
THIRTEENTH SUPPLEMENTAL TRUST INDENTURE

among

STATE OF CALIFORNIA
DEPARTMENT OF WATER RESOURCES

TREASURER OF THE STATE OF CALIFORNIA, as TRUSTEE

and

U.S. BANK NATIONAL ASSOCIATION, as CO-TRUSTEE

authorizing

POWER SUPPLY REVENUE BONDS
SERIES 2016P

Dated as of September 1, 2016

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THIRTEENTH SUPPLEMENTAL TRUST INDENTURE

authorizing

POWER SUPPLY REVENUE BONDS, SERIES 2016P

This THIRTEENTH SUPPLEMENTAL TRUST INDENTURE (the “Thirteenth Supplemental Indenture”) is dated as of September 1, 2016, among the STATE OF CALIFORNIA DEPARTMENT OF WATER RESOURCES (the “Department”), existing pursuant to Article 1 (commencing with Section 120) of Chapter 2 of Division 1 of the California Water Code, the TREASURER OF THE STATE OF CALIFORNIA, as Trustee (the “Trustee”) and U.S. BANK NATIONAL ASSOCIATION, as Co-Trustee (the “Co-Trustee”).

In consideration of the mutual agreements contained in this Thirteenth Supplemental Indenture and other good and valuable consideration, the receipt of which is hereby acknowledged, the Department, the Trustee and the Co-Trustee agree as set forth herein.

ARTICLE I

DEFINITIONS AND STATUTORY AUTHORITY

1.01. **Supplemental Indenture; Department.** This Thirteenth Supplemental Indenture supplements the Trust Indenture dated as of October 1, 2002, as amended by the Second Supplemental Trust Indenture dated as of November 1, 2002, and the Ninth Supplemental Trust Indenture dated as of May 1, 2010, each among the Department, the Trustee and the Co-Trustee (as the same may be further amended, the “Master Indenture” and, collectively with this Thirteenth Supplemental Indenture, the “Indenture”), and is entered into pursuant to and in accordance with Article VIII of the Master Indenture and the Act.

1.02. **Definitions.** (a) Except as set forth in subsection (b) of this Section, all terms which are defined in Section 101 of the Master Indenture shall have the same meanings for purposes of this Thirteenth Supplemental Indenture.

(b) In this Thirteenth Supplemental Indenture:

“**Beneficial Owner**” means, for any Series 2016P Bond which is held by a Securities Depository or its nominee, the beneficial owner of such Bond as reflected in the records of such Securities Depository.

“**DTC**” means The Depository Trust Company, New York, New York, or its successors.

“**Record Date**” has the meaning given to such term in Section 2.04(c) hereof.

“**Refunded Bonds**” means, collectively, the Series 2005F Refunded Bonds and the Series 2008H Refunded Bonds.

“**Securities Depository**” means DTC as the Securities Depository appointed pursuant to Section 2.04(f) hereof, or any substitute Securities Depository, or any successor to DTC or any substitute Securities Depository.

“**Series 2005F and Series 2008H Escrow Fund**” means the escrow fund established with the Trustee pursuant to the terms of the Series 2005F and Series 2008H Escrow Agreement for the purpose of paying the Redemption Price of each series of Refunded Bonds.

“**Series 2005F and Series 2008H Escrow Agreement**” means the Escrow Agreement dated as of September 1, 2016 by and between the Department and the Trustee.

“**Series 2005F Refunded Bonds**” means the Department’s Power Supply Revenue Bonds, Series 2005F-3 and Series 2005F-5 bearing the interest rates and maturing on the dates and in the principal amounts shown in Appendix B hereto.

“**Series 2008H Refunded Bonds**” means the Department’s Power Supply Revenue Bonds, Series 2008H bearing the interest rates and maturing on the dates and in the principal amounts shown in Appendix B hereto.

“**Series 2016P Bonds**” means the Power Supply Revenue Bonds, Series 2016P, authorized by Section 2.01 hereof.

