,000,000
Expected Ratings of Securities*:	[Reserved.]
Trade Date:	August 17, 2017
Settlement Date:	August 22, 2017 (T+3)
Maturity Date:	September 15, 2022
Benchmark US Treasury:	1.875% due July 31, 2022
Benchmark US Treasury Price:	100-16
Benchmark US Treasury Yield:	1.769%
Spread to Benchmark US Treasury:	T + 70 basis points
Reoffer Yield:	2.469%
Coupon:	2.40% per annum
Coupon Payment Dates:	March 15 and September 15
First Coupon Payment Date:	March 15, 2018
Public Offering Price:	99.672% of Principal Amount
Optional Redemption:	Callable at any time prior to August 15, 2022, in whole or in part, at a "make whole" premium of T + 12.5 basis points. At any time on or after August 15, 2022, callable, in whole or in part, at 100% of the principal amount of the notes being redeemed plus accrued and unpaid interest to but excluding the date of redemption.
CUSIP/ISIN:	281020 AL1 / US281020AL15
Joint Book-Running Managers:	BNP Paribas Securities Corp. ("BNP Paribas") Citigroup Global Markets Inc. ("Citigroup") MUFG Securities Americas Inc. ("MUFG")
Co-Managers:	Mizuho Securities USA LLC TD Securities (USA) LLC

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

The issuer has filed a registration statement (including a prospectus) with the SEC for the offering to which this communication relates. Before you invest, you should read the prospectus in that registration statement and other documents the issuer has filed with the SEC for more complete information about the issuer and this offering. You may get these documents for free by visiting EDGAR on the SEC web site at www.sec.gov. Alternatively, the issuer, any underwriter or any dealer participating in the offering will arrange to send you the prospectus if you request it by calling BNP Paribas at 1-800-854-5674, Citigroup at 1-800-831-9146 or MUFG at 1-877-649-6848.

SCHEDULE III

List of Significant Subsidiaries of the Company

Southern California Edison Company

SCHEDULE IV

Schedule of Free Writing Prospectuses included in the Disclosure Package

NONE

Fourth Supplemental Indenture

Dated as of August 22, 2017

**Supplement to the Senior Indenture
Dated as of September 10, 2010**

EDISON INTERNATIONAL

Issuer

and

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

Trustee

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EXHIBIT A	

FOURTH SUPPLEMENTAL INDENTURE, dated as of August 22, 2017 (this “Fourth Supplemental Indenture”), by and between **EDISON INTERNATIONAL**, a corporation duly organized and existing under the laws of the State of California (the “Corporation” or the “Issuer”), and **THE BANK OF NEW YORK MELLON TRUST COMPANY, N.A.**, a national banking association, as Trustee under the Base Indenture (as hereinafter defined) (the “Trustee”).

RECITALS OF THE CORPORATION

A. The Corporation and the Trustee are parties to that certain Senior Indenture, dated as of September 10, 2010 (the “Base Indenture”) providing for the issuance by the Corporation of an unlimited number of series of Securities (as defined in the Base Indenture) from time to time.

B. Under the Base Indenture, the Corporation is authorized to establish one or more series of Securities at any time in accordance with and subject to the provisions of the Base Indenture, and the terms of such series of Securities may be described by a supplemental indenture executed by the Corporation and the Trustee.

C. The execution and delivery of this Fourth Supplemental Indenture has been authorized by a Board Resolution (as defined in the Base Indenture).

D. Concurrent with the execution hereof, the Corporation has caused its counsel to deliver to the Trustee an Opinion of Counsel (as defined in the Base Indenture) pursuant to Section 102 of the Base Indenture.

E. The Corporation has done all things necessary to make this Fourth Supplemental Indenture a legal, valid and binding agreement of the Corporation, in accordance with its terms.

NOW, THEREFORE, the Corporation and the Trustee agree, for the benefit of each other and for the equal and proportionate benefit of Holders of the 2.40% Senior Notes (as defined below) with respect to all provisions herein applicable to such series of notes, as follows:

ARTICLE I

DEFINITIONS

Section 101. Definitions.

Unless the context otherwise requires, capitalized terms used but not defined herein have the meaning set forth in the Base Indenture. The following additional terms are hereby established for purposes of this Fourth Supplemental Indenture and shall have the meanings set forth in this Fourth Supplemental Indenture only for purposes of this Fourth Supplemental Indenture:

“2.40% Senior Notes” has the meaning specified in Section 201.

