On July 19, 2000, the original issue date of the Bonds, Winthrop, Stimson, Putnam & Roberts, as bond counsel, rendered its opinion to the effect that, as of such date, interest on the Bonds was excluded from the gross income of the owners thereof for federal income tax purposes, except during any period that the Bonds are held by a substantial user of the facilities or a related person, and that interest so excluded was not treated as an item of tax preference for purposes of computing the federal alternative minimum tax imposed on individuals, corporations and other taxpayers. Such opinion is not required to be, and has not been, updated or reissued in connection with this reoffering of the Bonds. Kutak Rock LLP is serving as successor Bond Counsel in connection with the reoffering of the Bonds and will render its opinion to the effect that the adjustment of the interest rate on the Bonds on the Adjustment Date for each series of Bonds will not impair the exclusion of interest on the Bonds of such series from gross income for federal income tax purposes. For a more complete discussion, see “TAX MATTERS.”

$144,400,000
MARICOPA COUNTY, ARIZONA
POLLUTION CONTROL CORPORATION
Pollution Control Revenue Refunding Bonds
(Southern California Edison Company)

$79,400,000 2000 Series A (Non-AMT) (CUSIP: 566854EM3*)
$65,000,000 2000 Series B (Non-AMT) (CUSIP: 566854EN1*)

Adjustment Date: November 19, 2021
Maturity Date: June 1, 2035

The Bonds being reoffered hereby were issued by the Maricopa County, Arizona Pollution Control Corporation (the “Issuer”) to refinance the costs of certain pollution control facilities located at the Palo Verde Nuclear Generating Station in Maricopa County, Arizona. The Bonds are special, limited obligations of the Issuer and are payable solely from and secured by a pledge of payments to be made on a separate series of First and Refunding Mortgage Bonds issued by, and otherwise from payments to be made under a separate Loan Agreement between the Issuer and,

Southern California Edison Company

Each series of the Bonds will bear interest at a Term Rate of 2.40% per annum from November 19, 2021 to, but not including, the Maturity Date, payable on each June 1 and December 1, commencing June 1, 2022. The Bonds of each series are subject to optional redemption on or after December 1, 2031 as described herein. The Bonds also are subject to extraordinary optional and mandatory redemption on the conditions and at the times described herein.

Morgan Stanley & Co. LLC will serve as lead Underwriter for the Bonds.

The Bonds are reoffered only as fully registered bonds registered initially in the name of Cede & Co., as nominee of The Depository Trust Company, New York, New York (“DTC”), which currently acts as securities depository for the Bonds as described herein. Beneficial ownership interests in the Bonds may be acquired in denominations of $5,000 and any integral multiple thereof. Beneficial owners of the Bonds will not receive physical delivery of the bond certificates except as described herein. So long as Cede & Co., as nominee of DTC, is the exclusive registered owner of the Bonds, payments of principal of, and interest on, the Bonds, will be made by The Bank of New York Mellon, as Trustee for the Bonds, to DTC on each applicable payment date. Disbursement of such payments to DTC’s participants will be the responsibility of DTC, and disbursement of such payments to beneficial owners of the Bonds will be the responsibility of such participants. See “THE BONDS—Book-Entry Only System” herein.


This cover page contains certain information for quick reference only. It is not a summary of the matters referred to herein. Investors must read this entire Reoffering Circular to obtain information essential to the making of an informed investment decision.

Price 100%

The Bonds are reoffered subject to prior sale, withdrawal or modification of the offer without notice and to certain other conditions. Certain legal matters will be passed upon by Kutak Rock LLP, Bond Counsel to the Company, by Bracewell LLP, counsel for the Underwriters, and by Michael A. Henry, Esq., Assistant General Counsel of the Company. It is expected that delivery of the Bonds in definitive form will take place through the facilities of DTC in New York, New York on November 19, 2021.

Morgan Stanley
J.P. Morgan
Barclays

Bancroft Capital
Blaylock Van, LLC
Great Pacific Securities
Stern

November 16, 2021

* Copyright, American Bankers Association (“ABA”). CUSIP data herein is provided by CUSIP Global Services managed on behalf of the ABA by S&P Global Market Intelligence, a division of S&P Global Inc. The CUSIP numbers are provided for convenience of reference only. None of the Issuer, the Company or the Underwriters assumes any responsibility for the accuracy of such numbers.
No broker, dealer, sales representative or other person has been authorized to give any information or to make any representations other than as contained in this Reoffering Circular in connection with the reoffering described herein, and if given or made, such other information or representation must not be relied upon as having been authorized by the Maricopa County, Arizona Pollution Control Corporation (the “Issuer”), Southern California Edison Company or the Underwriters. This Reoffering Circular does not constitute an offer to sell or the solicitation of an offer to buy any securities other than those described on the cover page, nor shall there be any offer to sell, solicitation of an offer to buy or sale of, such securities by any person in any jurisdiction in which it is unlawful for any person to make such offer, solicitation or sale. Neither the delivery of this Reoffering Circular nor the sale of any of the Bonds implies that the information herein is correct as of any time subsequent to the date hereof.

Information herein has been obtained from Southern California Edison Company and other sources deemed reliable, but the accuracy or completeness of such information is not guaranteed by, and should not be construed as a representation by, the Underwriters. This Reoffering Circular is submitted in connection with the sale of the securities referred to herein, and may not be reproduced or used, in whole or in part, for any other purposes. Neither the delivery of this Reoffering Circular nor the sale of any securities hereunder, under any circumstances at any time, shall imply that the information herein is correct as of any time subsequent to its date.

This Reoffering Circular and the information contained herein and in the appendices hereto (including, but not limited to, the information incorporated into APPENDIX A hereto by reference) are not to be construed to be representations by the Issuer. The Issuer neither has nor assumes any responsibility for the accuracy or completeness of any information in this Reoffering Circular or its appendices or the information incorporated by reference into APPENDIX A hereto.

IN CONNECTION WITH THIS REOFFERING, THE UNDERWRITERS MAY OVERALLOT OR EFFECT TRANSACTIONS WHICH STABILIZE OR MAINTAIN THE MARKET PRICE OF THE BONDS REOFFERED HEREBY AT A LEVEL ABOVE THAT WHICH MIGHT OTHERWISE PREVAIL ON THE OPEN MARKET. SUCH STABILIZING, IF COMMENCED, MAY BE DISCONTINUED AT ANY TIME.

THESE SECURITIES HAVE NOT BEEN APPROVED OR DISAPPROVED BY THE SECURITIES AND EXCHANGE COMMISSION OR ANY STATE SECURITIES COMMISSION NOR HAS THE SECURITIES AND EXCHANGE COMMISSION OR ANY STATE SECURITIES COMMISSION PASSED UPON THE ACCURACY OR ADEQUACY OF THIS REOFFERING CIRCULAR. ANY REPRESENTATION TO THE CONTRARY IS A CRIMINAL OFFENSE.
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This Reoffering Circular is provided to furnish information in connection with the reoffering of Pollution Control Revenue Refunding Bonds (Southern California Edison Company) 2000 Series A, in the aggregate principal amount of $79,400,000 (the “Series A Bonds”), and Pollution Control Revenue Refunding Bonds (Southern California Edison Company) 2000 Series B, in the aggregate principal amount of $65,000,000 (the “Series B Bonds”), issued by the Maricopa County, Arizona Pollution Control Corporation (the “Issuer”), each pursuant to a separate Indenture of Trust, each dated as of June 1, 2000 (as supplemented and amended, individually, an “Indenture” and, together, the “Indentures”), between the Issuer and The Bank of New York (now known as The Bank of New York Mellon), as trustee (the “Trustee”). The Bank of New York Mellon has also been appointed Registrar (the “Registrar”) and Paying Agent (the “Paying Agent”) for the Bonds of each series. The Series A Bonds and the Series B Bonds are hereinafter collectively referred to as the “Bonds.” Capitalized terms used but not defined herein (including in APPENDIX D hereto) have the meanings assigned to them in the Indenture.

Purpose

The Bonds were issued by the Issuer on July 19, 2000 at the request of Southern California Edison Company, a California corporation (the “Company”), for the purpose of refunding $144,400,000 in aggregate principal amount of the Issuer’s Adjustable Tender Pollution Control Revenue Refunding Bonds, 1985 Multiple Series B, C, D, E, F and G (Southern California Edison Company Palo Verde Project) (the “Prior Bonds”). The Prior Bonds were issued to refinance the cost to the Company of certain pollution control facilities (the “Project”) located at the Palo Verde Nuclear Generating Station (the “Generating Station”) in Maricopa County, Arizona. The Company owns a 15.8% undivided interest in the Project and the Generating Station.

Security and Sources of Payment

The proceeds from the sale of each series of the Bonds were loaned to the Company pursuant to a separate Loan Agreement, each dated as of June 1, 2000 (as supplemented and amended, individually, an “Agreement” and, together, the “Agreements”), between the Issuer and the Company and used to refund the Prior Bonds. Under each Agreement, the Company is obligated to repay the related loan by making payments at such times and in such amounts as shall be required to pay when due the principal of, and premium, if any, and interest on, the related series of Bonds (the “Repayment Installments”). The obligations of the Company to make the Repayment Installments when due pursuant to the Agreement, as described herein, and to perform and observe the other agreements on its part contained in the Agreement are absolute and unconditional, irrespective of any defense or any rights of set-off, recoupment or counterclaim it might otherwise have against the Issuer. To secure and provide for the payment of the Repayment
Installments under each Agreement, the Company has issued a separate series of First and Refunding Mortgage Bonds (individually and together, the “Series 2004 First Mortgage Bonds”) under a Trust Indenture, dated as of October 1, 1923, between the Company and The Bank of New York Mellon Trust Company, N.A. and D.G. Donovan, as successor trustees (the “First Mortgage Trustees”), as amended and supplemented (the “Company Indenture”) in the same principal amount, bearing the same rate of interest and maturing on the same date as the related series of Bonds. Each series of the Series 2004 First Mortgage Bonds contains substantially identical terms and provisions. Pursuant to the Indenture, the Issuer’s rights and interests, but not its obligations, under the Agreement and the Series 2004 First Mortgage Bonds have been assigned to the Trustee (except for certain of the Issuer’s rights to receive notices under the Agreement and payment of expenses and to indemnification and certain other purposes stated in the Indenture).

**Limited Liability**

The Bonds of each series and the interest and premium, if any, thereon are special, limited obligations of the Issuer and are payable solely from the Revenues to be received by the Issuer pursuant to the related Agreement and assigned to the Trustee pursuant to the related Indenture, including payments on the Series 2004 First Mortgage Bonds. Moreover, the facilities constituting the Project are not mortgaged, pledged or otherwise encumbered as security for the Bonds of either series. The Bonds shall never constitute an indebtedness of the Issuer, the County of Maricopa or the State of Arizona (or any political subdivision thereof) within the meaning of any provision or limitation of the Constitution or statutes of the State of Arizona, and shall never constitute or give rise to a pecuniary liability of the Issuer or a charge against the general credit or taxing powers of the County of Maricopa or the State of Arizona (or any political subdivision thereof) or the general credit of the Issuer. The Issuer has no taxing power. No owner of a Bond shall have any right to demand payment of the principal of, or premium or interest on, the Bonds out of any funds to be raised by taxation or any funds of the Issuer other than those pledged to the Trustee.

**Use of Proceeds; Concurrent Reofferings**

The Company is the current owner of the Bonds. The proceeds of the reoffering and sale of each series of the Bonds to the Underwriters on the Adjustment Date will be deposited with the Trustee under the related Indenture and delivered by the Trustee to the Company in payment of the purchase price of such series. Concurrently with the reofferings of the Bonds, other series of tax-exempt private activity bonds issued for the benefit of the Company, and currently owned by the Company, are being reoffered on November 19, 2021 in similar, but separate, transactions pursuant to separate reoffering circulars. The aggregate principal amount of all bonds being reoffered, including the Bonds, is $616,900,000. The Company intends to use the proceeds of all such reofferings to repay commercial paper borrowings and for general corporate purposes. The consummation of each of the reofferings of the Bonds (and of each series of Bonds) and each of the other reofferings of bonds described above is subject to customary closing conditions and termination provisions. However, the consummation of none of these reofferings is contingent upon the consummation of any of the others. Accordingly, it is possible that one or more of these reofferings will be consummated, while one or more of the others will not be consummated.
Miscellaneous

Brief descriptions of the Issuer, the Bonds, the Agreements, the Indentures, the Company Indenture and the Series 2004 First Mortgage Bonds are included in this Reoffering Circular, and a description of the Company is included as APPENDIX A hereto, which incorporates certain documents by reference. Such descriptions do not purport to be comprehensive. The text of the opinion of Kutak Rock LLP, Bond Counsel to the Company delivered on October 28, 2021, to the effect that the adjustment of the interest rates on the Bonds to Term Rates on the Adjustment Date will not adversely affect the tax-exempt status of interest on the Bonds is included as APPENDIX B hereto. The text of the approving opinion of Winthrop, Stimson, Putnam & Roberts, Bond Counsel at the time of the original issuance of the Bonds on July 19, 2000, is included as APPENDIX C hereto. Definitions for certain capitalized terms used herein are set forth in APPENDIX D hereto. The references herein to the Bonds, the Agreements, the Indentures, the Company Indenture and the Series 2004 First Mortgage Bonds are qualified in their entirety by reference to such documents, copies of which may be obtained at the designated corporate trust office of the Trustee at 4965 U.S. Highway 42, Suite 1000, Louisville, Kentucky 40222. In addition, a copy of the Company Indenture may be obtained upon request to the Company, or through the Internet, as described in APPENDIX A. All such descriptions are further qualified in their entirety by reference to bankruptcy, insolvency, reorganization, moratorium or similar laws or governmental actions relating to or affecting generally the enforcement of creditors’ rights.

The Issuer

The Issuer is an Arizona nonprofit corporation designated as a political subdivision under the laws of the State of Arizona and incorporated pursuant to Title 35, Chapter 6, Arizona Revised Statutes, as supplemented and amended (the “Act”). The Issuer was and is authorized and empowered by the Act to issue the Bonds, to enter into the Agreements and the Indentures and to secure the Bonds of each series by a pledge and assignment to the Trustee of the Issuer’s rights under the related Agreement, including the right to receive payments thereunder (with certain exceptions).

THE BONDS

The following is a summary of certain provisions of each series of the Bonds. Each series of the Bonds is separate and distinct from the other series of Bonds, and an Event of Default with respect to one series of Bonds will not necessarily constitute a default under the other series. Each series of the Bonds is separately secured by a pledge of Repayment Installments by the Company under the related Agreement and by a pledge of payments to be made on the related series of Series 2004 First Mortgage Bonds. A redemption of one series of the Bonds will not necessarily affect the other series of Bonds. Each series of the Bonds contains the same terms and provisions, and the following should be read as a description of each separate series of the Bonds and the related Indenture, Agreement and series of Series 2004 First Mortgage Bonds.

General

On November 19, 2021 (the “Adjustment Date”) the interest rate on the Bonds of each series will be adjusted to the Term Rate for such series set forth on the cover page hereof (each, a
“Term Rate”) and the Bonds will bear interest at the Term Rate from the Adjustment Date to, but not including, June 1, 2035 (the “Maturity Date”), payable on each June 1 and December 1, commencing June 1, 2022 (the “Interest Payment Dates”). Interest will be calculated on the basis of a 360-day year consisting of twelve 30-day months. Subject to the prior redemption of the Bonds as described below, the principal of the Bonds will be payable the Maturity Date upon surrender thereof at the Principal Office of the Paying Agent.

The Bonds will be fully registered bonds, without coupons, in denominations of $5,000 or integral multiples thereof (the “Authorized Denominations”). The Bonds are registered in the name of Cede & Co., as nominee of The Depository Trust Company, New York, New York (“DTC”), pursuant to DTC’s book-entry only system (the “Book-Entry Only System”). Purchases of beneficial interests in the Bonds will be made in book-entry form, without certificates. If at any time the Book-Entry Only System is discontinued for a series of Bonds, the Bonds of such series will be exchangeable for other fully registered certificated Bonds of the same series in any Authorized Denominations. See “THE BONDS—Book-Entry Only System—Discontinuance of Book-Entry Only System” herein. The Registrar may require the payment by any Owner of any tax or other governmental charge required to be paid with respect to such exchange or any transfer of a Bond.