ARTICLE II

AUTHORIZATION AND DETAILS OF SERIES 2016P BONDS

2.01. **Principal Amount, Designation and Series.** Pursuant to the provisions of the Master Indenture, one Series of Bonds entitled to the benefit, protection and security of such provisions is hereby authorized in the aggregate principal amount of \$567,230,000 and with the following designation: Power Supply Revenue Bonds, Series 2016P.

2.02. **Purposes.** The purposes for which the Series 2016P Bonds are issued are to refund the Refunded Bonds and to pay Costs of the Department incurred in connection with the issuance of the Series 2016P Bonds and the redemption of the Refunded Bonds and the execution and delivery of the related Financing Documents, as provided by Section 2.03 hereof.

2.03. **Application of Proceeds of Series 2016P Bonds and Other Available Moneys.** (a) The net proceeds of the Series 2016P Bonds (\$565,734,795.74) shall be applied as follows:

(i) The amount of \$564,922,659.96, a portion of the net proceeds of the Series 2016P Bonds, shall be deposited in the Series 2005F and Series 2008H Escrow Fund and, together with the amounts transferred from the Bond Charge Payment Account and the Debt Service Reserve Account pursuant to paragraph (b), shall be applied in accordance with paragraph (c) below.

(ii) The balance of the net proceeds of the Series 2016P Bonds (\$812,135.78) shall be deposited in the Operating Account, or otherwise, if directed by an Authorized Officer, to pay Costs of the Department incurred in connection with the issuance of the Series 2016P Bonds, the execution and delivery of the related Financing Documents and the redemption of the Refunded Bonds not provided for above.

(b) \$26,997,824.04 currently held in the Bond Charge Payment Account and \$11,221,996.44 currently held in the Debt Service Reserve Account shall be transferred to the Series 2005F and Series 2008H Escrow Fund and applied in accordance with paragraph (c) below.

(c) All moneys deposited in the Series 2005F and Series 2008H Escrow Fund in accordance with clause (i) of paragraph (a) and paragraph (b) above shall be applied by the Trustee in accordance with the Series 2005F and Series 2008H Escrow Agreement to pay, or to purchase Defeasance Securities the proceeds of which will, together with any uninvested cash, pay, the Redemption Price of the Refunded Bonds on May 1, 2018, and accrued interest thereon to such date, and until so applied such moneys are irrevocably pledged to and shall be held in trust for the payment of the Redemption Price of the Refunded Bonds and all interest payable on the Refunded Bonds on or prior to such redemption dates.

2.04. **Details of Series 2016P Bonds.** (a) Date, Maturities, Interest and Sinking Fund Installments. The Series 2016P Bonds shall be dated and shall bear interest from September 28, 2016, and shall mature on the dates and in the amounts, and shall bear interest at the rates per annum payable semi-annually on each May 1 and November 1 commencing May 1, 2017, as follows:

Maturity (May 1)	Principal Amount	Interest Rate
2021	\$251,825,000	1.713%
2022	315,405,000	2.000

The Series 2016P Bonds maturing May 1, 2021 shall be term Bonds (“Series 2016P Term Bonds”) and shall be retired from Sinking Fund Installments in part as hereinafter provided in the principal amounts and on the dates set forth in the table below.

Redemption Date (May 1)	Principal Amount
2017	\$ 3,915,000
2018	4,965,000
2019	5,050,000
2020	51,005,000
2021	186,890,000*

* Payment at maturity.