“Adjusted Treasury Rate” means, for any Redemption Date, the rate per year equal to the semi-annual equivalent yield to maturity of the Comparable Treasury Issue, assuming a price for the Comparable Treasury Issue (expressed as a percentage of its principal amount) equal to the Comparable Treasury Price for the Redemption Date.

“Comparable Treasury Issue” means the United States Treasury security or securities selected by an Independent Investment Banker as having an actual or interpolated maturity comparable to the remaining term to stated maturity of the 2.40% Senior Notes to be redeemed that would be utilized, at the time of selection and in accordance with customary financial practice, in pricing new issues of corporate debt securities of comparable maturity to the remaining term of such 2.40% Senior Notes.

“Comparable Treasury Price” means, for any Redemption Date, the average of the Reference Treasury Dealer Quotations for such Redemption Date, or if only one Reference Treasury Dealer quotation is received, such quotation.

“Independent Investment Banker” means Citigroup Global Markets Inc. or its successor or, if such firm or its successor, as applicable, is unwilling or unable to select the Comparable Treasury Issue, one of the remaining Reference Treasury Dealers appointed by the Corporation.

“Maturity Date” has the meaning specified in Section 205.

“Redemption Price” has the meaning set forth in Section 301 hereto.

“Reference Treasury Dealer” means (1) BNP Paribas Securities Corp., Citigroup Global Markets Inc. and any other primary U.S. Government securities dealer in the United States of America (a “Primary Treasury Dealer”) designated by, and not affiliated with, any of the foregoing or their successors, provided, however, that if any of the foregoing, or any of their designees, ceases to be a Primary Treasury Dealer, the Corporation will appoint another Primary Treasury Dealer as a substitute, and (2) any other Primary Treasury Dealer selected by the Corporation.

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

The words “herein,” “hereof” and “hereunder” and other words of similar import refer to this Fourth Supplemental Indenture as a whole and not to any particular Article, Section or other subdivision.

ARTICLE II

ESTABLISHMENT OF THE 2.40% SENIOR NOTES

Section 201. Establishment and Designation of the 2.40% Senior Notes.

Pursuant to the terms hereof and Section 301 of the Base Indenture, the Corporation hereby establishes a series of Securities designated as the “2.40% Senior Notes due 2022” (the “2.40% Senior Notes”). The 2.40% Senior Notes series may be reopened, from time to time, for issuances of additional Securities of such series, and any additional Securities issued and comprising 2.40% Senior Notes shall have identical terms as the 2.40% Senior Notes, except that the issue price, issue date and, in some cases, the first Interest Payment Date may differ.

Section 202. Form of the 2.40% Senior Notes.

The 2.40% Senior Notes shall be issued in the form of one or more Global Securities in substantially the form set forth in Exhibit A hereto.

Section 203. Minimum Denomination.

The 2.40% Senior Notes shall be issued in minimum denominations of \$1,000 and integral multiples thereof.

Section 204. Principal Amount of the 2.40% Senior Notes.

The 2.40% Senior Notes shall be issued in an initial aggregate principal amount of \$400,000,000.

Section 205. Interest Rates; Stated Maturity of the 2.40% Senior Notes.

The 2.40% Senior Notes shall bear interest at the rate of 2.40% per annum and shall have a Stated Maturity of September 15, 2022 (the “Maturity Date”). Interest on the 2.40% Senior Notes shall be computed on the basis of a 360-day year of twelve 30-day months; provided that for any partial 30-day month interest shall be computed on the basis of the actual number of days over a 30-day month. Interest on the 2.40% Senior Notes shall be payable on each March 15 and September 15, commencing March 15, 2018 (each an “Interest Payment Date”).

Section 206. No Sinking Fund.

No sinking fund is provided for the 2.40% Senior Notes.

Section 207. Time for Payment.

The Corporation shall make payments of principal, premium, if any, and accrued but unpaid interest on the 2.40% Senior Notes by 11:00 a.m., New York City time, on each Interest Payment Date and on the Redemption Date and the Maturity Date, each as applicable.

Section 208. Paying Agent and Security Registrar.

The Trustee is hereby appointed as initial Paying Agent and initial Security Registrar for the 2.40% Senior Notes. The 2.40% Senior Notes shall be payable at the Corporate Trust Office of the Trustee.

Section 209. Global Securities; Initial Depository for Global Securities; Legend.