The principal of and interest on the Bonds will be payable in lawful money of the United States of America. Payment of the interest on any Bond shall be made to the person appearing on the bond registration books of the Registrar as the registered holder thereof as of the close of business on the fifteenth day of the month preceding such Interest Payment Date (the “Record Date”), such interest to be paid by the Paying Agent to such registered holder (i) in the event such Bond is held in the Book-Entry Only System, in immediately available funds on the Interest Payment Date in accordance with DTC’s procedures, and (ii) in the event such Bond is not held in the Book-Entry Only System (A) in immediately available funds (by wire transfer or by deposit to the account of the holder of any such Bond if such account is maintained with the Paying Agent), according to the written instructions given by such holder to the Registrar prior to the Record Date or (B) in all other cases, by check mailed by first class mail to the holder at such holder’s address as it appears as of the Record Date on the registration books of the Registrar; except, in each case, that, if and to the extent there shall be a default in the payment of the interest due on such Interest Payment Date, such defaulted interest shall be paid to the holders in whose name any such Bonds are registered as of a special record date to be fixed by the Trustee, Both the principal and premium, if any, on the Bonds is payable upon surrender thereof in lawful money of the United States of America at the Principal Office of the Paying Agent.

Redemption

Optional Redemption. The Bonds of each series are subject to redemption in whole, or in part by lot, at any time on or after December 1, 2031 at a redemption price equal to 100% of the principal amount thereof, plus accrued interest, if any, to the redemption date upon prepayment of the Repayment Installments at the option of the Company.

Purchase of Bonds While Subject to Optional Redemption. At any time the Bonds are subject to optional redemption as described above, the Bonds will also be subject to mandatory
purchase at a purchase price equal to the principal amount thereof plus accrued interest, if any, to the date of purchase upon the Company’s election to adjust the Rate Period for the Bonds. Upon deposit with the Trustee, acting as Tender Agent under the Indenture, of funds sufficient to pay such purchase price, Bonds tendered or deemed tendered for purchase under the Indenture will cease to be Outstanding and to accrue interest as to the former holders thereof, and such Bonds may then be remarketed in the new Rate Period.

Extraordinary Optional Redemption. The Bonds of a series will be redeemed prior to maturity in whole or in part, and if in part by lot, at any time at a redemption price equal to the principal amount thereof plus accrued interest, if any, to the redemption date, upon receipt by the Trustee of a written notice from the Company stating that any of the following events has occurred (which determination shall be in the sole discretion of the Company) and that the Company therefore intends to exercise its option to prepay the Repayment Installments due under the Agreement in whole or in part pursuant to the Agreement and thereby effect the redemption of Bonds in whole or in part to the extent of such prepayments:

(a) all or part of the Project or the Generating Station has been damaged or destroyed to such an extent that, in the opinion of the Company, (i) the Project or the Generating Station or such affected portion could not reasonably be restored within a period of four months to the condition thereof immediately preceding such damage or destruction, and the Company will be prevented, or is likely to be prevented for a period of four consecutive months or more, from carrying on all or substantially all of its normal operation of the Project or the Generating Station, or (ii) the cost of restoration of the Project or the Generating Station or such affected portion will be substantially in excess of the net proceeds of insurance thereon;

(b) title to, or the temporary use of, all or a part of the Project or the Generating Station has been taken under the exercise of the power of eminent domain;

(c) changes in economic availability of raw materials, operating supplies or facilities necessary to operate all or a part of the Project or the Generating Station, or technological or other changes which make the continued operation of the Project or the Generating Station or such affected portion uneconomical, in the opinion of the Company, have occurred and have resulted in a cessation of all or substantially all of the Company’s normal operations of either the Project or the Generating Station;

(d) unreasonable burdens or excessive liabilities have been imposed upon the Issuer or the Company in respect of all or a part of the Project or the Generating Station including, without limitation, federal, state or other ad valorem, property, income or other taxes not being imposed on the date of the Agreement, as well as any statute or regulation enacted or promulgated after the date of the Agreement that prevents the Company from deducting interest in respect of the Agreement for federal income tax purposes; or

(e) all or substantially all of the property of the Company has been transferred or sold to any entity other than an affiliate of the Company or the Company has been consolidated with or merged into an entity other than an affiliate of the Company in such
manner that the Company is not the surviving entity and the surviving, resulting or transferee entity does not agree to perform the obligations of the Company.

Optional Change in Use Redemption. The Bonds are subject to redemption upon prepayment of the Repayment Installments attributable to the Bonds at the option of the Company in whole or in part by lot at any time, at a redemption price equal to 100% of the principal amount thereof, plus accrued interest, if the Company delivers to the Trustee a written notice to the effect that either:

(a) the Company has determined that some or all of the interest payable under the Agreement for any 60 days (which need not be consecutive) within any consecutive 24 month period is not or will not be deductible, in whole or in part, for federal income tax purposes by reason of Section 150(b) of the Internal Revenue Code of 1986, as amended (the “Code”) (or would not be deductible unless some or all of the Bonds are redeemed), due to a change in use of the Project or any portion thereof, and the Company will not claim deductions for such interest on its federal income tax returns; or

(b) the Company after reasonable effort has been unable to obtain an opinion of Bond Counsel that it is more likely than not that Section 150 of the Code will not prevent interest payable under the Agreement for any 60 days (which need not be consecutive) within any consecutive 24 month period from being deductible, in whole or in part, for federal income tax purposes.

In either such case, the Company may only cause the Trustee to redeem such principal amount of Bonds as the Company determines is necessary to assure that the Company retains its right to all such deductions otherwise allowable or, if a partial redemption will not enable the Company to retain the right to deduct such interest, the Company may cause the Trustee to redeem all the Outstanding Bonds.

Mandatory Redemption. The Bonds are subject to redemption in whole at any time (except as provided in clause (a) below) at a redemption price of 100% of the principal amount thereof, without premium, plus accrued interest, if any, to the redemption date, within 180 days after the occurrence of any event set forth in (a) below and immediately upon the occurrence of any event set forth in clause (b) below.

(a) Upon the occurrence of a Determination of Taxability; provided, however, that if, in the opinion of Bond Counsel delivered to the Trustee, the redemption of a specified portion of such Bonds Outstanding would have the result that interest payable on such Bonds remaining Outstanding after such redemption would remain Tax-Exempt to any holder (other than any holder who is a “substantial user” of facilities financed with such obligations or a “related person” within the meaning of Section 147(a) of the Code), then such Bonds will be redeemed in part by lot (in Authorized Denominations), in such amount as Bond Counsel in such opinion has determined is necessary to accomplish that result.

(b) As a result of any changes in the Constitution of the United States of America or the Arizona Constitution or as a result of any legislative, judicial or
administrative action, the Agreement has become void or unenforceable or impossible to perform in accordance with the intention and purposes of the parties to the Agreement, or has been declared unlawful.

**Selection of Bonds for Redemption.** If less than all of the Bonds are called for redemption, the Trustee will select the Bonds or any given portion thereof to be redeemed by lot. For the purpose of any such selection the Trustee will assign a separate number for each minimum Authorized Denomination of each Bond of a denomination of more than such minimum; provided that following any such selection, both the portion of such Bond to be redeemed and the portion remaining will be in Authorized Denominations. Notwithstanding the foregoing, if less than all of the Bonds are to be redeemed at any time while the Bonds are held in book-entry form, selection of the Bonds to be redeemed will be made in accordance with customary practices of DTC or the applicable successor depository, as the case may be.

**Notice of Redemption.** The Trustee will give notice of any redemption of Bonds by first class mail, postage prepaid, not less than 30 days nor more than 60 days before the redemption date, to the registered owners of any Bonds designated for redemption at their addresses shown on the registration books maintained by the Registrar. Each notice of redemption will state the date of such notice, the date of issue of the Bonds to be redeemed, the redemption date, the redemption price, the place of redemption, the source of the funds to be used for such redemption, the principal amount, the CUSIP numbers, if any, of the Bonds to be redeemed and, if less than all of the Bonds are to be redeemed, the distinctive certificate number(s) of the Bonds to be redeemed, and, in the case of Bonds to be redeemed in part only, the respective portions of the principal amount thereof to be redeemed. Each such notice will also state that on said date there will become due and payable on each of said Bonds the principal thereof or of said specified portion of the principal thereof in the case of a Bond to be redeemed in part only, and that from and after such redemption date interest thereon will cease to accrue, and will require that such Bonds then be surrendered. Neither failure to receive such notice nor any defect therein will affect the sufficiency of such redemption.

With respect to any notice of optional redemption of Bonds, unless upon the giving of such notice such Bonds are deemed to have been paid within the meaning of the Indenture, such notice will state that such redemption is conditional upon the receipt by the Trustee on or prior to the date fixed for such redemption of available amounts sufficient to pay the principal of and premium, if any, and interest on, such Bonds to be redeemed, and that if such available amounts have not been so received said notice will be of no force and effect and the Issuer will not be required to redeem such Bonds. In the event that such notice of redemption contains such a condition and such available amounts are not so received, the redemption will not be made and the Trustee will within a reasonable time thereafter give notice, to the persons and in the manner in which the notice of redemption was given, that such available amounts were not so received.

**Partial Redemption of Bonds.** Upon surrender of any Bond redeemed in part only, the Registrar will exchange the Bond redeemed for a new Bond of like tenor and in an Authorized Denomination without charge to the holder in the principal amount of the portion of the Bond not redeemed. In the event of any partial redemption of a Bond which is registered in the name of Cede & Co., DTC may elect to make a notation on the Bond certificate which reflects the date and
amount of the reduction in principal amount of said Bond in lieu of surrendering the Bond
certificate to the Registrar for exchange. The Issuer, the Trustee and the Registrar will be fully
released and discharged from all liability upon, and to the extent of, payment of the redemption
price for any partial redemption and upon the taking of all other actions required under the
Indenture in connection with such redemption.

**Effect of Redemption.** Notice of redemption having been duly given, and moneys for
payment of the redemption price being held by the Trustee, on the redemption date designated in
such notice, the Bonds (or portions thereof) so called for redemption will become due and payable,
interest on the Bonds so called for redemption will cease to accrue, said Bonds (or portions thereof)
will cease to be entitled to any lien, benefit or security under the Indenture, except for payment of
particular Bonds for which moneys are being held by the Trustee which moneys will be pledged
to such payment, and the holders of said Bonds will have no rights in respect thereof except to
receive payment of the redemption price and interest, if any, accrued to the date fixed for
redemption.

All Bonds redeemed as described in the above provisions will be cancelled by the Trustee
upon surrender thereof and a certificate evidencing such cancellation will be delivered to the Issuer
and the Company by the Trustee.

**Book-Entry Only System**

The following information concerning DTC and DTC’s Book-Entry Only System has been
obtained from DTC and contains statements that are believed to describe accurately DTC, the
method of effecting book entry transfers of securities distributed through DTC and certain related
matters, but the Issuer, the Company, the Underwriters and the Remarketing Agent take no
responsibility for the accuracy of such statements.

**Book-Entry System.** DTC is acting as Securities Depository for the Bonds. One fully
registered bond for each series in the aggregate principal amount of the Bonds of such series has
been deposited with DTC and registered in the name of Cede & Co. (DTC’s partnership nominee),
or such other name as may be requested by an authorized representative of DTC.

DTC is a limited purpose trust company organized under the New York Banking Law, a
“banking organization” within the meaning of the New York Banking Law, a member of the
Federal Reserve System, a “clearing corporation” within the meaning of the New York Uniform
Commercial Code, and a “clearing agency” registered pursuant to the provisions of Section 17A
of the Securities Exchange Act of 1934. DTC holds and provides asset servicing for U.S. and
non-U.S. equity issues, corporate and municipal debt issues, and money market instruments that
DTC’s Participants (“Direct Participants”) deposit with DTC. DTC also facilitates the post trade
settlement among Direct Participants of sales and other securities transactions in deposited
securities through electronic computerized book entry transfers and pledges between Direct
Participants’ accounts. This eliminates the need for physical movement of securities certificates.
Direct Participants include both U.S. and non-U.S. securities brokers and dealers, banks, trust
companies, clearing corporations, and certain other organizations. DTC is a wholly owned
subsidiary of The Depository Trust & Clearing Corporation (“DTCC”). DTCC is the holding
company for DTC, National Securities Clearing Corporation and Fixed Income Clearing
Corporation, all of which are registered clearing agencies. DTCC is owned by the users of its regulated subsidiaries. Access to the DTC system is also available to others such as both U.S. and non U.S. securities brokers and dealers, banks, trust companies and clearing corporations that clear through or maintain a custodial relationship with a Direct Participant, either directly or indirectly ("Indirect Participants"). The DTC Rules applicable to its Participants are on file with the Securities and Exchange Commission. More information about DTC can be found at www.dtcc.com (it being understood that information available at this website is not incorporated herein by reference). So long as the Bonds are maintained in book entry form with DTC, the following procedures will be applicable with respect to the Bonds.

Purchases of the Bonds under the DTC system must be made by or through Direct Participants, which will receive a credit for the Bonds on DTC’s records. The ownership interest of each actual purchaser of each Bond ("Beneficial Owner") is in turn to be recorded on the Direct and Indirect Participants’ records. Beneficial Owners will not receive written confirmation from DTC of their purchase. Beneficial Owners are, however, expected to receive written confirmations providing details of the transaction, as well as periodic statements of their holdings, from the Direct or Indirect Participant through which the Beneficial Owner entered into the transaction. Transfers of ownership interests in the Bonds are to be accomplished by entries made on the books of Direct and Indirect Participants acting on behalf of Beneficial Owners. Beneficial Owners will not receive certificates representing their ownership interests in the Bonds, except in the event that use of the book entry system for the Bonds is discontinued. See “THE BONDS—Book-Entry Only System—Discontinuance of Book-Entry Only System” below.

To facilitate subsequent transfers, all Bonds deposited by Direct Participants with DTC are registered in the name of DTC’s partnership nominee, Cede & Co., or such other name as may be requested by an authorized representative of DTC. The deposit of Bonds with DTC and their registration in the name of Cede & Co. or such other DTC nominee do not effect any change in beneficial ownership. DTC has no knowledge of the actual Beneficial Owners of the Bonds; DTC’s records reflect only the identity of the Direct Participants to whose accounts such Bonds are credited, which may or may not be the Beneficial Owners. The Direct and Indirect Participants will remain responsible for keeping account of their holdings on behalf of their customers.

Conveyance of notices and other communications by DTC to Direct Participants, by Direct Participants to Indirect Participants, and by Direct Participants and Indirect Participants to Beneficial Owners will be governed by arrangements among them, subject to any statutory or regulatory requirements as may be in effect from time to time. Beneficial Owners of the Bonds may wish to take certain steps to augment the transmission to them of notices of significant events with respect to the Bonds, such as redemptions, tenders, defaults and proposed amendments to the Bond documents. For example, Beneficial Owners of Bonds may wish to ascertain that the nominee holding the Bonds for their benefit has agreed to obtain and transmit notices to Beneficial Owners. In the alternative, Beneficial Owners may wish to provide their names and addresses to the Trustee and request that copies of notices be provided directly to them. THE ISSUER, THE COMPANY, THE UNDERWriters, THE REMARKETING AGENT AND THE TRUSTEE WILL NOT HAVE ANY RESPONSIBILITY OR OBLIGATION TO SUCH DIRECT AND INDIRECT PARTICIPANTS OR THE PERSONS FOR WHOM THEY ACT AS NOMINEES WITH RESPECT TO THE BONDS.
Redemption notices will be sent to DTC. If less than all of the Bonds within an issue are being redeemed, DTC’s practice is to determine by lot the amount of the interest of each Direct Participant in such issue to be redeemed.