If less than all of the Series 2016P Term Bonds remaining outstanding are to be so retired from Sinking Fund Installments and the book-entry only system is not in effect with respect to the Series 2016P Term Bonds, the Series 2016P Term Bonds shall be redeemed *pro rata* as nearly as practicable in the proportion that the principal amount of the outstanding Series 2016P Term Bonds owned by each Owner bears to the aggregate principal amount of the outstanding Series 2016P Term Bonds, subject to authorized denominations applicable to the Series 2016P Term Bonds. In such event, the particular Series 2016P Term Bonds of an Owner to be redeemed shall be determined by the Registrar in such manner as the Registrar determines to be fair and appropriate. For so long as a book-entry only system is in effect and DTC or a successor securities repository is the sole Owner of the Series 2016P Term Bonds, to the extent practicable the Registrar shall request that DTC select the amount of such interests of Series 2016P Term Bonds to be redeemed on a *pro rata* pass-through distribution of principal basis in accordance with DTC (or successor securities repository) procedures then in effect; provided, however, that neither the failure of the Registrar to make such request nor any selection of the Series 2016P Term Bonds for redemption on any other basis, for whatever reason, shall affect the sufficiency or the validity of the redemption of the Series 2016P Term Bonds. In connection with each Sinking Fund Installment payment for the Series 2016P Term Bonds, the Registrar will indicate in a written notice to DTC that such notice relates to a “pro rata pass-through distribution” and include in such written notice of redemption the dollar amount per \$1,000 principal amount payable on account of principal and accrued interest to effect a pro rata reduction on the related redemption date. Such written notice shall be provided to DTC (or successor securities repository) in accordance with the Operational Arrangements of DTC (or any successor securities repository) then in effect.

(b) Denominations and Numbering. Except as otherwise expressly provided in Section 2.04(g) hereof with respect to Series 2016P Term Bonds delivered to Beneficial Owners of Series 2016P Term Bonds previously held in book-entry only form, the Series 2016P Bonds shall be issued in the form of fully registered Bonds in the denomination of \$5,000 or any integral multiple of \$5,000 within a maturity. Unless an Authorized Officer shall otherwise direct, the Series 2016P Bonds shall be numbered consecutively from one upward, and shall bear a prefix indicating the Series designation.

(c) Payment of Principal and Interest. Principal of each Series 2016P Bond shall be payable at the office of the Paying Agent designated for such purpose, upon presentation and surrender of such Series 2016P Bond.

The Registrar shall indicate on the Series 2016P Bonds the date of their authentication as provided in Section 2.05 hereof. Interest on the Series 2016P Bonds shall be payable from the interest payment date next preceding the date of authentication to which interest shall have been paid, unless such date of authentication is an interest payment date, in which case from such date if interest has been paid to such date; provided, however, that interest shall be payable on the Series 2016P Bonds from September 28, 2016, if the date of authentication is prior to the first interest payment date therefor. Interest on the Series 2016P Bonds shall be payable on the interest payment dates therefor to the registered Owner as of the close of business on the fifteenth (15) day (whether or not a Business Day) next preceding the respective interest payment date (the “Record Date”), such interest to be paid by the Paying Agent by check mailed to the registered Owner at such Owner’s address as it appears on the

books of registry required to be kept by the Department at the office of the Registrar pursuant to the Indenture or by wire transfer of immediately available funds to the account specified by the Owner of at least \$1,000,000 aggregate principal amount of Series 2016P Bonds in a written direction received by the Paying Agent at its office designated for such purpose on or prior to the applicable Record Date. Any such direction shall remain in effect until revoked or revised by such Owner by an instrument in writing delivered to the Paying Agent.

The principal of and interest on the Series 2016P Bonds shall also be payable at any other place which may be provided for such payment by the appointment of any other paying agent or paying agents as permitted by the Master Indenture.

The foregoing provisions of this subsection (c) shall be subject to the provisions of subsection (g) of this Section.

The principal of and premium, if any, and interest on the Series 2016P Bonds shall be payable in any coin or currency of the United States of America which at the time of payment is legal tender for public and private debts.

Interest on overdue principal of and, to the extent lawful, on overdue premium and interest on the Series 2016P Bonds will be payable at the respective rates on such Series 2016P Bonds. Payment of defaulted interest will be made to the Owners of record on the fifth (5th) day (or if such day is not a Business Day, then the next preceding Business Day) immediately preceding the payment thereof.

(d) Optional Redemption. The Series 2016P Bonds are not subject to optional redemption prior to maturity.

(e) Registrar and Paying Agent. The Trustee is hereby appointed as the initial Registrar and initial Paying Agent for the Series 2016P Bonds. The Department may appoint additional or different Paying Agents and a different Registrar for the Series 2016P Bonds as provided in the Master Indenture and, if so, references herein to the Paying Agent and Registrar shall be deemed also to include such additional Paying Agents or Registrar, as the case may be.