The 2.40% Senior Notes are to be issuable only as registered securities without coupons. The 2.40% Senior Notes may be issued in whole or in part in the form of one or more Global Securities. The initial depository for any such Global Securities shall be The Depository Trust Company (“DTC”). For so long as DTC serves as the Depository with respect to any such Global Securities, such Global Securities authenticated and delivered hereunder shall bear legend in substantially the following form:

UNLESS THIS CERTIFICATE IS PRESENTED BY AN AUTHORIZED REPRESENTATIVE OF THE DEPOSITARY TO THE COMPANY OR ITS AGENT FOR REGISTRATION OF TRANSFER, EXCHANGE OR PAYMENT, AND ANY CERTIFICATE ISSUED IS REGISTERED IN THE NAME OF CEDE & CO. OR IN SUCH OTHER NAME AS IS REQUESTED BY AN AUTHORIZED REPRESENTATIVE OF THE DEPOSITARY (AND ANY PAYMENT IS MADE TO CEDE & CO. OR TO SUCH OTHER ENTITY AS IS REQUESTED BY AN AUTHORIZED REPRESENTATIVE OF THE DEPOSITARY), ANY TRANSFER, PLEDGE, OR OTHER USE HEREOF FOR VALUE OR OTHERWISE BY OR TO ANY PERSON IS WRONGFUL, INASMUCH AS THE REGISTERED OWNER HEREOF, CEDE & CO., HAS AN INTEREST HEREIN.

Section 210. Regular Record Date.

With respect to each Interest Payment Date, the Regular Record Date for the 2.40% Senior Notes shall be March 1 or September 1 (whether or not a Business Day), as the case may be, next preceding such Interest Payment Date.

Section 211. Other Terms of the 2.40% Senior Notes.

The other terms of the 2.40% Senior Notes shall be as expressly set forth herein and in Exhibit A.

ARTICLE III

OPTIONAL REDEMPTION BY THE CORPORATION

Section 301. Optional Redemption.

Subject to the terms and conditions of the Base Indenture, the 2.40% Senior Notes are redeemable at the option of the Corporation in whole or in part at any time at the price set forth below (the "Redemption Price").

The Redemption Price for the 2.40% Senior Notes to be redeemed on any Redemption Date prior to August 15, 2022, will be equal to the greater of the following amounts:

(1) 100% of the principal amount of the 2.40% Senior Notes to be redeemed; or

(2) the sum of the present values of the remaining scheduled payments of principal and interest on the 2.40% Senior Notes to be redeemed on that Redemption Date (not including any portion of any payments of interest accrued to the redemption date) discounted to the Redemption Date on a semi-annual basis at the Adjusted Treasury Rate plus 12.5 basis points, as determined by the Independent Investment Banker;

plus, in each case, accrued and unpaid interest on the notes to be redeemed to the Redemption Date.

The Redemption Price for the 2.40% Senior Notes to be redeemed on any Redemption Date on or after August 15, 2022 will be equal to 100% of the principal amount of the 2.40% Senior Notes being redeemed plus accrued and unpaid interest thereon to but excluding the Redemption Date.

Notwithstanding the foregoing, installments of interest on the 2.40% Senior Notes that are due and payable on Interest Payment Dates falling on or prior to a Redemption Date will be payable on the Interest Payment Date to the registered Holders as of the close of business on the relevant Record Date according to the 2.40% Senior Notes and the Base Indenture. The Redemption Price will be calculated on the basis of a 360-day year consisting of twelve 30-day months.

Section 302. Calculation of Redemption Price.

The Company shall calculate the Redemption Price for any redemption of the 2.40% Senior Notes pursuant to Section 301 and notify the Trustee of such Redemption Price before it sends the amount of the Redemption Price to the Trustee or any Paying Agent.

Section 303. Notice of Redemption

Notice of any redemption pursuant to Section 301 shall be given in the manner and at the time set forth in Section 1104 of the Base Indenture; provided, however, that such notice need not state the dollar amount of the Redemption Price if such dollar amount has not been determined pursuant to Section 301 hereof as of the date such notice is being given to the Holders of the 2.40% Senior Notes being redeemed.

ARTICLE IV

MISCELLANEOUS

Section 401. Application of Fourth Supplemental Indenture.

Except as provided herein, each and every term and condition contained in this Fourth Supplemental Indenture that modifies, amends or supplements the terms and conditions of the Base Indenture shall apply only to 2.40% Senior Notes established hereby and not to any other series of Securities established or to be established under the Base Indenture. Except as specifically amended and supplemented by, or to the extent inconsistent with, this Fourth Supplemental Indenture, the Base Indenture shall remain in full force and effect and is hereby ratified and confirmed.