Neither DTC nor Cede & Co. (nor any other DTC nominee) will consent or vote with respect to the Bonds unless authorized by a Direct Participant in accordance with DTC’s MMI Procedures. Under its usual procedures, DTC mails an Omnibus Proxy to the Issuer as soon as possible after the record date. The Omnibus Proxy assigns Cede & Co.’s consenting or voting rights to those Direct Participants to whose accounts the Bonds are credited on the record date (identified in a listing attached to the Omnibus Proxy).

Principal and interest payments on the Bonds will be made to Cede & Co., or such other nominee as may be requested by an authorized representative of DTC. DTC’s practice is to credit Direct Participants’ accounts upon DTC’s receipt of funds and corresponding detail information from the Issuer or the Trustee, on the payable date in accordance with their respective holdings shown on DTC’s records. Payments by Participants to Beneficial Owners will be governed by standing instructions and customary practices, as is the case with securities held for the accounts of customers in bearer form or registered in “street name,” and will be the responsibility of such Participant and not of DTC, the Trustee, the Company, the Underwriters, the Remarketing Agent or the Issuer, subject to any statutory or regulatory requirements as may be in effect from time to time. Payment of principal and interest to Cede & Co. (or such other nominee as may be requested by an authorized representative of DTC) is the responsibility of the Issuer or the Trustee, disbursement of such payments to Direct Participants will be the responsibility of DTC, and disbursement of such payments to the Beneficial Owners will be the responsibility of Direct and Indirect Participants.

DTC may discontinue providing its services as Securities Depository with respect to the Bonds at any time by giving reasonable notice to the Issuer or the Trustee. Under such circumstances, in the event that a successor Securities Depository is not obtained, bond certificates are required to be delivered as described in the Indenture (see “THE BONDS—Book-Entry Only System—Discontinuance of Book-Entry Only System” below). The Beneficial Owner, upon registration of certificates held in the Beneficial Owner’s name, will become the registered owner of the Bonds.

The Issuer, upon the direction of the Company, may decide to discontinue use of the system of book entry transfers through DTC (or a successor Securities Depository). In that event, bond certificates will be delivered as described in the Indenture (see “THE BONDS—Book-Entry Only System—Discontinuance of Book-Entry Only System” below).

So long as Cede & Co., or such other name as may be requested by an authorized representative of DTC, is the registered owner of the Bonds, as nominee of DTC, references herein to the registered owners of the Bonds will mean Cede & Co. or such other name and will not mean the Beneficial Owners. Under the Indentures, payments made by the Trustee to DTC or its nominee will satisfy the Issuer’s obligations under the Indentures and the Company’s obligations under the Agreement to the extent of the payments so made. Beneficial Owners will not be, and will not be considered by the Issuer or the Trustee to be, and will not have any rights as, registered owners of Bonds under the Indentures.
THE ISSUER, THE COMPANY, THE PAYING AGENT, THE REGISTRAR, THE TENDER AGENT, THE UNDERWRITERS, THE REMARKETING AGENT AND THE TRUSTEE WILL HAVE NO RESPONSIBILITY OR OBLIGATION TO ANY DIRECT PARTICIPANT, INDIRECT PARTICIPANT OR ANY BENEFICIAL OWNER OR ANY OTHER PERSON WITH RESPECT TO: (1) THE ACCURACY OF ANY RECORDS MAINTAINED BY DTC OR ANY DIRECT PARTICIPANT OR INDIRECT PARTICIPANT; (2) THE PAYMENT OF ANY AMOUNT DUE BY DTC TO ANY DIRECT PARTICIPANT OR BY ANY DIRECT PARTICIPANT OR INDIRECT PARTICIPANT TO ANY BENEFICIAL OWNER IN RESPECT OF THE PRINCIPAL AMOUNT OR REDEMPTION PRICE OF OR INTEREST ON THE BONDS; (3) THE DELIVERY OF ANY NOTICE BY DTC TO ANY DIRECT PARTICIPANT OR BY ANY DIRECT PARTICIPANT OR INDIRECT PARTICIPANT TO ANY BENEFICIAL OWNER WHICH IS REQUIRED OR PERMITTED TO BE GIVEN TO REGISTERED OWNERS UNDER THE TERMS OF THE INDENTURE; (4) THE SELECTION OF THE BENEFICIAL OWNERS TO RECEIVE PAYMENT IN THE EVENT OF ANY PARTIAL REDEMPTION OF THE BONDS; OR (5) ANY CONSENT GIVEN OR OTHER ACTION TAKEN BY DTC OR ANY PARTICIPANT AS REGISTERED OWNER.

As long as DTC (or any successor Securities Depository) or its nominee is the registered owner of the Bonds, the Trustee will send any notice of redemption or of proposed document amendments requiring consent of registered owners and any other notices required by the documents to be sent to registered owners only to such registered owner. Any failure of DTC to advise any Direct Participant, or of any Direct Participant or Indirect Participant to notify the Beneficial Owner, of any such notice and its content or effect will not affect the validity of the redemption of the Bonds called for redemption, the document amendment or any other action premised on that notice.

The Issuer, the Company, the Paying Agent, the Registrar, the Tender Agent, the Trustee, the Underwriters and the Remarketing Agent cannot and do not give any assurances that DTC will distribute payments of debt service on the Bonds made to DTC or its nominee as the registered owner or any redemption or other notices to the Participants, or that the Participants or others will distribute such payments or notices to the Beneficial Owners, or that they will do so on a timely basis, or that DTC will serve and act in the manner described in this Reoffering Circular.

According to DTC, the foregoing information concerning DTC has been provided for informational purposes only and is not intended to serve as a representation, warranty, or contract modification of any kind.

**Discontinuance of Book-Entry Only System.** The Indenture provides that the Issuer, with the consent of the Company, may, and upon request of the Company will, terminate the services of DTC with respect to the Bonds. The Indenture also provides that DTC may determine to discontinue providing its services with respect to the Bonds at any time by giving written notice to the Issuer or the Trustee and discharging its responsibilities with respect thereto under applicable law. In each of such events, unless a substitute securities depository is appointed by the Issuer (with the consent, or at the request, of the Company) to undertake the functions of DTC, the Issuer, at the expense of the Company, is obligated to deliver bond certificates to the Beneficial Owners of such Bonds registered in the registration books kept by the Registrar in whatever name or names Bondholders transferring or exchanging such Bonds designate.
In the event that the Book-Entry Only System is discontinued, the principal or redemption price of and interest on the Bonds will be payable, and the Bonds will be issued in the Authorized Denominations, in the manner described above under the caption “THE BONDS—General.” Any Bonds will be transferable or exchangeable by the person in whose name it is registered, in person or by his duly authorized attorney, upon surrender of such Bond for cancellation, accompanied by a written instrument of transfer in a form approved by the Registrar, duly executed. Whenever any Bond is surrendered for registration of transfer, the Issuer will execute and the Registrar will authenticate and deliver a new Bond or Bonds of the same tenor of Authorized Denominations. Bonds may be exchanged at the principal office of the Registrar for a like aggregate principal amount of Bonds of the same tenor of Authorized Denominations. The Registrar will require the payment by any Bondholder requesting such exchange of any tax or other governmental charge required to be paid with respect to such exchange.

No registration of transfer of Bonds upon the books of the Registrar will be required to be made (i) during the period after any Record Date and prior to the related Interest Payment Date or (ii) during the period of 15 days immediately preceding the date on which the Trustee mails any notice of redemption, nor shall any registration of transfer of Bonds called for redemption be required.

THE AGREEMENTS

Each Agreement will operate independently of the other. An Event of Default under either Agreement will not, in and of itself, constitute an Event of Default under the other Agreement. The following summarizes certain provisions of each Agreement. This summary does not purport to be comprehensive or definitive and is subject to all of the terms and provisions of each Agreement to which reference is hereby made. A separate Agreement was entered into with respect to each series of the Bonds, but each of the Agreements contains the same terms and provisions and the discussion below referring to the “Agreement,” the “Bonds,” the “Indenture” and the “Series 2004 First Mortgage Bonds” should be read as a description of each separate Agreement and the related Bonds, Indenture and series of Series 2004 First Mortgage Bonds.

Payments

The Company has been making, and is obligated under the Agreement to make, Repayment Installments to the Trustee, in immediately available funds, for deposit in the Bond Fund created under the Indenture, equal to the amounts payable as principal of (whether at maturity or upon redemption or acceleration) and premium, if any, and interest on the Bonds, which amounts are to be paid by the Company on the dates such amounts are payable on the Bonds; provided, however, that the obligation of the Company to make any such Repayment Installment will be reduced by the amount of any moneys on deposit in the Bond Fund on any such date and available to pay principal of, and premium, if any, and interest on the Bonds.

To secure and provide for the payments of Repayment Installments when they become due, the Company issued and delivered to the Trustee, concurrently with the remarketing of the Bonds on March 1, 2004, its Series 2004 First Mortgage Bonds and has covenanted under the Agreement to maintain the Series 2004 First Mortgage Bonds in place during the term of the Agreement. Payments of Repayment Installments made by the Company will be considered to be a satisfaction,
to such extent, of its obligation to make corresponding payments on the Series 2004 First Mortgage Bonds.

Unconditional Obligation

The obligations of the Company to make payments pursuant to the Agreement, including those described in the first paragraph under “THE AGREEMENTS—Payments” above, and under the Series 2004 First Mortgage Bonds and to perform and observe the other agreements on its part contained therein will be absolute and unconditional, irrespective of any defense or any rights of set-off, recoupment or counterclaim it might otherwise have against the Issuer, and during the term of the Agreement, the Company will pay all Repayment Instalments to be made on account of the loan relating to the Bonds and all other payments required under the Agreement, free of any deductions and without abatement, diminution or set-off. Until such time as the principal of and premium, if any, and interest on the Bonds have been fully paid, or provision for the payment thereof has been made as required by the Indenture, the Company (i) will not suspend or discontinue any payments required under the Agreement, including the Repayment Instalments; (ii) will perform and observe all of its other covenants contained in the Agreement with respect to the Bonds and the Project; and (iii) except following full payment of the Bonds or provision for payment thereof and all other fees and charges provided in the Agreement and the Indenture, will not terminate the Agreement for any cause, including, without limitation, the occurrence of any act or circumstance that may constitute failure of consideration, destruction of or damage to the Project, commercial frustration of purpose, any change in the tax or other laws of the United States of America or of the State of Arizona or any political subdivision of either of them, or any failure of the Issuer or the Trustee to perform and observe any covenant, whether express or implied, or any duty, liability or obligation arising out of or connected with the Agreement or the Indenture, except to the extent permitted by the Agreement.

Tax Matters

The Company has covenanted and agreed under the Agreement that it has not taken or permitted and will not take or permit any action which results in interest paid on the Bonds being included in gross income of the holders or beneficial owners of the Bonds for purposes of federal income taxation (other than a holder or beneficial owner who is a “substantial user” of the Project or a “related person” within the meaning of Section 103(b)(13) of the 1954 Code).

Certain Additional Covenants of the Company

Maintenance of Corporate Existence. The Company has agreed that during the term of the Agreement, it will maintain its corporate existence, will not dissolve or otherwise dispose of all or substantially all of its assets and will not consolidate with or merge into another entity unless (a) the acquirer of its assets or the entity with which it shall consolidate or into which it shall merge shall (i) be a person (other than an individual), as defined in the Indenture, organized under the laws of the United States of America or one of the states of the United States of America, (ii) be qualified to do business in the State of Arizona, and (iii) assume in writing all of the obligations of the Company under the Agreement and the Tax Agreement. The Company has also agreed that during the term of the Agreement (i) it will maintain its good standing in the State of Arizona so long as it owns, operates or controls the Project or (ii) it will consent to service of process in the
State of Arizona by service upon the agent of the Company so designated in writing by the Company to the Issuer and the Trustee.

**Annual Statement.** The Company has agreed during the term of the Agreement to have an annual audit made by its regular certified public accountants and to furnish the Trustee (within 30 days after receipt by the Company) with a balance sheet and statement of income and surplus showing the financial condition of the Company and its consolidated subsidiaries, if any, at the close of each fiscal year and the results of operations of the Company and its consolidated subsidiaries, if any, for such fiscal year accompanied by a report of said accountants that such statements have been prepared in accordance with generally accepted accounting principles. The Company may satisfy such obligation by delivering to the Trustee a copy of the Company’s Annual Report at the same time it is mailed to stockholders.

**Maintenance and Repair; Taxes; Etc.** The Company has agreed under the Agreement, so long as the Company owns, operates or controls the Project, to the extent permitted by applicable law and regulation, to maintain or cause to be maintained, the Project in good repair and keep it properly insured and promptly pay or cause to be paid all costs thereof. The Company has also agreed under the Agreement to pay or cause to be paid all installments of taxes, installments of special assessments, and all governmental, utility and other charges with respect to the Project, when due; provided that the Company may appeal any of the foregoing as provided in the Agreement but will not permit any such taxes, assessments or other charges, or installments thereof, to remain unpaid if such nonpayment subjects the Project or any part thereof to loss or forfeiture.

**Defaults and Remedies**

Any one of the following which occurs and continues will constitute an “Event of Default” under the Agreement:

(a) failure by the Company to pay or cause to be paid when due any amounts required to be paid under the Agreement with respect to the payment of principal or premium, if any, or interest on the Bonds which failure causes an Event of Default under the Indenture;

(b) failure of the Company to observe and perform any covenant, condition or agreement on its part required to be observed or performed under the Agreement, other than as provided in clause (a) above, which continues for a period of 30 days after written notice from the Trustee or the Issuer, given to the Company by the Issuer or the Trustee, which notice will specify such failure and request that it be remedied, unless the Issuer or the Trustee, as the case may be, will agree in writing to an extension of such time period; provided, however, that if the failure stated in the notice cannot be corrected within such period, the Issuer and the Trustee will not unreasonably withhold their consent to an extension of such time period if corrective action is instituted within such period and diligently pursued until the default is corrected; or

(c) an Act of Bankruptcy of the Company; or

(d) an Event of Default under the Indenture; or
(e) an event of default under the Company Indenture.

The provisions of clause (b) above are subject to the limitation that the Company will not be deemed in default if and so long as the Company is unable to carry out its agreements under the Agreement by reason of strikes, lockouts or other industrial disturbances; acts of public enemies; orders of any kind of the government of the United States, the State of California or the State of Arizona or any of their departments, agencies, or officials, or any civil or military authority; insurrections; riots; epidemics; landslides; lightning; earthquake; fire; hurricanes; storms; floods; washouts; droughts; arrests; restraint of government and people; civil disturbances; explosions; breakage or accident to machinery, transmission pipes or canals; partial or entire failure of utilities; or any other cause or event not reasonably within the control of the Company; it being agreed that the settlement of strikes, lockouts and other industrial disturbances is entirely within the discretion of the Company, and the Company will not be required to make settlement of strikes, lockouts and other industrial disturbances by acceding to the demands of the opposing party or parties when such course is, in the judgment of the Company, unfavorable to the Company.

Whenever any Event of Default has occurred and is continuing,

(a) the Trustee, by written notice to the Company (with a copy to the Issuer), may declare the unpaid balance of the loan payable under the Agreement with respect to which an Event of Default has occurred to be due and payable immediately in an amount equal to the outstanding principal amount of the Bonds plus accrued interest thereon, and the Trustee will do so if concurrently with or prior to such notice the unpaid principal amount of the Bonds has been declared to be due and payable under the Indenture;

(b) the Trustee may have access to and may inspect, examine and make copies of the books and records and any and all accounts, data and federal income tax and other tax returns of the Company; and

(c) the Issuer or the Trustee may take whatever action at law or in equity as may be necessary or desirable to collect the payments and other amounts then due and thereafter to become due or to enforce performance and observance of any obligation, agreement or covenant of the Company under the Agreement.

In case the Trustee or the Issuer has proceeded to enforce its rights under the Agreement and such proceedings are discontinued or abandoned for any reason or determined adversely to the Trustee or the Issuer, then, and in every such case, the Company, the Trustee and the Issuer will be restored respectively to their several positions and rights under the Agreement, and all rights, remedies and powers of the Company, the Trustee and the Issuer will continue as though no such action had been taken.