(f) Securities Depository. The Series 2016P Bonds when initially issued shall be registered in the name of Cede & Co., as nominee of DTC, in the form of one or more fully registered Bonds for each maturity of the Series 2016P Bonds. DTC is hereby appointed initial Securities Depository for the Series 2016P Bonds, subject to the provisions of subsection (g) of this Section. So long as DTC or its nominee, as Securities Depository, is the registered owner of Series 2016P Bonds, individual purchases of beneficial ownership interests in such Series 2016P Bonds may be made only in book-entry form by or through DTC participants, and purchasers of such beneficial ownership interest in Series 2016P Bonds will not receive physical delivery of bond certificates representing the beneficial ownership interests purchased.

So long as DTC or its nominee, as Securities Depository, is the registered owner of Series 2016P Bonds, payments of principal of and premium, if any, and interest on such Series 2016P Bonds will be made by wire transfer to DTC or its nominee, or otherwise as may be agreed upon by the Department, the Trustee, the Paying Agent and DTC. Transfers of principal, premium, if any, and interest payments to DTC participants will be the responsibility of DTC.

Transfers of such payments to Beneficial Owners of Series 2016P Bonds by DTC participants will be the responsibility of such participants and other nominees of such Beneficial Owners.

So long as DTC or its nominee, as Securities Depository, is the registered owner of Series 2016P Bonds, the Department shall send, or cause the Registrar to send, or take timely action to permit the Registrar to send, to DTC any notice required to be given to registered owners of Series 2016P Bonds pursuant to the Indenture, in the manner and at the times prescribed by the Indenture, except as may be agreed upon by the Department, the Registrar, the Trustee (if applicable) and DTC.

Neither the Department nor any Fiduciary shall have any responsibility or obligation to the DTC participants, Beneficial Owners or other nominees of such Beneficial Owners for (1) sending transaction statements; (2) maintaining, supervising or reviewing, or the accuracy of, any records maintained by DTC or any DTC participant or other nominees of such Beneficial Owners; (3) payment or the timeliness of payment by DTC to any DTC participant, or by any DTC participant or other nominees of Beneficial Owners to any Beneficial Owner, of any amount due in respect of the principal of or interest on Series 2016P Bonds; (4) delivery or timely delivery by DTC to any DTC participant, or by any DTC participant or other nominees of Beneficial Owners to any Beneficial Owners, of any notice or other communication which is required or permitted under the terms of the Indenture to be given to holders or owners of Series 2016P Bonds; or (5) any action taken by DTC or its nominee as the registered owner of the Series 2016P Bonds.

Notwithstanding any other provisions of this Thirteenth Supplemental Indenture to the contrary, the Department, the Trustee, the Co-Trustee, the Registrar and any Paying Agent shall be entitled to treat and consider the person in whose name each Series 2016P Bond is registered in the books of registry as the absolute owner of such Bond for the purpose of payment of principal and interest with respect to such Bond, for the purpose of giving notices of matters with respect to such Bond, for the purpose of registering transfers with respect to such Bond, and for all other purposes whatsoever. The Paying Agent shall pay all principal and interest on the Series 2016P Bonds only to or upon the order of the respective Owners, as shown in the books of registry as provided in this Thirteenth Supplemental Indenture, or their respective attorneys duly authorized in writing, and all such payments shall be valid and effective to fully satisfy and discharge the Department's obligations with respect to payment of and interest on the Series 2016P Bonds to the extent of the sum or sums so paid.

Notwithstanding any other provisions of this Thirteenth Supplemental Indenture to the contrary, so long as any Series 2016P Bond is registered in the name of Cede & Co., as nominee of DTC, procedures with respect to the transfer of ownership of, and payment of principal of, and interest on such Series 2016P Bond, shall be in accordance with arrangements among DTC, the Department, the Paying Agent and, if applicable, the Trustee.

Payments by the DTC participants to Beneficial Owners will be governed by standing instructions and customary practices, as is now the case with municipal securities held for the accounts of customers in bearer form or registered in "street name," and will be the responsibility of such DTC participant and not of DTC, the Trustee, the Registrar, the Paying

Agent or the Department, subject to any statutory and regulatory requirements as may be in effect from time to time.