Section 402. Effective Date of Fourth Supplemental Indenture.

This Fourth Supplemental Indenture shall be effective upon the execution and delivery hereof by each of the parties hereto.

Section 403. Counterparts.

This Fourth Supplemental Indenture may be executed in any number of counterparts, each of which so executed shall be deemed to be an original, but all such counterparts shall together constitute but one and the same instrument.

Section 404. No Trustee Representations.

The Trustee makes no representations as to the validity or sufficiency of this Fourth Supplemental Indenture. The statements and recitals herein are deemed to be those of the Corporation and not of the Trustee.

In witness whereof, the parties hereto have caused this Fourth Supplemental Indenture to be duly executed as of the day and year first above written.

EDISON INTERNATIONAL

By /s/ George T. Tabata
George T. Tabata
Assistant Treasurer

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

By /s/ Lawrence M. Kusch
Lawrence M. Kusch
Vice President

EXHIBIT A
FORM OF 2.40% SENIOR NOTES DUE 2022

[THIS SECURITY IS A GLOBAL SECURITY WITHIN THE MEANING OF THE INDENTURE HEREINAFTER REFERRED TO AND IS REGISTERED IN THE NAME OF A DEPOSITARY OR A NOMINEE THEREOF. THIS SECURITY MAY NOT BE EXCHANGED IN WHOLE OR IN PART FOR A SECURITY REGISTERED, AND NO TRANSFER OF THIS SECURITY IN WHOLE OR IN PART MAY BE REGISTERED, IN THE NAME OF ANY PERSON OTHER THAN SUCH DEPOSITARY OR A NOMINEE THEREOF, EXCEPT IN THE LIMITED CIRCUMSTANCES DESCRIBED IN THE INDENTURE.]

[INSERT THE FOLLOWING LEGEND IF A GLOBAL SECURITY AND THE DEPOSITARY TRUST COMPANY SERVES AS THE DEPOSITARY WITH RESPECT TO THE GLOBAL SECURITY: UNLESS THIS CERTIFICATE IS PRESENTED BY AN AUTHORIZED REPRESENTATIVE OF THE DEPOSITARY TO THE COMPANY OR ITS AGENT FOR REGISTRATION OF TRANSFER, EXCHANGE OR PAYMENT, AND ANY CERTIFICATE ISSUED IS REGISTERED IN THE NAME OF CEDE & CO. OR IN SUCH OTHER NAME AS IS REQUESTED BY AN AUTHORIZED REPRESENTATIVE OF THE DEPOSITARY (AND ANY PAYMENT IS MADE TO CEDE & CO. OR TO SUCH OTHER ENTITY AS IS REQUESTED BY AN AUTHORIZED REPRESENTATIVE OF THE DEPOSITARY), ANY TRANSFER, PLEDGE, OR OTHER USE HEREOF FOR VALUE OR OTHERWISE BY OR TO ANY PERSON IS WRONGFUL, INASMUCH AS THE REGISTERED OWNER HEREOF, CEDE & CO., HAS AN INTEREST HEREIN.]

EDISON INTERNATIONAL
2.40% SENIOR NOTES DUE 2022

No. _____

§ _____
CUSIP No. 281020AL1

Edison International, a corporation duly organized and existing under the laws of the State of California (herein called the "Corporation," which term includes any successor Person under the Indenture hereinafter referred to), for value received, hereby promises to pay to _____, or registered assigns, the principal sum of _____ (\$ _____) on September 15, 2022, and to pay accrued but unpaid interest thereon on each March 15 and September 15 (commencing March 15, 2018) (each, an "Interest Payment Date"). Interest shall accrue from the most recent Interest Payment Date to which interest has been paid or duly provided for, or if no interest has been paid from August 22, 2017 to but excluding the Interest Payment Date or other date of payment for which accrued interest is paid, at the rate of 2.40% per annum, until the principal hereof is paid or made available for payment. Interest on