The Company covenants that in case an Event of Default occurs with respect to the payment of any Repayment Installment, then, upon demand of the Trustee, the Company will pay to the Trustee the whole amount that then has become due and payable.
Amendments, Changes and Modifications

Except as otherwise provided in the Agreement or the Indenture, the Agreement may be effectively amended, changed, modified, altered or terminated only by written instrument executed by the Issuer and the Company, and only with the written consent thereto of the Trustee. See “THE INDENTURES—Supplemental Indentures and Amendments to Agreement” below.

Term of Agreement

The Agreement will be in full force and effect as long as any of the Bonds are Outstanding or the Trustee holds any moneys under the Indenture, whichever is later. All representations and certifications by the Company as to all matters affecting the Tax-Exempt status of the Bonds will survive the termination of the Agreement.

THE INDENTURES

Each Indenture will operate independently of the other. An Event of Default under either Indenture will not, in and of itself, constitute an Event of Default under the other Indenture. The following summarizes certain provisions of each Indenture. This summary does not purport to be comprehensive or definitive and is subject to all of the terms and provisions of each Indenture to which reference is hereby made. A separate Indenture was entered into with respect to each series of the Bonds, but each of the Indentures contains the same terms and provisions and the discussion below referring to the “Indenture,” the “Bonds,” the “Agreement” and the “Series 2004 First Mortgage Bonds” should be read as a description of each separate Indenture and the related Bonds, Agreement and series of Series 2004 First Mortgage Bonds.

Assignment of Agreement; Pledge of Revenues

Pursuant to the Indenture, the Issuer’s rights and interests, but not its obligations, under the Agreement (except for certain of the Issuer’s rights to receive notices under the Agreement and payment of expenses and to indemnification and certain other purposes stated in the Indenture), including the right to receive Repayment Installments and all amounts received under the Series 2004 First Mortgage Bonds to pay principal of and premium, if any, and interest on the Bonds (together, the “Revenues”), are pledged by the Issuer to the Trustee to secure the full payment of the principal of and premium, if any, and interest on the Bonds.

Application of the Bond Fund

The Bond Fund, into which the Repayment Installments, any income received from the investment of moneys in the Bond Fund and any other Revenues derived under the Agreement will be deposited, will be maintained with the Trustee. While any Bonds are Outstanding and except as otherwise provided in the Indenture, moneys in the Bond Fund will be used solely for the payment of the principal of and premium, if any, and interest on the Bonds as the same become due, whether at maturity or upon redemption or acceleration or otherwise.
Defaults and Remedies

Each of the following events constitutes an “Event of Default” under the Indenture:

(a) failure to make payment of any installment of interest upon any Bond when the same has become due and payable

(b) failure to make due and punctual payment of the principal of any Bond when the same has become due and payable, whether at the stated maturity thereof, or upon proceedings for redemption thereof or upon the maturity thereof by declaration;

(c) the occurrence of an Event of Default under the Agreement;

(d) default by the Issuer in the performance or observance of any other of the covenants, agreements or conditions on its part in the Indenture or in the Bonds contained, and the continuation of such default for a period of 30 days after written notice thereof, specifying such default and requiring the same to be remedied, has been given to the Issuer and the Company by the Trustee, or to the Issuer, the Company and the Trustee by the holders of not less than 25% in aggregate principal amount of the Bonds at the time Outstanding; or

(e) an event of default under the Company Indenture.

No default specified in clause (d) above will constitute an Event of Default unless the Issuer and the Company have failed to correct such default within the applicable 30-day period; provided, however, that if the default is such that it can be corrected, but cannot be corrected within such period, it will not constitute an Event of Default if corrective action is instituted by the Issuer or the Company within the applicable period and diligently pursued until the default is corrected. With regard to any alleged default concerning which notice is given to the Company, the Issuer has granted to the Company full authority for the account of the Issuer to perform any covenant or obligation the non-performance of which is alleged in said notice to constitute a default in the name and stead of the Issuer with full power to do any and all things and acts to the same extent that the Issuer could do and perform any such things and acts and with power of substitution.

Upon the occurrence and continuation of an Event of Default under the Indenture, the Trustee may, and upon the written request of the holders of not less than 25% in aggregate principal amount of the Bonds at the time Outstanding the Trustee will, by notice in writing to the Company, declare the principal of all the Bonds then Outstanding and the interest accrued thereon to be due and payable immediately, and upon any such declaration the same will become and be immediately due and payable, or if the Event of Default is described in clause (e) of the immediately preceding paragraph and the First Mortgage Bonds issued and outstanding under the Company Indenture have become immediately due and payable pursuant to any provision of the Company Indenture, the Bonds will, without further action, become immediately due and payable, anything in the Indenture or the Bonds to the contrary notwithstanding. Interest on the Bonds will cease to accrue from and after the date of declaration of any such acceleration. Notwithstanding the foregoing, the Trustee is not required to take any action upon the occurrence and continuation of an Event of
Default under the Indenture described in clause (c) or (d) above until a responsible officer of the Trustee has actual knowledge of such Event of Default.

The preceding paragraph, however, is subject to the condition that if, at any time after the principal of the Bonds has been so declared due and payable, and before any judgment or decree for the payment of the moneys due has been obtained or entered as hereinafter described, there has been deposited with the Trustee a sum which, together with any other amounts then held in the Bond Fund, is sufficient to pay all the principal of the Bonds matured prior to such declaration and all matured installments of interest (if any) upon all the Bonds, and the reasonable fees and expenses of the Trustee, including reasonable attorneys’ fees, and any and all other defaults actually known to the Trustee (other than in the payment of principal of and interest on the Bonds due and payable solely by reason of such declaration) have been made good or cured to the satisfaction of the Trustee or provision deemed by the Trustee to be adequate has been made therefor, then, and in every such case, the holders of at least a majority in aggregate principal amount of the Bonds then Outstanding, by written notice to the Issuer and to the Trustee, may, on behalf of the holders of all the Bonds, rescind and annul such declaration and its consequences and waive such default upon meeting the requirements of the Indenture; but no such rescission and annulment will extend to or will affect any subsequent default, nor will it impair or exhaust any right or power consequent thereon.

Any moneys collected by the Trustee and moneys in the Bond Fund on or after the occurrence of an Event of Default under the Indenture will be applied in the following order, at the date or dates fixed by the Trustee and, in the case of distribution of such moneys on account of principal (or premium, if any) or interest, upon presentation of the Bonds, and stamping thereon the payment, if only partially paid, and upon surrender thereof, if fully paid:

First: To the payment of costs and expenses of collection, just and reasonable compensation to the Trustee for its own services and for the services of counsel, agents and employees by it properly engaged and employed, and for advances made pursuant to the provisions of the Indenture with interest on all such advances at the rate of 9% per annum.

Second: In case the principal of none of the Outstanding Bonds has become due and remains unpaid, to the payment of interest in default on the Outstanding Bonds in the order of the maturity thereof, such payments to be made ratably and proportionately to the persons entitled thereto without discrimination or preference, except as specified in the Indenture; provided, however, that no payment of interest will be made with respect to any Bonds held by the Issuer or the Company, or actually known by the Trustee to be held by any affiliate of the Company or any nominee of the Issuer, until interest due on all Bonds not so held has been paid.

Third: In case the principal of any of the Outstanding Bonds has become due by declaration or otherwise and remains unpaid, first to the payment of principal of all Outstanding Bonds then due and unpaid, then to the payment of interest in default in the order of maturity thereof, and then to the payment of the premium thereon, if any; in every instance such payment to be made ratably to the persons entitled thereto without discrimination or preference, except as specified in the Indenture; provided, however, that
no payment of principal or premium or interest will be made with respect to any Bonds held by the Issuer or the Company, or actually known by the Trustee to be held by any affiliate of the Company or any nominee of the Issuer, until all amounts due on all Bonds not so held have been paid.

**Supplemental Indentures and Amendments to Agreement**

The Issuer and the Trustee, without the consent of or notice to any Bondholders from time to time and at any time, but with the consent of the Company and subject to the conditions and restrictions contained in the Indenture, may enter into an indenture or indentures supplemental to the Indenture, and the Trustee, without the consent of or notice to any Bondholders from time to time and at any time, may consent to any amendment to the Agreement; in each case for any one or more of the following purposes:

(a) to add to the covenants and agreements of the Issuer contained in the Indenture, or of the Company contained in the Agreement, other covenants and agreements thereafter to be observed, or to assign or pledge additional security for any of the Bonds, or to surrender any right or power therein reserved to or conferred upon the Issuer or the Company; provided, that no such covenant, agreement, assignment, pledge or surrender materially adversely affects the interests of the holders of the Bonds;

(b) to make such provisions for the purpose of curing any ambiguity, inconsistency or omission, or of curing, correcting or supplementing any defective provision contained in the Indenture or the Agreement, or in regard to matters or questions arising under the Indenture or the Agreement, as the Issuer or the Trustee may deem necessary or desirable and not inconsistent with the Indenture and which does not materially adversely affect the interests of the holders of the Bonds;

(c) to modify, amend or supplement the Indenture or any indenture supplemental thereto in such manner as to permit the qualification thereof under the Trust Indenture Act or any similar federal statute hereafter in effect, and, if they so determine, to add to the Indenture or any indenture supplemental thereto such other terms, conditions and provisions as may be permitted by said Trust Indenture Act or similar federal statute, and which will not adversely affect the interests of the holders of the Bonds;

(d) to provide for any additional procedures, covenants or agreements necessary to maintain the Tax-Exempt status of interest on the Bonds; provided that such amendment or supplement will not materially adversely affect the interests of the holders of the Bonds;

(e) to modify or eliminate the book-entry registration system for any of the Bonds;

(f) to provide for the procedures required to permit any Bondholder to separate the right to receive interest on the Bonds from the right to receive principal thereof and to sell or dispose of such rights, as contemplated by Section 1286 of the Code;
(g) to provide for the appointment of a co-trustee or the succession of a new Trustee, Registrar or Paying Agent;

(h) to change Exhibit A (Description of the Project) to the Agreement in accordance with the provisions thereof and of the Tax Agreement;

(i) to provide for a Credit Facility, if any, or substitute Credit Facility, if any;

(j) to comply with requirements of any Rating Agency in order to obtain or maintain a rating on any Bonds;

(k) in connection with any other change which, in the judgment of the Trustee (which may be based upon an Opinion of Counsel), will not adversely affect the security for the Bonds or the Tax-Exempt status of interest thereon or otherwise materially adversely affect the holders of the Bonds; or

(l) to modify, alter, amend or supplement the Indenture or the Agreement in any other respect, including amendments which would otherwise be described in the second succeeding paragraph, if the effective date of such supplemental indenture or amendment to the Agreement is a date on which all Bonds affected thereby are subject to mandatory tender for purchase pursuant to the Indenture.

Notwithstanding the foregoing provisions, the Trustee will not be obligated to enter into any such supplemental indenture which affects the Trustee’s own rights, duties or immunities under the Indenture or otherwise, in which case the Trustee may in its discretion, but will not be obligated to, enter into such supplemental indenture, and the Trustee will not enter into any supplemental indenture or consent to any amendment to the Agreement without first obtaining the written consent of the Company.

With the consent of the Company and the holders of not less than 66-2/3% in aggregate principal amount of the Bonds at the time Outstanding, (i) the Issuer and the Trustee may from time to time and at any time enter into an indenture or indentures supplemental to the Indenture for the purpose of adding any provisions to or changing in any manner or eliminating any of the provisions of the Indenture or of any supplemental indenture; or (ii) the Trustee may consent to any amendment to the Agreement and any other matters for which its consent is required pursuant to the Indenture; provided, however, that no such supplement or amendment will have the effect of extending the time for payment or reducing any amount due and payable by the Company pursuant to the Agreement without the consent of all the holders of the Bonds; and that no such supplemental indenture will (1) extend the fixed maturity of any Bond or reduce the rate of interest thereon or extend the time of payment of interest, or reduce the amount of the principal thereof, or reduce any premium payable on the redemption thereof, without the consent of the holder of each Bond so affected, or (2) reduce the aforesaid percentage of holders of Bonds whose consent is required for the execution of such supplemental indentures, or permit the creation of any lien on the Revenues prior to or on a parity with the lien of the Indenture, except as permitted in the Indenture, or permit the creation of any preference of any Bondholder over any other Bondholder, except as permitted in the Indenture, or deprive the holders of the Bonds of the lien created by the Indenture upon the Revenues, without the consent of the holders of all the Bonds then Outstanding.
Promptly after the execution by the parties thereto of any supplemental indenture or amendment to the Agreement as described above under this caption, the Trustee will mail a notice (prepared by the Company) setting forth in general terms the substance of such supplemental indenture or such amendment to the Agreement to each Bondholder at the address contained in the bond register maintained by the Registrar and to the applicable Rating Agencies. Any failure of the Trustee to give such notice, or any defect therein, will not, however, in any way impair or affect the validity of any such supplemental indenture or such amendment.

**Discharge of Indenture**

If the entire indebtedness on all Bonds Outstanding under the Indenture is paid and discharged in any one or more of the following ways:

(a) by the payment of the principal of and premium, if any, and interest on all Bonds Outstanding, as and when the same become due and payable; or

(b) by the delivery to the Registrar, for cancellation by it, of all Bonds Outstanding;

and if all other sums payable under the Indenture by the Issuer are paid and discharged, then the Indenture will cease, terminate and become null and void (except only as described below in this caption), and the Trustee will, upon written request of the Issuer, and upon receipt by the Trustee of an Opinion of Counsel, stating that in the opinion of the signer all conditions precedent to the satisfaction and discharge of the Indenture have been complied with, execute proper instruments acknowledging satisfaction of and discharging the Indenture.

Any Bond or Authorized Denomination thereof will be deemed to be paid within the meaning of the Indenture when (a) payment of the principal of and premium, if any, on such Bond or Authorized Denomination thereof, plus interest thereon to the due date thereof (whether such due date is by reason of maturity or upon redemption as provided in the Indenture) either (i) has been made or caused to be made in accordance with the terms thereof, or (ii) has been provided for by irrevocably depositing with the Trustee in trust and irrevocably setting aside exclusively for such payment (1) moneys sufficient to make such payment and/or (2) nonprepayable, noncallable Government Obligations maturing as to principal and interest in such amount and at such time as will insure the availability of sufficient moneys to make such payment, and (b) all necessary and proper fees, compensation and expenses of the Trustee pertaining to any such deposit have been paid or the payment thereof provided for to the satisfaction of the Trustee. At such time as a Bond or Authorized Denomination thereof is deemed to be paid under the Indenture, as aforesaid, such Bond or Authorized Denomination thereof will no longer be secured by or entitled to the benefits of the Indenture, except for the purposes of any such payment from such moneys and/or Government Obligations. The Trustee is not responsible for verifying the sufficiency of funds provided to effect the defeasance of Bonds pursuant to the Indenture.

The Issuer and the Company may at any time surrender to the Registrar for cancellation by it any Bonds previously authenticated and delivered which the Issuer or the Company lawfully may have acquired in any manner whatsoever, and such Bonds, upon such surrender and cancellation, will be deemed to be paid and retired.
Upon the deposit with the Trustee, in trust, at or before maturity, of money or securities in the necessary amount (as described below) to pay or redeem Outstanding Bonds, whether upon or prior to their maturity or the redemption date of such Bonds (provided that, if such Bonds are to be redeemed prior to the maturity thereof, notice of such redemption has been given as provided in the Indenture or provision satisfactory to the Trustee has been made for giving such notice), all liability of the Issuer and the Company in respect of such Bonds will cease, terminate and be completely discharged, except that the Issuer and the Company will remain liable for such payment but only from, and the Bondholders will thereafter be entitled only to payment (without interest accrued thereon after such redemption date or maturity date) out of, the money deposited with the Trustee as aforesaid for their payment, subject, however, to the provisions of the Indenture.