The Department may establish a record date for purposes of notification of and consents from participants of DTC in connection with any amendment or proposed amendment of the Indenture or otherwise.

Provisions similar to those contained in this subsection (f) may be made by the Department in connection with the appointment by the Department of a substitute Securities Depository, or in the event of a successor to any Securities Depository.

Authorized Officers are hereby authorized to enter into such representations and agreements as they deem necessary and appropriate in furtherance of the provisions of this subsection (f).

(g) Replacement Bonds. The Department shall issue Series 2016P Bond certificates (the “Replacement Bonds”) directly to the Beneficial Owners of the Series 2016P Bonds, or their nominees, in the event that DTC or any subsequent Securities Depository determines to discontinue providing its services with respect to such Series 2016P Bonds, at any time by giving notice to the Department, and the Department fails to appoint another qualified Securities Depository to replace DTC or such subsequent Securities Depository. In addition, the Department also shall issue Replacement Bonds directly to the Beneficial Owners of the Series 2016P Bonds, or their nominees, in the event the Department discontinues use of any Securities Depository, and does not designate a replacement Securities Depository, at any time upon determination by the Department, in its sole discretion and without the consent of any other person, that Beneficial Owners of the Series 2016P Bonds shall be able to obtain certificated Series 2016P Bonds. In such case, a Beneficial Owner of Series 2016P Term Bonds which owns a beneficial interest in a Series 2016P Term Bond which is not in a principal amount corresponding to a denomination of \$5,000 or any integral multiple thereof within a maturity shall be entitled to obtain a certificated Series 2016P Term Bond in a principal amount equal to the principal amount in which it has a beneficial interest.

2.05. Form of Series 2016P Bonds and Registrar’s Certificate of Authentication. Subject to the provisions of the Master Indenture, the form of the Series 2016P Bonds, form of assignment, and the Registrar’s Certificate of Authentication shall be in substantially the form set forth in **Appendix A** hereto, with necessary or appropriate variations, omissions and insertions as are incidental to their series, numbers, denominations, maturities, interest rate or rates, registration provisions, status of interest to owners thereof for federal income tax purposes, and other details thereof and of their form or as are otherwise permitted or required by law or by the Indenture, including this Thirteenth Supplemental Indenture. Any portion of the text of any Series 2016P Bond may be set forth on the reverse thereof, with an appropriate reference thereto on the face of such Bond. Series 2016P Bonds may be typewritten, printed, engraved, lithographed or otherwise reproduced.

ARTICLE III

MISCELLANEOUS

3.01. **Certain Findings and Determinations.** The Department hereby finds and determines:

(a) The Master Indenture has not been amended, supplemented, or repealed since the adoption thereof except by the First Supplemental Trust Indenture dated as of October 1, 2002, the Second Supplemental Trust Indenture dated as of November 1, 2002, the Third Supplemental Trust Indenture dated as of October 1, 2002, the Fourth Supplemental Trust Indenture dated as of December 1, 2005, the Fifth Supplemental Trust Indenture dated as of March 1, 2008, the Sixth Supplemental Trust Indenture dated as of April 1, 2008, the Seventh Supplemental Trust Indenture dated as of April 15, 2008, the Eighth Supplemental Trust Indenture dated as of May 1, 2008, an Amendment to the Fourth Supplemental Trust Indenture dated as of December 1, 2008, a Second Amendment to the Fourth Supplemental Trust Indenture, dated as of January 1, 2009, the Ninth Supplemental Trust Indenture dated May 1, 2010, the Tenth Supplemental Trust Indenture dated as of October 1, 2010, an Amendment to the First Supplemental Trust Indenture dated as of November 1, 2010, the Eleventh Supplemental Trust Indenture dated as of August 1, 2011, the Twelfth Supplemental Trust Indenture dated as of April 1, 2015 and this Thirteenth Supplemental Indenture. This Thirteenth Supplemental Indenture supplements the Master Indenture as heretofore supplemented, constitutes and is a “Supplemental Indenture” within the meaning of such quoted term as defined and used in the Master Indenture, and is adopted under and pursuant to the Master Indenture.