the Security shall be computed on the basis of a 360-day year of twelve 30-day months provided that for any partial 30-day month interest shall be computed on the basis of the actual number of days over a 30-day month. The interest so payable, and punctually paid or duly provided for, on any Interest Payment Date will, as provided in such Indenture, be paid to the Person in whose name this Security (or one or more Predecessor Securities) is registered at the close of business on the Regular Record Date for such interest, which shall be March 1 or September 1 (whether or not a Business Day), as the case may be, next preceding such Interest Payment Date. Any such interest not so punctually paid or duly provided for will forthwith cease to be payable to the Holder on such Regular Record Date and may either be paid to the Person in whose name this Security (or one or more Predecessor Securities) is registered at the close of business on a Special Record Date for the payment of such Defaulted Interest to be fixed by the Trustee, notice whereof shall be given to Holders of Securities of this series not less than 10 days prior to such Special Record Date, or be paid at any time in any other lawful manner not inconsistent with the requirements of any securities exchange on which the Securities of this series may be listed, and upon such notice as may be required by such exchange, all as more fully provided in said Indenture.

Payment of the principal of (and premium, if any) and any such interest on this Security will be made at the office or agency of the Corporation maintained for that purpose, in such coin or currency of the United States of America as at the time of payment is legal tender for payment of public and private debts; provided, however, that at the option of the Corporation payment of interest may be made by check mailed to the address of the Person entitled thereto as such address shall appear in the Security Register or by wire transfer at such place and to such account at a banking institution in the United States as may be designated in writing to the Trustee at least sixteen (16) days prior to the date for payment by the Person entitled thereto.

Reference is hereby made to the further provisions of this Security set forth on the reverse hereof, which further provisions shall for all purposes have the same effect as if set forth at this place.

Unless the certificate of authentication hereon has been executed by the Trustee referred to on the reverse hereof by manual signature, this Security shall not be entitled to any benefit under the Indenture or be valid or obligatory for any purpose.

IN WITNESS WHEREOF, the Corporation has caused this instrument to be duly executed.

EDISON INTERNATIONAL

By_____

Attest:

TRUSTEE'S CERTIFICATE OF AUTHENTICATION

This is one of the Securities of the series designated therein referred to in the within-mentioned Indenture.

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

As Trustee

By: _____
Authorized Signatory

Dated: _____

Form of Reverse of Security

This Security is one of a duly authorized issue of securities of the Corporation (herein called the “Securities”), issued and to be issued in one or more series under a Senior Indenture, dated as of September 10, 2010 (herein called the “Indenture,” which term shall have the meaning assigned to it in such instrument and shall include the Fourth Supplemental Indenture, dated as of August 22, 2017), between the Corporation and The Bank of New York Mellon Trust Company, N.A., as Trustee (herein called the “Trustee,” which term includes any successor trustee under the Indenture), and reference is hereby made to the Indenture for a statement of the respective rights, limitation of rights, duties and immunities thereunder of the Corporation, the Trustee and the Holders of the Securities and of the terms upon which the Securities are, and are to be, authenticated and delivered. This Security is one of the series designated on the face hereof.

Subject to the terms and conditions of the Indenture, the Securities are redeemable at the option of the Corporation (“Optional Redemption”), in whole or in part at any time at the price set forth below (the “Redemption Price”).

The Redemption Price for the 2.40% Senior Notes to be redeemed on any Redemption Date prior to August 15, 2022, will be equal to the greater of the following amounts:

(1) 100% of the principal amount of the 2.40% Securities to be redeemed; or

(2) the sum of the present values of the remaining scheduled payments of principal and interest on the 2.40% Senior Notes to be redeemed on that Redemption Date (not including any portion of any payments of interest accrued to the redemption date) discounted to the Redemption Date on a semi-annual basis at the Adjusted Treasury Rate plus 12.5 basis points, as determined by the Independent Investment Banker;

plus, in each case, accrued and unpaid interest on the notes to be redeemed to the Redemption Date.

The Redemption Price for the 2.40% Senior Notes to be redeemed on any Redemption Date on or after August 15, 2022 will be equal to 100% of the principal amount of the 2.40% Senior Notes being redeemed plus accrued and unpaid interest thereon to but excluding the Redemption Date.

Notwithstanding the foregoing, installments of interest on the Securities that are due and payable on Interest Payment Dates falling on or prior to a Redemption Date will be payable on the Interest Payment Date to the registered Holders as of the close of business on the relevant Record Date according to the Securities and the Indenture. The Redemption Price will be calculated on the basis of a 360-day year consisting of twelve 30-day months.