Notwithstanding any provisions of the Indenture, and subject to applicable laws of the State of Arizona, any moneys deposited with the Trustee or any Paying Agent in trust for the payment of the principal of, or interest or premium on, any Bonds remaining unclaimed for two years after the principal of any or all of the Outstanding Bonds has become due and payable (whether at maturity or upon call for redemption or by declaration as provided in the Indenture), will then be repaid to the Company upon its written request, and the holders of such Bonds will thereafter be entitled to look only to the Company for payment thereof, and all liability of the Trustee or any Paying Agent with respect to such moneys will thereupon cease; provided, however, that before the repayment of such moneys to the Company as aforesaid, the Trustee or Paying Agent, as the case may be, will (at the request and cost of the Company) first publish at least once in a qualified newspaper a notice, in such form as may be deemed appropriate by the Company and the Trustee, in respect of the Bonds so payable and not presented and in respect of the provisions relating to the repayment to the Company of the moneys held for the payment thereof. In the event of the repayment of any such moneys to the Company as aforesaid, the holders of the Bonds in respect of which such moneys were deposited will thereafter be deemed to be unsecured creditors of the Company for amounts equivalent to the respective amounts deposited for the payment of such Bonds and so repaid to the Company (without interest thereon).

Whenever in the Indenture it is provided or permitted that there be deposited with or held in trust by the Trustee money or securities in the necessary amount to pay or redeem any Bonds, the money or securities so to be deposited or held may include money or securities held by the Trustee in the funds and accounts established pursuant to the Indenture and will be:

(a) available amounts constituting lawful money of the United States of America in an amount equal to the principal amount of such Bonds and all unpaid interest thereon to maturity, except that, in the case of Bonds which are to be redeemed prior to maturity and in respect of which notice of such redemption has been given as provided in the Indenture or provision satisfactory to the Trustee has been made for the giving of such notice, the amount to be deposited or held will be the principal amount or redemption price of such Bonds and all unpaid interest thereon to the redemption date; or

(b) nonprepayable, noncallable Government Obligations purchased with available amounts, the principal of and the interest on which when due will provide money sufficient to pay the principal or redemption price of and all unpaid interest to maturity, or to the redemption date, as the case may be, on the Bonds to be paid or redeemed, as such
principal or redemption price and interest become due, provided that, in the case of Bonds which are to be redeemed prior to the maturity thereof, notice of such redemption has been given as provided in the Indenture or provision satisfactory to the Trustee has been made for the giving of such notice;

provided, in each case, that the Trustee has been irrevocably instructed (by the terms of the Indenture or by written request of the Issuer) to apply such money to the payment of such principal or redemption price and interest with respect to such Bonds.

**THE SERIES 2004 FIRST MORTGAGE BONDS**

*Each series of the Series 2004 First Mortgage Bonds is a separate series, but contains substantially the same terms and provisions as the other series. An event of default with respect to either series of the Series 2004 First Mortgage Bonds will constitute an event of default under the Company Indenture and will result in all outstanding First Mortgage Bonds, including the other series of Series 2004 First Mortgage Bonds, being in default. The following description discusses the general terms and provisions of the Company’s First Mortgage Bonds, including the series of the Series 2004 First Mortgage Bonds that has been pledged to the Trustee to secure payments with respect to the related series of Bonds. The First Mortgage Bonds have been issued under the Company Indenture.*

*The Company Indenture contains the full legal text of the matters described in this section. Because this section is a summary, it does not describe every aspect of the First Mortgage Bonds or the Company Indenture. This summary is subject to and qualified by all the provisions of the Company Indenture, including definitions of terms used in the Company Indenture. A copy of the Company Indenture may be obtained upon request to the Company, or through the Internet, as described in APPENDIX A.*

**General**

Before issuing the Series 2004 First Mortgage Bonds, the Company specified the terms of the Series 2004 First Mortgage Bonds through a board or executive committee resolution, an officer’s action, or a supplemental indenture. Each series of the Series 2004 First Mortgage Bonds was issued in the principal amount and matures on the maturity date of the series of Bonds it secures and bears interest at the same rate or rates, payable at the same times, as the related series of Bonds. Each series of the Series 2004 First Mortgage Bonds is registered in the name of and owned and held by the Trustee for the benefit of the owners of the related series of Bonds and is not transferable except to a successor Trustee under the related Indenture.

In the event of the mandatory redemption, unconditional optional or extraordinary optional redemption, or acceleration of the Bonds of a series, the Company is required to redeem the related series of Series 2004 First Mortgage Bonds in a principal amount equal to the principal amount of the Bonds to be paid.

The Company’s obligation to make any payment of the principal of or premium, if any, or interest on the Series 2004 First Mortgage Bonds of each series, whether at maturity, upon redemption or acceleration, or otherwise, will be reduced by the amount of any reduction under
the related Indenture of the corresponding payment of principal of, premium if any, or interest on the related series of Bonds.

Security

The Series 2004 First Mortgage Bonds, as to the security afforded by the Company Indenture, are secured equally and ratably with all of the Company’s other First Mortgage Bonds by a legally valid first lien or charge on substantially all of the property and franchises now owned by the Company (with exceptions and exclusions noted below). Such lien and the Company’s title to its properties are subject to the terms of franchises, licenses, easements, leases, permits, contracts and other instruments under which properties are held or operated, statutes and governmental regulations, liens for taxes and assessments, and liens of the First Mortgage Trustees. In addition, such liens and the Company’s title to its properties are subject to other liens, prior rights and other encumbrances, none of which, with minor or insubstantial exceptions, affects from a legal standpoint the security for the First Mortgage Bonds or the Company’s rights to use such properties in its business.

The Company Indenture provides that property hereafter acquired (other than excepted kinds noted below) is to become subject to the lien of the Company Indenture. Such property may be subject to prior liens and other encumbrances.

Properties excepted from the lien of the Company Indenture include cash, accounts receivable, deposits, bills and notes, contracts, leases under which the Company is lessor, securities not specifically required to be pledged, office equipment, vehicles, and all materials, supplies and electric energy acquired or produced for sale, consumption or use in the ordinary conduct of business.

Special Trust Fund

The Company is required to deposit in a special trust fund with The Bank of New York Mellon Trust Company, N.A., as trustee, on each May 1 and November 1, cash equal to 1-1/2% (subject to redetermination by agreement between the Company and The Bank of New York Mellon Trust Company, N.A, as trustee) of the aggregate principal amount of the First Mortgage Bonds and underlying bonds then outstanding (excluding certain bonds and underlying bonds, such as bonds called for redemption), less certain amounts paid or credited in respect of underlying bonds. The term “underlying bonds” is defined in the Company Indenture to mean any securities or other evidence of indebtedness secured by property subsequently acquired by the Company. Amounts in the special trust fund may, in general, be paid out for payment, redemption (at the redemption prices, including applicable premiums, set forth in the First Mortgage Bonds and subject to the limitation on refunding applicable to various series) or purchase of First Mortgage Bonds or underlying bonds, or to reimburse the Company for the acquisition of certain additional properties. The foregoing deposit requirement has not affected the Company’s cash flow, because the cash deposited has been simultaneously offset by its payment to the Company to reimburse it for the acquisition of additional properties. Thus, there currently are no funds on deposit in the special trust fund.
**Issue of Additional First Mortgage Bonds**

In general, additional First Mortgage Bonds, ranking equally and ratably with the then-outstanding First Mortgage Bonds, may be issued in principal amounts equal to the lesser of (i) the amount authorized under the net earnings test described below and (ii) the sum of the following:

(a) certain First Mortgage Bonds and underlying bonds acquired, redeemed or otherwise retired;

(b) cash deposited to pay or redeem First Mortgage Bonds or underlying bonds;

(c) 66-2/3% of the net amount of additional property constructed or acquired by the Company and not theretofore used for other purposes under the Company Indenture, subject to certain restrictions; and

(d) cash deposited in an advance construction account with The Bank of New York Mellon Trust Company, N.A., as trustee (in certain events with such trustee’s consent), to be withdrawn to reimburse the Company for 66-2/3% of unbonded additional property.

As of September 30, 2021, the Company had $22.4 billion of First Mortgage Bonds outstanding (including $751.9 million of First Mortgage Bonds issued to secure pollution control bonds). As of September 30, 2021, the Company had the capacity to issue approximately $15.64 billion of additional First Mortgage Bonds on the basis of First Mortgage Bonds previously acquired, redeemed or otherwise retired and the net amount of additional property acquired by the Company and not previously used for the issuance of First Mortgage Bonds or other purposes under the Company Indenture.

Furthermore, in addition to the Company Indenture’s bondable property requirement described in clause (c) above, the Company Indenture also provides that additional First Mortgage Bonds may not be issued unless the Company’s net earnings (as defined in the Company Indenture) for 12 months shall have been at least two and one half times (2.5x) the Company’s total annual First Mortgage Bond interest charge. At September 30, 2021, under the net earnings test the Company could issue $23.6 billion of additional First Mortgage Bonds (based on net earnings as of September 30, 2021). Notwithstanding the net earnings requirement, additional First Mortgage Bonds may be issued under the provisions referred to in (a) and (b) above under some circumstances involving, among other things, issuance of First Mortgage Bonds not bearing a higher interest rate than the First Mortgage Bonds to be retired, issuance of First Mortgage Bonds to pay or redeem First Mortgage Bonds maturing within two years, and issuance of First Mortgage Bonds on the basis of acquisition, redemption or other retirement of underlying bonds. Additional First Mortgage Bonds may not be issued under the provisions referred to in clauses (c) and (d) above during any period when indebtedness secured by a prior lien on acquired utility property has not been established as underlying bonds.

Other than the security afforded by the lien of the Company Indenture and restrictions on the issuance of additional bonds described above, there are no provisions of the Company
Indenture which afford holders of the First Mortgage Bonds protection against the Company increasing the Company’s ratio of total debt to total “bondable” assets.

Defaults and Other Provisions

The Company Indenture provides that the following are defaults:

- default in payment of principal;
- default for 60 days in payment of interest or satisfaction of the special trust fund obligation;
- default under the Company’s covenants and conditions in the Company Indenture or in the First Mortgage Bonds for 60 days after notice by The Bank of New York Mellon Trust Company, N.A., as trustee;
- certain acts of bankruptcy and certain events in bankruptcy, insolvency, receivership or reorganization proceedings; and
- the Company’s failure to discharge or stay within 60 days any judgment against the Company for the payment of money in excess of $100,000.

A California court may not strictly enforce certain of the Company’s covenants contained in the Company Indenture or the First Mortgage Bonds or allow acceleration of the due date of the First Mortgage Bonds if it concludes that such enforcement or acceleration would be unreasonable under the then existing circumstances. However, acceleration would be available if an event of default occurs as a result of a material breach of a material covenant contained in the Company Indenture or the First Mortgage Bonds.

The Company Indenture and the Trust Indenture Act require the Company to file with the First Mortgage Trustees documents and reports with respect to the absence of default and compliance with the terms of the Company Indenture annually and upon the authentication and delivery of additional First Mortgage Bonds, the release of cash or property, the satisfaction and discharge of the Company Indenture, or any other action requested to be taken by the First Mortgage Trustees at the Company’s request.

The holders of a majority in principal amount of outstanding First Mortgage Bonds may require the First Mortgage Trustees to enforce the lien of the Company Indenture upon the happening (and continuance for the prescribed grace period, if any) of any of the defaults referred to above, and upon the indemnification of the First Mortgage Trustees to their reasonable satisfaction.

Concerning the First Mortgage Trustees

The Bank of New York Mellon Trust Company, N.A. and certain of its affiliates act as trustees for the Company’s senior debt securities and certain pollution control bonds issued on the Company’s behalf, including the Bonds. The Company maintains bank deposits with The Bank
of New York Mellon Trust Company, N.A. and may borrow money from the bank from time to
time.

Neither by the Company Indenture nor otherwise are the First Mortgage Trustees restricted
from dealing in the First Mortgage Bonds as freely as though they were not the First Mortgage
Trustees. However, the Trust Indenture Act provides that if a trustee acquires or has acquired a
conflicting interest, as defined in the Trust Indenture Act, and a default under the indenture occurs
or has occurred, such trustee must within 90 days following the default eliminate such conflict,
cure the default, or resign. The Trust Indenture Act provides that a trustee with an uncured conflict
of interest will not be required to resign if it can show that the conflict will be cured or the default
waived within a reasonable time and a stay of its duty to resign is not inconsistent with the interests
of the holders of the outstanding securities. In certain cases, the Company Indenture and the Trust
Indenture Act require the First Mortgage Trustees to share the benefit of payments received as a
creditor after the beginning of the third month prior to a default.

Modification of the Company Indenture

The holders of 80% in principal amount of all First Mortgage Bonds outstanding may
authorize release of trust property, waive defaults and authorize certain modifications of the
Company Indenture. However, the Company’s obligation to pay principal and interest will
continue unimpaired; and such modifications may not include, among other things, modifications
giving any First Mortgage Bonds preference over other First Mortgage Bonds or authorizing any
lien prior to that of the Company Indenture. In addition, modifications of rights of any series
require the assent of the holders of 80% in principal amount of the First Mortgage Bonds of that
series.

THE TRUSTEE

There will at all times be a Trustee and a Registrar under the Indenture which will be a
corporations or banking associations organized and doing business under the laws of the United
States or any state and authorized under such laws to exercise corporate trust powers, having a
combined capital and surplus of at least $50,000,000 and subject to supervision or examination by
state or federal authorities. If such corporations or banking associations publish reports of
condition at least annually, pursuant to law or to the requirements of any supervising or examining
authority above referred to, then for the purposes of the Indenture the combined capital and surplus
of such corporations or banking associations will be deemed to be their combined capital and
surplus as set forth in their most recent reports of conditions so published.

The Trustee or the Registrar may at any time resign by giving written notice to the Issuer,
the Company and the Rating Agencies and by giving notice to the Bondholders either by
publication in a qualified newspaper or by first-class mail; provided, however, that any such
resignation will not be effective until a successor Trustee or Registrar, as the case may be, has been
appointed and has accepted such appointment. Upon receiving such written notice of resignation,
the Issuer, with the advice and consent of the Company, will appoint a successor Trustee or
Registrar, as the case may be, by an instrument in writing.
The Company (in the absence of an Event of Default) or the holders of a majority in aggregate principal amount of the Outstanding Bonds may at any time remove the Trustee or the Registrar, as the case may be, and appoint a successor trustee or registrar by an instrument or concurrent instruments in writing signed by the Company or such holders. If no successor Trustee has been so appointed and accepted appointment within 30 days after the giving of such notice of resignation or removal, the Trustee resigning or being removed may petition, at the expense of the Company, any court of competent jurisdiction for the appointment of a successor Trustee.

The Trustee has agreed under the Indenture, to take such actions as the Trustee determines are necessary to realize moneys under the Series 2004 First Mortgage Bonds as necessary to make timely payment of principal of and interest on the Bonds to the extent other moneys in the Bond Fund are not available for such payment.

The Trustee, as holder of the Series 2004 First Mortgage Bonds, will attend meetings of bondholders under the Company Indenture or deliver its proxy in connection therewith. Either at such meeting, or otherwise when the consent of the holders of the First Mortgage Bonds issued under the Company Indenture is sought without a meeting, the Trustee (except as described below) is directed under the Indenture to vote as the holder of the Series 2004 First Mortgage Bonds or consent with respect thereto, proportionately with what the Trustee reasonably believes will be the vote or consent of the holders of all other outstanding First Mortgage Bonds voting or consenting; provided, however, that if (a) the Company has proposed one or more modifications to the Company Indenture; and (b) each Rating Agency has indicated in writing that such modification or modifications would not result in a withdrawal or a reduction of the ratings on the First Mortgage Bonds of the Company issued under the Company Indenture, the Trustee will vote as holder of the Series 2004 First Mortgage Bonds or will consent in writing with respect thereto, to approve, adopt and consent to such modification or modifications; and provided further, that the Trustee will not vote in favor of, or consent to, any modification of the Company Indenture which is of such a character or nature as would require the approval of the owners of the Bonds were such modification to be made to the Indenture without the approval of the owners of Bonds which would be required for a correlative modification of the Indenture. Where the direction to the Trustee described in this paragraph is not applicable, the Trustee is authorized under the Indenture to act with respect to the Series 2004 First Mortgage Bonds as otherwise permitted or required by the Indenture.

REOFFERINGS

The Underwriters named on the cover page of this Reoffering Circular have agreed, pursuant to separate purchase agreements, jointly and severally, subject to certain conditions, to purchase each series of the Bonds on the Adjustment Date at a purchase price of 100% of the principal amount thereof. The Company has agreed to pay the Underwriters compensation of $436,700 with respect to the Series A Bonds and $357,500 with respect to the Series B Bonds, for a total of $794,200, and to reimburse the Underwriters for certain reasonable out-of-pocket expenses. The Underwriters have agreed to purchase all Bonds of each series if any are purchased. However, the purchase by the Underwriters of the Bonds of one series is not contingent upon the purchase of the Bonds of the other series. Accordingly, it is possible that the Bonds of one series will be purchased and reoffered while those of the other series will not be purchased and reoffered.
The Company has agreed to indemnify the Underwriters against certain liabilities or to contribute to any payments required to be made by the Underwriters relating to such liabilities, including liabilities under the federal securities laws. The Underwriters may offer and sell Bonds to certain dealers (including dealers depositing Bonds into investment trusts) and others at prices lower than the offering price stated on the cover page of this Reoffering Circular. After the initial public reoffering, the public offering price of the Bonds may be changed from time to time by the Underwriters.

Morgan Stanley & Co. LLC, an Underwriter of the Bonds, has entered into a retail distribution arrangement with its affiliate Morgan Stanley Smith Barney LLC. As part of the distribution arrangement, Morgan Stanley & Co. LLC may distribute municipal securities to retail investors through the financial advisor network of Morgan Stanley Smith Barney LLC. As part of this arrangement, Morgan Stanley & Co. LLC may compensate Morgan Stanley Smith Barney LLC for its selling efforts with respect to the Bonds.

J.P. Morgan Securities LLC (“JPMS”), one of the Underwriters of the Bonds, has entered into negotiated dealer agreements (each, a “Dealer Agreement”) with each of Charles Schwab & Co., Inc. (“CS&Co.”) and LPL Financial LLC (“LPL”) for the retail distribution of certain securities offerings at the original issue prices. Pursuant to each Dealer Agreement, each of CS&Co. and LPL may purchase Bonds from JPMS at the original issue price less a negotiated portion of the selling concession applicable to any Bonds that such firm sells.

The Underwriters and their respective affiliates together comprise full service financial institutions engaged in various activities, which may include securities trading, commercial and investment banking, financial advisory, investment management, principal investment, hedging, financing and brokerage activities. Such activities may involve or relate to assets, securities and/or instruments of the Issuer and/or the Company or its affiliates (whether directly, as collateral securing other obligations or otherwise) and/or persons and entities with relationships with (or that are otherwise involved with transactions by) the Issuer and/or the Company. The Underwriters and their respective affiliates may have, from time to time, engaged, and may in the future engage, in transactions with, and performed and may in the future perform, various investment banking services for the Issuer and/or the Company and its affiliates for which they received or will receive customary fees and expenses. Under certain circumstances, the Underwriters and their respective affiliates may have certain creditor and/or other rights against the Issuer and/or the Company and any affiliates thereof in connection with such transactions and/or services. In addition, the Underwriters and their respective affiliates may currently have and may in the future have investment and commercial banking, trust and other relationships with parties that may relate to assets of, or be involved in the issuance of securities and/or instruments by, the Issuer and/or the Company and any affiliates thereof. The Underwriters and their respective affiliates also may communicate independent investment recommendations, market advice or trading ideas and/or publish or express independent research views in respect of such assets, securities or instruments and at any time may hold, or recommend to clients that they should acquire, long and/or short positions in such assets, securities and instruments.
INDEPENDENT REGISTERED PUBLIC ACCOUNTING FIRM

The consolidated financial statements incorporated in this Reoffering Circular by reference to the Annual Report on Form 10-K for the year ended December 31, 2020, have been audited by PricewaterhouseCoopers LLP, an independent registered public accounting firm, as stated in their report incorporated herein.

TAX MATTERS

On July 19, 2000, the date of issuance of the Bonds, Winthrop, Stimson, Putnam and Roberts ("Winthrop"), as bond counsel, delivered an opinion to the effect that as of such date interest on the Bonds was excluded from the gross income of the owners thereof for federal income tax purposes under then existing laws, regulations, rulings, judicial decisions and other authorities, except during any period that the Bonds are held by a “substantial user” of the facilities refinanced with the proceeds of the Bonds or a “related person” within the meaning of Section 103(b)(13) of the 1954 Code, and that amounts so excluded were not treated as an item of tax preference for purposes of computing the federal alternative minimum tax imposed on individuals, corporations and other taxpayers but that a portion of the interest on the Bonds owned by a corporation may be taken into account in determining its federal alternative minimum tax (the “Approving Opinion”). The Approving Opinion also stated that under then existing law, the Bonds and income therefrom were exempt from all taxation by the State of Arizona or any subdivision thereof. A copy of the Approving Opinion is attached hereto as APPENDIX C.

On March 1, 2004, Pillsbury Winthrop LLP (“Pillsbury”), as bond counsel, delivered opinions in connection with the adjustment of the interest rates on the Bonds on such date and the delivery to the Trustee of the Series 2004 First Mortgage Bonds (the “Conversions”) to the effect that under then existing statutes, regulations, court decisions, rulings and other authorities the Conversions (a) were authorized or permitted by the Indentures and the Act, and (b) would not adversely affect the Tax-Exempt status of the interest on the Bonds (the “Pillsbury Opinions”).

In rendering each of their opinions described above, Winthrop and Pillsbury relied upon (a) information furnished by the Company at the time each opinion was delivered, particularly written representations of officers of the Company with respect to certain material facts which were solely within their knowledge, relating, among other things, to the Project and the use of the proceeds of the Bonds and the prior bonds refunded with the proceeds of the Bonds, (b) representations and covenants of the Company made at such times with respect to the operation by the Company of the Project and (c) representations and covenants of the Issuer and the Company with respect to arbitrage and other matters. Neither Winthrop nor Pillsbury undertook any responsibility to, and did not, verify independently the accuracy of such information and representations or monitor the compliance by the Company or the Issuer, as the case may be, with such covenants, but for purposes of their opinions assumed such accuracy and compliance.

Neither the Approving Opinion nor either of the Pillsbury Opinions is required to be, or has been, updated or reissued in connection with the reoffering of the Bonds.

Kutak Rock LLP is serving as Bond Counsel to the Company in connection with the Bonds reoffered hereby (“Bond Counsel”). At the time the Company delivered its notice of adjustment

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of the interest rates on the Bonds to the Term Rate pursuant to the Indentures as described in this Reoffering Circular, Bond Counsel rendered an opinion to the effect that such adjustments were authorized or permitted by the Indentures and the Act and would not adversely affect the Tax-Exempt status of the interest on the Bonds. A copy of the form of such opinion is included as APPENDIX B hereto. The Indentures require Bond Counsel to confirm that such opinion has not been withdrawn or modified on the Adjustment Date. As indicated in such opinion, Bond Counsel has not been requested, and has not undertaken, to make an independent investigation regarding the expenditure of Bond proceeds, to confirm that the Company and the Issuer have complied with the covenants, certifications and representations in the Agreements or the Tax Agreements, or to review any other events which may have occurred since Winthrop rendered the Approving Opinion or since Pillsbury rendered the Pillsbury Opinions which might affect the Tax-Exempt status of the interest on the Bonds or which might change the opinions expressed in the Approving Opinion or in either of the Pillsbury Opinions. Bond Counsel assumed the accuracy of the Approving Opinion and the Pillsbury Opinions and did not verify such accuracy and also expressed no opinion with respect to (i) whether the proceeds of the Bonds have been used in the required manner, or the status of the Project; (ii) the enforceability of either Indenture or Agreement against the parties thereto, or the compliance by the Issuer or the Company with the terms and provisions of either Indenture, Agreement or any other document executed in connection with the issuance of the Bonds; (iii) any governmental approvals, consents or authorizations that may be required in connection with the original or any subsequent purchase or sale of the Bonds; or (iv) the exclusion from gross income for federal or state income tax purposes of the interest on the Bonds (except to the effect that the adjustment of the interest rates on the Bonds on the Adjustment Date would not adversely affect the Tax-Exempt status of the interest on the Bonds).

CONTINUING DISCLOSURE

Pursuant to Securities and Exchange Commission (the “Commission”) Rule 15c2-12, as amended (the “Rule”), and unless exempt thereunder, the issuer of municipal securities, or an obligated person, must undertake to provide certain annual financial and other information to the Municipal Securities Rulemaking Board (the “MSRB”) through its Electronic Municipal Market Access System (“EMMA”) on an ongoing basis. The information provided to the MSRB must refer to each issue of securities with respect to which it is furnished. The Company has agreed to comply with the requirements of the Rule with respect to the Bonds which include, among other things, entering into a continuing disclosure agreement to file on EMMA:

(a) within 120 days after the close of its fiscal year, a copy of the Company’s Annual Report on Form 10-K for each fiscal year (or a notice incorporating by reference the report filed with the Commission), or in the event that the Company no longer files such reports with the Commission, such annual financial information and audited financial statements as will satisfy the Rule; and

(b) in a timely manner not in excess of ten business days after the occurrence of the event, notice of any of the following events with respect to the Bonds: (1) principal and interest payment delinquencies; (2) non-payment related Events of Default under, and as defined in, the Indenture, if material; (3) unscheduled draws on debt service reserves reflecting financial difficulties; (4) unscheduled draws on credit enhancements reflecting financial difficulties; (5) substitution of credit or liquidity providers, or their failure to
perform; (6) adverse tax opinions, the issuance by the Internal Revenue Service of proposed or final determinations of taxability, Notices of Proposed Issue (IRS Form 5701-TEB) or other material notices or determinations with respect to the tax status of the Bonds, or other material events affecting the tax status of the Bonds; (7) modifications to rights of Owners of the Bonds, if material; (8) Bond calls, if material, and tender offers; (9) defeasances; (10) release, substitution, or sale of property securing repayment of the Bonds, if material; (11) rating changes; (12) bankruptcy, insolvency, receivership or similar proceeding regarding the Company; (13) the consummation of a merger, consolidation, or acquisition involving the Company or the sale of all or substantially all of the assets of the Company, other than in the ordinary course of business, the entry into a definitive agreement to undertake such an action or the termination of a definitive agreement relating to any such actions, other than pursuant to its terms, if material; (14) appointment of a successor or additional trustee or the change of name of a trustee, if material; (15) the incurrence of a financial obligation of the Company, if material, or agreement to covenants, events of default, remedies, priority rights, or other similar terms of a financial obligation of the Company, any of which affect security holders, if material; (16) a default, event of acceleration, termination event, modification of terms, or other similar events under the terms of a financial obligation of the Company, any of which reflect financial difficulties; and (17) any failure of the Company to timely provide an Annual Report.

The Company is party to several similar continuing disclosure agreements entered into in accordance with the Rule, relating to various issues of pollution control revenue bonds with respect to which it is the obligated person. To the best of the Company’s knowledge after due inquiry, in the past five years the Company has fully complied with all requirements of these disclosure agreements.

The Issuer is not an obligated person under the Rule and is not required to provide continuing disclosure information with respect to itself or the Bonds.

CERTAIN LEGAL MATTERS

Certain legal matters will be passed upon by Kutak Rock LLP, who has been retained by, and acts as Bond Counsel to, the Company with respect to the reoffering of the Bonds. Bond Counsel has not been retained or consulted on disclosure matters and has not undertaken to review or verify the accuracy, completeness or sufficiency of this Reoffering Circular or other offering material relating to the Bonds and assumes no responsibility for the statements or information contained in or incorporated by reference in this Reoffering Circular, except that in its capacity as Bond Counsel, Kutak Rock LLP has, at the request of the Underwriters, reviewed the information under the captions “THE BONDS” (except for information relating to DTC and its Book-Entry Only System), “THE AGREEMENTS” and “THE INDENTURES” solely to determine whether such information conforms to the Bonds, the Agreements and the Indentures. This review was undertaken solely at the request and for the benefit of the Underwriters and did not include any obligation to establish or confirm factual matters set forth therein.

Certain legal matters will be passed upon for the Company by Michael A. Henry, Esq., Assistant General Counsel of the Company. Mr. Henry is a salaried employee of the Company.
and earns stock-based compensation based on the common stock of Edison International, the corporate parent of the Company. Additionally, he may hold Edison International stock-based interests through an employee benefit plan and can participate in an Edison International shareholder dividend reinvestment and stock purchase plan. Certain legal matters will be passed upon for the Underwriters by Bracewell LLP.

The California Public Utilities Code (the “Utilities Code”) requires (with certain exceptions) that the Company obtain authorization of the California Public Utilities Commission (“CPUC”) in order to issue securities, and provides that securities issued without such an order then in effect are void. Section 1708 of the Utilities Code further provides that the CPUC may at any time, upon notice and opportunity for hearing, rescind, alter or amend any order and that any order rescinding, altering or amending a prior order will have the same effect as an original order. The Company obtained an order of the CPUC authorizing the execution and delivery by the Company of the Agreement and the issuance and delivery by the Company of the Series 2004 First Mortgage Bonds. However, in recognition of the ambiguities in the Utilities Code, the legal opinion of Michael A. Henry, Esq. referred to above, which covers, among other things, the validity of the Company’s obligations under the Agreement and the Series 2004 First Mortgage Bonds, is subject to his statement therein that no opinion is expressed as to the possible effect of Section 1708 of the Utilities Code. The Company believes that the CPUC has no reason to initiate proceedings to rescind, alter or amend the aforesaid financing order in any respect. Furthermore, the Company is not aware of any instance in which the CPUC has attempted to rescind, alter or amend a financing order in a manner that would adversely affect the validity of outstanding securities.

This Reoffering Circular has been duly approved and delivered by the Company. The Company neither has nor assumes any responsibility as to the accuracy or completeness with respect to the information under the captions “INTRODUCTORY STATEMENT—The Issuer,” “THE BONDS—Book-Entry Only System,” “REOFFERINGS” and “TAX MATTERS.”
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APPENDIX A

SOUTHERN CALIFORNIA EDISON COMPANY

AVAILABLE INFORMATION

Southern California Edison Company (the “Company”) is subject to the informational requirements of the Securities and Exchange Act of 1934, as amended (the “Exchange Act”), and in accordance therewith files reports, proxy statements and other information with the Securities and Exchange Commission (the “Commission”). The Company’s filings with the Commission are available to the public at the Commission’s web site at http://www.sec.gov. In addition, reports, proxy statements and other information concerning the Company can be inspected on the web site of the Company’s parent, Edison International (“EIX”), at http://www.edison.com.

INCORPORATION OF CERTAIN DOCUMENTS BY REFERENCE

The Annual Report on Form 10-K for the year ended December 31, 2020, the Quarterly Reports on Form 10-Q for the quarters ended March 31, 2021, June 30, 2021 and September 30, 2021, and the Current Reports on Form 8-K filed January 8, 2021, January 25, 2021 (as to Item 8.01 only), February 19, 2021, February 24, 2021, April 1, 2021, May 6, 2021, May 11, 2021, June 14, 2021, August 10, 2021 and September 16, 2021 (as to Item 8.01 only) filed with the Commission by the Company are incorporated by reference in this APPENDIX A to this Reoffering Circular.

All documents subsequently filed by the Company pursuant to Section 13(a), 13(c), 14 or 15(d) of the Exchange Act prior to the termination of the offering of the Bonds shall be deemed to be incorporated by reference in this APPENDIX A to this Reoffering Circular and to be a part hereof from the date of filing such documents.