In the case of an Optional Redemption, notice of redemption will be in writing and mailed first-class postage-prepaid not less than 30 days nor more than 60 days prior to the Redemption Date to each Holder of the Securities to be redeemed at the Holder's registered address; provided, however, that such notice need not state the dollar amount of the Redemption Price if such dollar amount has not been determined as of the date such notice is being given to the Holders of the Securities being redeemed. If money sufficient to pay the Redemption Price of all the Securities (or portions thereof) to be redeemed on the Redemption Date is deposited with the Paying Agent or the Trustee on or prior to the Redemption Date, from and after such Redemption Date such Securities or portions thereof shall cease to bear interest.

Securities in denominations larger than \$1,000 in principal amount may be redeemed in part but only in integral multiples of \$1,000.

In the event of redemption of this Security in part only, a new Security or Securities of this series and of like tenor for the unredeemed portion hereof will be issued in the name of the Holder hereof upon the cancellation hereof.

The Indenture contains provisions for defeasance at any time of the entire indebtedness of this Security or certain restrictive covenants and Events of Default with respect to this Security, in each case, upon compliance with certain conditions set forth in the Indenture.

If an Event of Default with respect to Securities of this series shall occur and be continuing, the principal of the Securities of this series may be declared due and payable in the manner and with the effect provided in the Indenture.

The Indenture permits, with certain exceptions as therein provided, the amendment thereof and the modification of the rights and obligations of the Corporation and the rights of the Holders of the securities of all series affected under the Indenture at any time by the Corporation and the Trustee with the consent of the Holders of a majority in principal amount of the securities of all series at the time Outstanding affected thereby (voting as one class). The Indenture contains provisions permitting the Holders of not less than a majority in principal amount of the securities of all series at the time Outstanding with respect to which a default under the Indenture shall have occurred and be continuing (voting as one class), on behalf of the Holders of the securities of all such series, to waive, with certain exceptions, such past default with respect to all such series and its consequences. The Indenture also permits the Holders of not less than a majority in principal amount of the securities of each series at the time Outstanding, on behalf of the Holders of all securities of such series, to waive compliance by the Corporation with certain provisions of the Indenture. Any such consent or waiver by the Holder of this Security shall be conclusive and binding upon such Holder and upon all future Holders of this Security and of any Security issued upon the registration of transfer hereof or in exchange therefor or in lieu hereof, whether or not notation of such consent or waiver is made upon this Security.

As provided in and subject to the provisions of the Indenture, the Holder of this Security shall not have the right to institute any proceeding with respect to the Indenture or for the appointment of a receiver or trustee or for any other remedy thereunder unless such Holder shall have previously given the Trustee written notice of a continuing Event of Default with respect to

the Securities of this series, the Holders of not less than 33% in principal amount of the Securities of this series at the time Outstanding shall have made written request to the Trustee to institute proceedings in respect of such Event of Default as Trustee and offered the Trustee indemnity satisfactory to it, and the Trustee shall not have received from the Holders of a majority in principal amount of Securities of this series at the time Outstanding a direction inconsistent with such request, and shall have failed to institute any such proceeding, for 60 days after receipt of such notice, request and offer of indemnity. The foregoing shall not apply to any suit instituted by the Holder of this Security for the enforcement of any payment of principal hereof or any premium or interest hereon on or after the respective due dates expressed herein.

No reference herein to the Indenture and no provision of this Security or of the Indenture shall alter or impair the obligation of the Corporation, which is absolute and unconditional, to pay the principal of and any premium and interest on this Security at the times, place and rate, and in the coin or currency, herein prescribed.

As provided in the Indenture and subject to certain limitations therein set forth, the transfer of this Security is registrable in the Security Register, upon surrender of this Security for registration of transfer at the office or agency of the Corporation in any place where the principal of and any premium and interest on this Security are payable, duly endorsed by, or accompanied by a written instrument of transfer in form satisfactory to the Corporation and the Security Registrar duly executed by, the Holder hereof or his attorney duly authorized in writing, and thereupon one or more new Securities of this series and of like tenor, of authorized denominations and for the same aggregate principal amount, will be issued to the designated transferee or transferees.

The Securities of this series are issuable only in registered form without coupons in denominations of \$1,000 and any integral multiple thereof. As provided in the Indenture and subject to certain limitations therein set forth, Securities of this series are exchangeable for a like aggregate principal amount of Securities of this series and of like tenor of a different authorized denomination, as requested by the Holder surrendering the same.

No service charge shall be made for any such registration of transfer or exchange, but the Corporation may require payment of a sum sufficient to cover any tax or other governmental charge payable in connection therewith.