The Company hereby undertakes to provide without charge to each person to whom a copy of this Reoffering Circular has been delivered, on the written or oral request of any such person, a copy of any and all of the documents referred to above which have been or may be incorporated by reference in this APPENDIX A to this Reoffering Circular other than exhibits to such documents. The Company will also provide a copy of the Company Indenture upon request. Written requests for such copies should be directed to: Southern California Edison Company, P.O. Box 800, Rosemead, California 91770, Attention: Corporate Governance. Oral requests should be directed to 626-302-2662.

THE COMPANY

The Company was incorporated in 1909 under the laws of the State of California. The Company is an investor-owned public utility primarily engaged in the business of supplying electric energy to an approximately 50,000 square-mile area of southern California. The mailing address and telephone number of the Company are, respectively, P.O. Box 800, Rosemead, California 91770 and 626-302-1212.

All of the Company’s common stock is owned by EIX. EIX is a publicly held company and files periodic reports and other documents with the Commission.
RISK FACTORS

Investing in the Bonds reoffered by the Reoffering Circular to which this APPENDIX A is attached involves risk. You should be aware of and carefully consider the risk factors included in the Company’s Annual Report on Form 10-K for the year ended December 31, 2020 and its Quarterly Reports on Form 10-Q and its Current Reports on Form 8-K filed subsequent to that date. You should also read and consider all of the other information provided in such Reoffering Circular or incorporated by reference in this APPENDIX A before deciding whether or not to purchase any of the Bonds. See “FORWARD-LOOKING STATEMENTS” below and “INCORPORATION OF CERTAIN DOCUMENTS BY REFERENCE” above.

FORWARD-LOOKING STATEMENTS

The Reoffering Circular to which this APPENDIX A is attached and the documents incorporated herein by reference contain “forward-looking statements” within the meaning of the Private Securities Litigation Reform Act of 1995. Forward-looking statements reflect the Company’s current expectations and projections about future events based on its knowledge of present facts and circumstances and assumptions about future events and include any statements that do not directly relate to a historical or current fact. In the documents incorporated by reference herein and elsewhere, the words “expects,” “believes,” “anticipates,” “estimates,” “projects,” “intends,” “plans,” “probable,” “may,” “will,” “could,” “would,” “should,” and variations of such words and similar expressions, or discussions of strategy or of plans, are intended to identify forward-looking statements. Such statements necessarily involve risks and uncertainties that could cause actual results to differ materially from those anticipated. Some of the risks, uncertainties and other important factors that could cause results to differ from those currently expected, or that otherwise could impact the Company, include, but are not limited to the following (terms used herein without definition having the meanings assigned thereto in the documents incorporated herein by reference):

- the ability of the Company to recover its costs through regulated rates, including uninsured wildfire-related and debris flow-related costs, costs incurred to mitigate the risk of utility equipment causing future wildfires, costs incurred to implement the Company’s new customer service system and costs incurred as a result of the COVID-19 pandemic;

- the ability of the Company to implement its Wildfire Mitigation Plan;

- risks of regulatory or legislative restrictions that would limit the Company’s ability to implement Public Safety Power Shut-Offs (“PSPS”) when conditions warrant or would otherwise limit the Company’s operational PSPS practices;

- risks associated with implementing PSPS, including regulatory fines and penalties, claims for damages and reputational harm;

- the ability of the Company to maintain a valid safety certification;

- the ability to obtain sufficient insurance at a reasonable cost, including insurance relating to the Company’s nuclear facilities and wildfire-related claims, and to recover the costs of
such insurance or, in the event liabilities exceed insured amounts, the ability to recover uninsured losses from customers or other parties;

- extreme weather-related incidents (including events caused, or exacerbated, by climate change, such as wildfires, debris flows, droughts, high wind events and extreme heat events) and other natural disasters (such as earthquakes), which could cause, among other things, public safety issues, property damage, operational issues (such as rotating outages and issues due to damaged infrastructure), PSPS activations and unanticipated costs;

- risks associated with California Assembly Bill 1054 ("AB 1054") effectively mitigating the significant risk faced by California investor-owned utilities related to liability for damages arising from catastrophic wildfires where utility facilities are alleged to be a substantial cause, including the longevity of the Wildfire Insurance Fund established under AB 1054 and the California Public Utilities Commission’s ("CPUC") interpretation of and actions under AB 1054, including its interpretation of the new prudency standard established under AB 1054;

- the ability of the Company to effectively manage its workforce, including its contract workers;

- decisions and other actions by the CPUC, the Federal Energy Regulatory Commission, the Nuclear Regulatory Commission and other governmental authorities, including decisions and actions related to nationwide or statewide crisis, determinations of authorized rates of return or return on equity, the recoverability of wildfire-related and debris flow-related costs, issuance of the Company’s wildfire safety certification, wildfire mitigation efforts, and delays in executive, regulatory and legislative actions;

- the ability of the Company to borrow funds and access bank and capital markets on reasonable terms;

- risks associated with the decommissioning of the San Onofre Nuclear Generating Station, including those related to worker and public safety, public opposition, permitting, governmental approvals, on-site storage of spent nuclear fuel, delays, contractual disputes, and cost overruns;

- pandemics, such as COVID-19, and other events that cause regional, statewide, national or global disruption, which could impact, among other things, the Company’s business, operations, cash flows, liquidity and/or financial results and cause the Company to incur unanticipated costs;

- physical security of the Company’s critical assets and personnel and the cybersecurity of the Company’s critical information technology systems for grid control, and business, employee and customer data;

- risks associated with cost allocation resulting in higher rates for utility bundled service customers because of possible customer bypass or departure for other electricity providers such as Community Choice Aggregators and Electric Service Providers;
• risks inherent in the Company’s transmission and distribution infrastructure investment program, including those related to project site identification, public opposition, environmental mitigation, construction, permitting, power curtailment costs (payments due under power contracts in the event there is insufficient transmission to enable acceptance of power delivery), changes in the California Independent System Operator’s (“CAISO”) transmission plans, and governmental approvals;

• risks associated with the operation of transmission and distribution assets and power generating facilities, including worker and public safety issues, the risk of utility assets causing or contributing to wildfires, failure, availability, efficiency, and output of equipment and facilities, and availability and cost of spare parts;

• actions by credit rating agencies to downgrade the Company’s credit ratings or to place those ratings on negative watch or negative outlook;

• changes in tax laws and regulations, at both the state and federal levels, or changes in the application of those laws, that could affect recorded deferred tax assets and liabilities and effective tax rate;

• changes in future taxable income, or changes in tax law, that would limit the Company’s realization of expected net operating loss and tax credit carryover benefits prior to expiration;

• changes in the fair value of investments and other assets;

• changes in interest rates and rates of inflation, including escalation rates (which may be adjusted by public utility regulators);

• governmental, statutory, regulatory, or administrative changes or initiatives affecting the electricity industry, including the market structure rules applicable to each market adopted by the North American Electric Reliability Corporation, CAISO, Western Electricity Council, and similar regulatory bodies in adjoining regions, and changes in the United States’ and California’s environmental priorities that lessen the importance the state places on greenhouse gas reduction;

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

• cost and availability of labor, equipment and materials;

• potential for penalties or disallowance for non-compliance with applicable laws and regulations, including fines, penalties and disallowances related to wildfires where the Company’s equipment is alleged to be associated with ignition; and

• cost of fuel for generating facilities and related transportation, which could be impacted by, among other things, disruption of natural gas storage facilities, to the extent not recovered through regulated rate cost escalation provisions or balancing accounts.
Additional information about risks and uncertainties that could cause results to differ from those currently expected or that otherwise could impact us, including more detail about the factors described above, is included in the Company’s Annual Report on Form 10-K for the year ended December 31, 2020 and its Quarterly Reports on Form 10-Q and its Current Reports on Form 8-K filed subsequent to that date. Forward-looking statements speak only as of the date they are made and the Company is not obligated to publicly update or revise forward-looking statements.
APPENDIX B

TEXT OF NO ADVERSE EFFECT OPINION OF KUTAKROCK LLP

On October 28, 2021, the date on which Southern California Edison Company gave notice of its election that the Bonds of each series should bear interest at a Term Rate commencing on the Adjustment Date, Kutak Rock LLP, Bond Counsel to the Company, issued its no adverse effect opinion as follows:

The Bank of New York Mellon, as Trustee
4965 U.S. Highway 42, Suite 1000
Louisville, Kentucky 40222

$144,400,000
Maricopa County, Arizona Pollution Control Corporation
Pollution Control Revenue Refunding Bonds
(Southern California Edison Company)
2000 Series A and B

Ladies and Gentlemen:

Each series of the above-referenced bonds (the “Bonds”) was issued by the Maricopa County, Arizona Pollution Control Corporation (the “Issuer”) on July 19, 2000 under the terms of a separate Indenture of Trust, each dated as of June 1, 2000, as amended to the date hereof (individually, an “Indenture” and, together, the “Indentures”), between the Issuer and The Bank of New York Mellon (formerly The Bank of New York), as Trustee (the “Trustee”). We have been advised by Southern California Edison Company (the “Borrower”) that (i) the Bonds currently bear interest at a Weekly Rate that commenced on September 28, 2020, and (ii) Morgan Stanley & Co. LLC is the Remarketing Agent for the Bonds. We have been advised by the Trustee that no Event of Default has occurred and is continuing under either Indenture. All capitalized terms used herein with respect to a series of Bonds and not defined herein shall have the meanings given them in the Indenture pursuant to which such series was issued.

We have been provided with an executed copy of a written notice of the Borrower of even date herewith to the Issuer, the Trustee, the Paying Agent and the Remarketing Agent pursuant to Section 2.01(c)(iv)(B) of each Indenture (the “Borrower Notice”) that it has elected that the Bonds of each series shall bear interest at a Term Rate commencing on November 19, 2021 (the “Adjustment Date”). We have been requested to provide the opinion of Bond Counsel required by Section 2.01(c)(iv)(B) of each Indenture.

In that regard, we have examined the Borrower Notice, the Indentures, the Loan Agreement dated as of June 1, 2000 with respect to each series of the Bonds, as amended to the date hereof (individually, an “Agreement” and, together, the “Agreements”), between the Issuer and the Borrower and such other certificates, documents and matters of law as we have deemed necessary to render the opinions set forth below. We have assumed the genuineness of all documents and signatures presented to us (whether as originals or as copies) and the due and legal execution and delivery thereof by, and validity against, all parties thereto. We have assumed, without
undertaking to verify, the accuracy of the factual matters represented, warranted or certified in the
Indentures and the Agreements and in the Tax Agreement dated July 19, 2000 with respect to both
series of the Bonds, as amended to the date hereof (the “Tax Agreement”), and that the use and
purposes of the Projects refinanced with the proceeds of the Bonds have not been altered to a use
or purpose other than pollution control as set forth in the Agreements and the Tax Agreement.

Based upon and subject to the foregoing, and in reliance thereon, as of the date hereof
under existing law, we are of the opinion that the adjustment of the interest rate on the Bonds of
each series to the Term Rate on the Adjustment Date (1) is authorized or permitted by the Indenture
pursuant to which the related series was issued and the Act and (2) will not, in and of itself,
adversely affect the Tax-Exempt status of interest on such Bonds.

At the time of issuance of the Bonds, Winthrop, Stimson, Putnam & Roberts (the “Initial
Bond Counsel”) rendered an approving opinion dated July 19, 2000 to the effect, among other
things, that interest on the Bonds was then excluded from the gross income of the owners thereof
for federal income tax purposes, except during any period that the Bonds are held by a “substantial
user” of the facilities refinanced with the proceeds of the Bonds or a “related person” (within the
meaning of Section 103(b)(13) of the Internal Revenue Code of 1954, as amended), and amounts
so excluded are not treated as an item of tax preference under Section 57 of the Internal Revenue
Code of 1986, as amended, for purposes of computing the federal alternative minimum tax
imposed on individuals, corporations and other taxpayers; however, a portion of the interest on the
Bonds owned by a corporation may be taken into account in determining its federal alternative
minimum tax (the “Approving Opinion”). As indicated in the Approving Opinion, the Initial Bond
Counsel assumed compliance with certain covenants made by the Issuer and the Borrower to
satisfy pertinent requirements of law.

On March 1, 2004, Pillsbury Winthrop LLP delivered opinions in connection with the
adjustment of the interest rates on the Bonds on such date to Term Rates ending on March 1, 2009
and the pledging to the Trustee of the Series 2004 First Mortgage Bonds to support payments due
from the Borrower under the Agreements (the “2004 Conversions”) to the effect that under then
existing statutes, regulations, court decisions, rulings and other authorities the 2004 Conversions
were (1) authorized or permitted by the Indentures and the Act and (2) would not adversely affect
the Tax-Exempt status of interest on the Bonds (the “2004 Conversion Opinions”).

On March 2, 2009, Greenberg Traurig, LLP delivered an opinion in connection with the
adjustment of the interest rates on the Bonds on such date to Weekly Rates (the “2009
Adjustments”) to the effect that, under then existing law, the 2009 Adjustments were
(1) authorized or permitted by the Indentures and the Act and (2) would not, in and of themselves,
adversely affect the Tax-Exempt status of interest on the Bonds (the “2009 Adjustment Opinion”).

On May 27, 2010, Greenberg Traurig, LLP delivered an opinion in connection with the
adjustment of the interest rates on the Bonds on such date to Term Rates ending on May 31, 2035
(the “2010 Adjustments”) to the effect that, under then existing law, the 2010 Adjustments were
(1) authorized or permitted by the Indentures and the Act and (2) would not, in and of themselves,
adversely affect the Tax-Exempt status of interest on the Bonds (the “2010 Adjustment Opinion”).
On September 28, 2020, we delivered an opinion in connection with the adjustment of the interest rates on the Bonds on such date to Weekly Rates (the “2020 Adjustments”) to the effect that, under then existing law, the 2020 Adjustments were (1) authorized or permitted by the Indentures and the Act and (2) would not, in and of themselves, adversely affect the Tax-Exempt status of interest on the Bonds.

We have not been requested, nor have we undertaken, to make an independent investigation regarding the expenditure of Bond proceeds, to confirm that the Borrower and the Issuer have complied with the covenants, certifications and representations in the Agreements and the Tax Agreement, or (except in respect of the adjustment of the interest rates on the Bonds to Term Rates on the Adjustment Date) to review any other events which may have occurred since the Initial Bond Counsel rendered the Approving Opinion which might have occurred since the Initial Bond Counsel rendered the Approving Opinion which might affect the exclusion of interest on the Bonds from gross income for federal income tax purposes or which might change the opinions expressed in the Approving Opinion. We have assumed the accuracy of the Approving Opinion, the 2004 Conversion Opinions, the 2009 Adjustment Opinion and the 2010 Adjustment Opinion and we have not verified such accuracy. Further, without limiting the generality of the foregoing, we express no opinion with respect to (i) whether the proceeds of the Bonds have been used in the required manner, or as to the status of the Projects; (ii) the enforceability of either Indenture against the parties thereto, or the compliance by the Issuer or the Trustee with the terms and provisions of either Indenture; (iii) the enforceability of either Agreement against the parties thereto, or the compliance by the Issuer or the Borrower with the terms and provisions of either Agreement, the Tax Agreement or any other document executed in connection with the Bonds; (iv) any governmental approvals, consents or authorizations that may be required in connection with the original or any subsequent purchase or sale of the Bonds; or (v) the exclusion from gross income for federal or state income tax purposes of the interest on the Bonds (except as specifically set forth in the sixth immediately preceding paragraph). The opinions expressed herein are accordingly limited to the opinions specifically stated in the sixth immediately preceding paragraph.

The opinions set forth above are furnished by us as Bond Counsel to the Borrower. No attorney-client relationship has existed or exists between our firm and the addressee by virtue of such opinions.

The opinions set forth above represent our legal judgment based upon our review of the law and the facts that we deem relevant to render such opinions, and are not a guarantee of a result. The opinions set forth above are given as of the date hereof and we assume no obligation to revise or supplement such opinions to reflect any facts or circumstances that may hereafter come to our attention or any changes in law that may hereafter occur. The opinions set forth above are furnished solely for your information and benefit in connection with the adjustment of the interest rates on the Bonds to Term Rates on the Adjustment Date, and may not be relied upon by any other person.