Prior to due presentment of this Security for registration of transfer, the Corporation, the Trustee and any agent of the Corporation or the Trustee may treat the Person in whose name this Security is registered as the owner hereof for all purposes, whether or not this Security be overdue, and neither the Corporation, the Trustee nor any such agent shall be affected by notice to the contrary.

All terms used in this Security which are defined in the Indenture shall have the meanings assigned to them in the Indenture.

The Indenture and the Securities issued thereby shall be governed by and construed in accordance with the laws of the State of New York.

ASSIGNMENT FORM

To assign this Security, fill in the form below: (I) or (we) assign and transfer this Security to

(Insert assignee's soc. sec. or tax I.D. no.)

(Print or type assignee's name, address and zip code)

and irrevocably appoint

_____ to transfer this Security on the books of the Corporation.
The agent may substitute another to act for him.

Date: _____

Your signature: _____

(Sign exactly as your name appears on the face of this Senior Note)

Tax Identification No.: _____

SIGNATURE GUARANTEE:

Signatures must be guaranteed by an "eligible guarantor institution" meeting the requirements of the Security Registrar, which requirements include membership or participation in the Securities Transfer Agent Medallion Program ("*STAMP*") or such other "signature guarantee program" as may be determined by the Security Registrar in addition to, or in substitution for, *STAMP*, all in accordance with the Securities Exchange Act of 1934, as amended.

August 22, 2017

Edison International
2244 Walnut Grove Avenue
Rosemead, California 91770

Re: Registration Statement on Form S-3 (No. 333-206993); \$400,000,000 aggregate principal amount of 2.40% Senior Notes due 2022

Ladies and Gentlemen:

I have acted as counsel to Edison International, a California corporation (the "Company"), in connection with the issuance of \$400,000,000 aggregate principal amount of 2.40% Senior Notes due 2022 (the "Notes") under a Senior Indenture, dated as of September 10, 2010 (the "Base Indenture"), between the Company and The Bank of New York Mellon Trust Company, N.A., as trustee, and the Fourth Supplemental Indenture, dated August 22, 2017, setting forth the terms of the Notes (the "Fourth Supplemental Indenture" and, together with the Base Indenture, the "Indenture"), pursuant to a registration statement on Form S-3 under the Securities Act of 1933, as amended (the "Act"), filed with the Securities and Exchange Commission (the "Commission") on September 17, 2015 (Registration No. 333-206993) (the "Registration Statement"), a base prospectus dated September 17, 2015, included in the Registration Statement at the time it originally became effective (the "Base Prospectus"), a final prospectus supplement, dated August 17, 2017, filed with the Commission pursuant to Rule 424(b) under the Act on August 18, 2017 (together with the Base Prospectus, the "Prospectus") and an underwriting agreement, dated August 17, 2017, between the underwriters named therein and the Company (the "Underwriting Agreement").

This opinion is being furnished in connection with the requirements of Item 601(b)(5) of Regulation S-K under the Act, and no opinion is expressed herein as to any matter pertaining to the contents of the Registration Statement or related Prospectus, other than as expressly stated herein with respect to the issuance of the Notes.

I, or attorneys under my supervision, have examined originals or copies, certified or otherwise identified to my satisfaction, of such documents, corporate records, certificates of public officials and other instruments as I have deemed necessary or advisable for purposes of this opinion letter.

My opinions expressed below are subject to the qualification that I express no opinion as to the applicability of, compliance with, or effect of (i) any bankruptcy, insolvency, reorganization, fraudulent transfer, fraudulent conveyance, moratorium or other similar law affecting the enforcement of creditors' rights generally; (ii) general principles of equity (regardless of whether enforcement is considered in a proceeding in equity or at law); (iii) public policy considerations which may limit the rights of parties to obtain certain rights or remedies; (iv) the validity or enforceability of any provisions contained in the Indenture that purports to waive or does not give effect to rights to notices, defenses, subrogation or other rights or benefits that cannot be effectively waived under applicable law; (v) the

enforceability of indemnification provisions to the extent they purport to relate to liabilities resulting from or based upon negligence or any violation of federal or state securities or blue sky laws; (vi) the usury and blue sky laws of any jurisdiction; and (vii) the validity or unenforceability of provisions waiving the right of trial by jury.

In rendering the opinions set forth below, I have assumed that (i) all information contained in all documents reviewed by me is true and correct; (ii) all signatures on all documents examined by me are genuine; (iii) all documents submitted to me as originals are authentic and all documents submitted to me as copies conform to the originals of those documents; (iv) each natural person signing any document reviewed by me had the legal capacity to do so; (v) each person signing in a representative capacity any document reviewed by me had authority to sign in such capacity; (vi) the Notes will be issued and sold in compliance with applicable federal and state securities laws and in the manner stated in the Registration Statement and the Prospectus; (vii) the Base Indenture and the First Supplemental Indenture, have been duly authorized, executed and delivered by the parties thereto; and (viii) the Underwriting Agreement has been duly authorized and validly executed and delivered by the Company and the Underwriters. As to any facts material to the opinions expressed herein which I have not independently established or verified, I have relied upon statements and representations of officers and other representatives of the Company and others.

Based on the foregoing, and subject to the assumptions, qualifications, exclusions and other limitations contained in this letter, I am of the opinion that when the Notes have been duly executed, authenticated, issued and delivered in accordance with the provisions of the Indenture and duly delivered to the purchasers thereof against payment of the consideration therefor in accordance with the terms of the Underwriting Agreement, such Notes will be legally issued and will constitute the valid and binding obligations of the Company.

I hereby consent to the filing of this opinion as an exhibit to the Company's Form 8-K dated August 22, 2017 and to the use of my name in the Prospectus under the caption "Legal Matters." In giving such consent, I do not thereby admit that I am in the category of persons whose consent is required under Section 7 of the Act or the rules and regulations of the Commission issued thereunder.

Very truly yours,

/s/ Barbara E. Mathews

Barbara E. Mathews
Vice President, Associate General Counsel,
Chief Governance Officer and Corporate Secretary

EDISON INTERNATIONAL
RATIO OF EARNINGS TO FIXED CHARGES
(Millions of Dollars)

	2012	2013	2014	2015	2016	Six months ended June 30, 2017
Earnings:						
Income from continuing operations						
before tax and noncontrolling interest	\$ 1,861	\$ 1,221	\$ 1,979	\$ 1,568	\$ 1,590	\$ 687
Less: Income from equity investees	1	—	—	—	—	—
Income from continuing operations before income						
from equity investees, tax and noncontrolling interest	1,860	1,221	1,979	\$ 1,568	\$ 1,590	\$ 687
Add:						
Fixed charges (see below)	586	601	608	606	\$ 621	\$ 330
Amortization of capitalized interest	2	3	1	—	—	—
Distributed income of equity investees	—	—	—	—	—	—
Loss of equity investees for which charges arising from						
guarantees are included in fixed charges	—	—	—	—	—	—
Subtract:						
Interest capitalized	(8)	(6)	(2)	(1)	(1)	—
Preference security dividend requirements of consolidated subsidiaries - pre-tax basis	—	—	—	—	—	—
Noncontrolling interest of subsidiaries that have not incurred						
fixed charges - pre-tax basis	—	—	3	16	9	1
Earnings as adjusted	<u>\$ 2,440</u>	<u>\$ 1,819</u>	<u>\$ 2,589</u>	<u>\$ 2,189</u>	<u>\$ 2,219</u>	<u>\$ 1,018</u>
Fixed Charges:						
Interest expenses - net of capitalized interest and AFUDC	\$ 521	\$ 544	\$ 560	\$ 555	\$ 581	\$ 311
Add: AFUDC	40	31	25	31	23	13
Interest expenses - net of capitalized interest	561	575	585	\$ 586	\$ 604	\$ 324
Interest capitalized (1)	8	6	2	1	1	—
Interest portion of rental expense (2)	17	20	21	19	16	6
Total fixed charges	<u>\$ 586</u>	<u>\$ 601</u>	<u>\$ 608</u>	<u>\$ 606</u>	<u>\$ 621</u>	<u>\$ 330</u>
Ratio (3)	<u>4.16</u>	<u>3.03</u>	<u>4.26</u>	<u>3.61</u>	<u>3.57</u>	<u>3.08</u>

(1) Includes fixed charges associated with nuclear fuel.

(2) Rentals include the interest factor relating to certain significant rentals plus one-third of all remaining annual rentals, except for amounts allocated to power purchase contracts that are classified as operating leases.

(3) As a result of Edison Mission Energy's ("EME") bankruptcy filing, the operations of EME prior to December 17, 2012 and for all prior years, were reflected as discontinued operations in the consolidated financial statements.