Very truly yours,
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Maricopa County, Arizona
Pollution Control Corporation
101 North First Avenue
Suite 2700
Phoenix, AZ 85003

$144,400,000 Maricopa County, Arizona Pollution Control Corporation
Pollution Control Revenue Refunding Bonds (Southern California Edison Company)
2000 Series A and B

July 19, 2000

Ladies and Gentlemen:

We have been asked to render our opinion with respect to the above-captioned bonds. In that connection, we have examined a record of proceedings of Maricopa County, Arizona Pollution Control Corporation (the "Issuer"), a nonprofit corporation of, and pursuant to Chapter 69, Laws of 1972 of the State of Arizona, as amended, being Arizona Revised Statutes Title 35, Chapter 6, as amended (the "Act"), a political subdivision of the State of Arizona, in conjunction with the Issuer's authorization, execution and delivery of its $144,400,000 aggregate principal amount Pollution Control Revenue Refunding Bonds (Southern California Edison Company) 2000 Series A and B (the "Bonds").

Each series of the Bonds is being issued under and pursuant to the Constitution and laws of the State of Arizona, including, particularly, the Act, and under and pursuant to a separate Indenture of Trust, each dated as of June 1, 2000 (individually, an "Indenture" and collectively, the "Indentures"), each by and between the Issuer and The Bank of New York, as trustee (the "Trustee"). All capitalized terms not otherwise defined herein shall have the meanings ascribed thereto by the Indenture.

The Bonds are being issued to provide funds to refund $144,400,000 aggregate principal amount of the Issuer's Adjustable Tender Pollution Control Revenue Refunding Bonds, 1985 Multiple Series (Southern California Edison Company Palo Verde Project) (the "Prior Bonds") which were issued on August 22, 1985 to provide funds to refinance a portion of the cost of acquiring, constructing, reconstructing, improving, maintaining,
equipping or furnishing certain air and water pollution control facilities (the "Project") at the Palo Verde Nuclear Generating Station, an electric generating plant located in Maricopa County, Arizona. The proceeds of each series of the Bonds will be loaned to Southern California Edison Company (the “Company”) pursuant to a separate Loan Agreement, each dated as of June 1, 2000, each between the Issuer and the Company (individually, an “Agreement” and collectively, the "Agreements").

The Bonds are dated and are payable as provided in the related Indenture and mature on June 1, 2035. The Bonds are subject to redemption prior to their maturity in the manner and upon the terms and conditions set forth in the related Indenture. The Bonds are being issued in fully registered form without coupons.

We have reviewed the Indentures, the Agreements, tax agreement of the Issuer, the Company and the Trustee (the “Tax Agreement”), and such matters of law and fact as we deemed necessary to enable us to render this opinion. Except as expressly stated hereinafter, we have assumed due authorization, execution and delivery by the parties of such documents and the valid and binding nature thereof with respect to such parties. In particular, we have relied on the opinions, dated this date, of an Assistant General Counsel of the Company, counsel to the Company (“Company Counsel”) and of Steptoe & Johnson LLP, special Arizona counsel to the Company, as to the due authorization, execution, and delivery of the Agreement by the Company and the valid and binding nature and effect thereof with respect to the Company.

The Issuer has covenanted in the Indentures that it will not use the proceeds of the Bonds in such a manner or take or omit to take any actions, which would cause the Bonds to be subject to federal income taxation. In the Agreements, the Company has also covenanted that it has not taken or permitted and will not take or permit any action which results in interest paid on the Bonds being included in gross income of the holders or beneficial owners of the Bonds for purposes of federal income taxation. The opinions herein are expressed only on and as of the date hereof, and are based on existing laws, regulations, rulings, judicial decisions and other authorities, as in effect on the date hereof ("Existing Law"). Changes to Existing Law may occur hereafter, and could have retroactive effect. The opinions herein do not address the effect, if any, of such subsequent changes. The opinions herein also do not address the effect, if any, of actions taken or omitted or events occurring after the date hereof, differing from those reflected in the Tax Agreement. We have not undertaken to determine, or to inform any person, whether any such actions or events are taken or occur. We have assumed compliance with the aforementioned covenants. In addition, we have relied on the material accuracy of statements of fact and expectation set forth in the Tax Agreement, which we have made no effort independently to verify.

The Indentures and the Agreements provide that certain actions may not be taken (or omitted) unless there shall have been delivered the opinion of bond counsel to the effect that such actions will not adversely affect the exclusion of the interest on the Bonds from gross income for purposes of federal income taxation. We express no opinion herein
on the effect, if any (on the exclusion of interest on the Bonds from the gross income of the owners thereof), of taking any such actions (or omitting to do so), or of effecting any other changes concerning the Bonds, including the use of the proceeds thereof, or the nature or use of the Project.

The Internal Revenue Code of 1986, as amended (the "Code") and the Internal Revenue Code of 1954, as amended (the "1954 Code"), set forth certain requirements which must be met subsequent to the issuance and delivery of the Bonds in order for interest thereon to be and remain excluded from the gross income of the owners thereof for Federal income tax purposes. Noncompliance with such requirements could cause the interest on the Bonds to be included in the gross income of the owners thereof for Federal income tax purposes retroactive to the date of issuance of the Bonds. The Issuer and the Company have covenanted in the Indentures and the Agreements, as described above, to maintain the exclusion of the interest on the Bonds from the gross income of the owners thereof for Federal income tax purposes pursuant to Section 103(a) of the Code and the 1954 Code.

Based on and subject to the foregoing, under Existing Law, we are of the following opinions:

(i) The Indentures are authorized and permitted by the Act and comply with its terms, and all conditions precedent to the execution, delivery and performance of the Indentures by the Issuer have been satisfied.

(ii) The Bonds are the legal, valid and binding obligations of the Issuer enforceable in accordance with their terms and the terms of the related Indenture, and are entitled to the benefits of the related Indenture and the Act. The Bonds are special obligations of the Issuer payable solely from and secured by a pledge of revenues derived from or in connection with the related Agreement and the other funds pledged pursuant to the related Indenture.

(iii) Assuming compliance with the aforementioned covenants and the accuracy of representations in the Tax Agreement, interest on the Bonds is excluded from the gross income of the owners thereof for Federal income tax purposes under Existing Law, by reason of Section 103(a) of the Code and the 1954 Code, except during any period that the Bonds are held by a "substantial user" of the facilities refinanced with the proceeds of the Bonds or a "related person" within the meaning of Section 103(b)(13) of the 1954 Code, and amounts so excluded are not treated as an item of tax preference under Section 57 of the Code for purposes of computing the Federal alternative minimum tax imposed on individuals, corporations and other taxpayers. However, we observe that a portion of the interest on the Bonds owned by a corporation (as determined for federal income tax purposes) may be taken into account in determining its Federal alternative minimum tax; and
(iv) Pursuant to the Act, the Bonds and income therefrom are exempt from all taxation by the State of Arizona or any subdivision thereof.

Except as stated in paragraphs (iii) and (iv), we express no opinion as to Federal or State of Arizona tax consequences of the ownership of the Bonds, including whether interest on the Bonds is: (a) included in the calculation of the amount subject to the "branch-level" tax imposed by Section 884 of the Code upon the earnings of certain foreign corporations engaged in a trade or business within the United States, or (b) included in the income of certain Subchapter S corporations for purposes of the tax imposed thereon by Section 1375 of the Code. We also express no opinion as to any other federal, state, local or any foreign tax consequences with respect to acquisition, ownership or disposition of the Bonds.

The opinions contained herein are limited to the extent that the enforceability of the Bonds, may be limited by any applicable bankruptcy, moratorium or similar laws relating to the enforcement of creditors' rights generally, and no opinion is expressed as to the availability of any particular remedy.

Very truly yours,

[Signature]

Workshop, Stimson, Putnam
and Roberts
APPENDIX D
CERTAIN DEFINITIONS

Unless the context otherwise requires, the following terms relating to the Bonds shall, as used in this Reoffering Circular, have the following meanings:


“Adjustment Date” means November 19, 2021.

“Agreement” means the Loan Agreement, dated as of June 1, 2000, between the Issuer and the Company, as supplemented and amended by the First Amendment to the Loan Agreement, dated as of March 1, 2004, between the Issuer and the Company, and as it may be supplemented and amended thereafter from time to time.

“Authorized Denominations” means $5,000 and any integral multiple thereof.

“Bond Counsel” means any attorney at law or firm of attorneys, of nationally recognized standing in matters pertaining to the validity of, and exclusion from gross income for federal tax purposes of interest on, bonds issued by states and political subdivisions, and duly admitted to practice law before the highest court of any state of the United States, but does not include counsel for the Company.

“Bond Fund” means the Bond Fund established pursuant to the Indenture and held by the Trustee into which all Repayment Installments are deposited and used to pay the principal of and interest on the Bonds.

“Bondholder” or “Owner” or “owner” or “holder of Bonds” or “Holder” or “holder” means the registered owner of any Bond.

“Business Day” means a day on which banks located in the cities in which the Principal Offices of the Trustee, the Registrar, the Paying Agent and the Tender Agent, if any, are located are not required or authorized to be closed and on which the New York Stock Exchange is not closed and, in the case of any action to be taken by the Company, which is not a day on which banks located in Los Angeles, California are required or authorized to be closed.


“Company” means Southern California Edison Company, a corporation organized under the laws of the State of California, and its successors and assigns, and any surviving, resulting or transferee corporation as provided in the Agreement.

“Company Indenture” means that certain Trust Indenture between Southern California Edison Company and The Bank of New York Mellon Trust Company, N.A. (as successor to Harris Trust and Savings Bank) and D. G. Donovan (as successor to Pacific-Southwest Trust & Savings Bank), dated as of October 1, 1923, as amended and supplemented to March 1, 2004.
“Determination of Taxability” means a determination that, due to the untruth or inaccuracy of any representation or warranty made by the Company in the Agreement or the breach of any covenant or warranty of the Company contained in the Agreement, interest on the Bonds, or any of them, is determined not to be Tax-Exempt by a final administrative determination of the Internal Revenue Service or a final judicial decision of a court of competent jurisdiction in a proceeding of which the Company received notice and in which the Company was afforded an opportunity to participate to the full extent permitted by law. A determination or decision will not be considered final for purposes of the preceding sentence unless (A) the Issuer or the holder or holders of the Bonds involved in the proceeding in which the issue is raised (i) has given the Company and the Trustee prompt written notice of the commencement thereof, and (ii) has offered the Company the opportunity to control the proceeding; provided the Company agrees to pay all expenses in connection therewith and to indemnify such holder or holders against all liability for such expenses (except that any such holder may engage separate counsel, and the Company will not be liable for the fees or expenses of such counsel); and (B) such proceeding will not be subject to a further right of appeal or will not been timely appealed.

“DTC” means The Depository Trust Company and its successors and assigns.

“First Mortgage Bonds” means the first and refunding mortgage bonds issued under and secured by the Company Indenture.

“First Mortgage Trustees” means The Bank of New York Mellon Trust Company, N.A. and D. G. Donovan, as successor co trustees, or any successor trustee at the time serving under the Company Indenture.

“Government Obligations” means bonds, notes, certificates of indebtedness, treasury bills or other securities constituting direct obligations of, or obligations the full and timely payment of which is guaranteed by, the United State of America, or securities evidencing ownership interests in such obligations or in specified portions thereof (which may consist of specific portions of the principal of or interest on such obligations).

“Interest Payment Date” means each date on which interest is to be paid on the Bonds of a series, which is June 1, 2022 and the first day of each December and June thereafter.

“Maturity Date” means June 1, 2035.

“Moody’s” means Moody’s Investors Service, Inc., a corporation organized and existing under the laws of the State of Delaware, its successors and assigns.

“Opinion of Counsel” means a written opinion of counsel (who may be counsel to the Company) acceptable to the Trustee, the Issuer and the Company.

“Outstanding” when used as of a particular time with reference to the Bonds of a series, means (subject to the provisions of the Indenture) all Bonds of such series authenticated and delivered by the Registrar or the Tender Agent under the Indenture except:

(a) Bonds cancelled by the Registrar or surrendered to the Registrar for cancellation;
(b) Mutilated, lost, destroyed or stolen Bonds paid pursuant to the Indenture or in lieu of or in substitution for which other Bonds have been authenticated and delivered by the Registrar pursuant to the provisions of the Indenture relating to the transfer and exchange of Bonds and mutilated, lost, destroyed or stolen Bonds; and

(c) Bonds with respect to which the liability of the Issuer and the Company have been discharged to the extent provided in, and pursuant to the requirements of, the Indenture as described herein under “THE INDENTURES—Discharge of Indenture”; and

(d) Bonds deemed purchased by the Tender Agent on any mandatory purchase date but which have not been delivered to the Tender Agent for purchase (such Bonds being no longer Outstanding as to the former holders thereof).

“Person” or “person” means an individual, a corporation, a partnership, a limited liability company, a trust, a joint venture, an unincorporated organization, an other legally recognized entity, or a government or any agency or political subdivision thereof.

“Repayment Installment” means any amount that the Company is required to pay to the Trustee pursuant to the Agreement as a repayment of the loan made by the Issuer under the Agreement.

“Rating Agency” means Moody’s or S&P or Fitch to the extent they then are providing or maintaining a rating on the Bonds at the request of the Company, or in the event that Moody’s or S&P or Fitch no longer maintains a rating on the Bonds, any other nationally recognized rating agency then providing or maintaining a rating on the Bonds at the request of the Company.

“Record Date” means in regard to an Interest Payment Date, the fifteenth day (whether or not a Business Day) of the month next preceding each Interest Payment Date.

“Remarketing Agent” means, in connection with the remarketing of the Bonds on the November 19, 2021 Adjustment Date, Morgan Stanley & Co. LLC.

“Revenues” means all rents, receipts, installment payments and other income derived by the Issuer or the Trustee with respect to the Bonds under the Agreement and any amounts paid pursuant to the Series 2004 First Mortgage Bonds, and any income or revenue derived from the investment of any money in any fund or account established pursuant to the Indenture (other than the Rebate Fund established under the Indenture and the accounts therein), including all Repayment Installs and any other payments made by the Company with respect to the Bonds pursuant to the Agreement; but such term does not include (a) payments to the Issuer or the Trustee of their fees, charges and expenses (or those of their attorneys) pursuant to the Agreement; (b) any indemnification payments made to the Issuer or the Trustee under the Agreement; or (c) any amounts on deposit in the Rebate Fund or accounts therein.


“Series” or “series” means the Series A Bonds and/or the Series B Bonds.
“Series 2004 First Mortgage Bonds” means the “First and Refunding Mortgage Bonds, Series 2004D, Due 2035,” delivered pursuant to the related Agreement in support of payment of principal of and premium, if any, and interest on the Series A Bonds and the “First and Refunding Mortgage Bonds, Series 2004E, Due 2035,” delivered pursuant to the related Agreement in support of payment of principal of and premium, if any, and interest on the Series B Bonds.

“Supplemental Indenture” means any Indenture hereafter duly authorized and entered into between the Issuer and the Trustee in accordance with the provisions of the related Indenture.

“Tax-Exempt” means, with respect to interest on any obligations of a state or local government, including the Bonds, that such interest is excluded from gross income of the holders thereof (other than any holder who is a “substantial user” of facilities financed with such obligations or a “related person” within the meaning of Section 147(a) of the Code) for federal income tax purposes, whether or not such interest is includable as an item of tax preference or otherwise includable directly or indirectly for purposes of calculating other tax liabilities, including any alternative minimum tax or environmental tax under the Code.

“Trust Indenture Act” means the Trust Indenture Act of 1939, as amended, and the applicable regulations under it.


“Underwriters” means, in connection with the reoffering of the Bonds contemplated by this Reoffering Circular, the investment banking firms indicated on the cover page hereof.
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