(b) The Series 2016P Bonds constitute and are “Bonds” within the meaning of the quoted word as defined and used in the Indenture.

(c) The Trust Estate is not encumbered by any lien or charge thereon or pledge thereof, other than the lien and charge thereon and pledge thereof securing the existing Outstanding Notes and the related Credit and Security Agreement.

(d) There does not exist an “Event of Default” within the meaning of such quoted term as defined in Section 1001 of the Indenture, nor does there exist any condition which, after the giving of notice or the passage of time, or both, would constitute such an “Event of Default.”

(e) The Series 2016P Bonds are being issued in order to obtain a lower interest rate in accordance with Section 80130(d)(1)(A) of the California Water Code.

3.02. **Authorized Officers; Further Authority.** The Authorized Officers are hereby authorized to execute and deliver such documents and certifications as may be necessary to give effect to this Thirteenth Supplemental Indenture and the transactions contemplated hereby.

3.03. **Effective Date.** This Thirteenth Supplemental Indenture shall be fully effective in accordance with its terms upon its execution and delivery by the Department, the Trustee and the Co-Trustee.

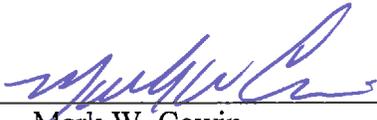
3.04. **Determination of Department.** This Thirteenth Supplemental Indenture shall constitute a written determination of the Department under and pursuant to the Act.

[Signature Page Follows]

**State of California Department of Water Resources
Power Supply Revenue Bonds \$567,230,000 Series 2016P**

IN WITNESS WHEREOF, the parties have caused this Thirteenth Supplemental Indenture to be duly executed, all as of the date first above written.

CALIFORNIA DEPARTMENT OF WATER
RESOURCES

By: 
Mark W. Cowin
Director

TREASURER OF THE STATE OF
CALIFORNIA, as Trustee

By: _____
Deputy Treasurer
For California State Treasurer John Chiang

U.S. BANK NATIONAL ASSOCIATION,
as Co-Trustee

By: _____
Authorized Officer

[Signature Page of Thirteenth Supplemental Indenture]

**State of California Department of Water Resources
Power Supply Revenue Bonds \$567,230,000 Series 2016P**

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CALIFORNIA DEPARTMENT OF WATER
RESOURCES

By: _____
Mark W. Cowin
Director

TREASURER OF THE STATE OF
CALIFORNIA, as Trustee

By: Blake Fowler
Deputy Treasurer
For California State Treasurer John Chiang

U.S. BANK NATIONAL ASSOCIATION,
as Co-Trustee

By: _____
Authorized Officer

[Signature Page of Thirteenth Supplemental Indenture]

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Power Supply Revenue Bonds \$567,230,000 Series 2016P**

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RESOURCES

By: _____
Mark W. Cowin
Director

TREASURER OF THE STATE OF
CALIFORNIA, as Trustee

By: _____
Deputy Treasurer
For California State Treasurer John Chiang

U.S. BANK NATIONAL ASSOCIATION,
as Co-Trustee

By:  _____
Authorized Officer

[Signature Page of Thirteenth Supplemental Indenture]

APPENDIX A
Form of Series 2016P Bonds

[Until such time as the Series 2016P Bonds are no longer restricted to being registered in the registration books kept by the Department at the office of the Registrar in the name of a Securities Depository, each Series 2016P Bond shall contain or have endorsed thereon the following legends:

AS PROVIDED IN THE INDENTURE REFERRED TO HEREIN, UNTIL THE TERMINATION OF THE SYSTEM OF BOOK-ENTRY-ONLY TRANSFERS THROUGH THE DEPOSITORY TRUST COMPANY, NEW YORK, NEW YORK, (TOGETHER WITH ANY SUCCESSOR SECURITIES DEPOSITORY APPOINTED PURSUANT TO THE INDENTURE, "DTC"), AND NOTWITHSTANDING ANY OTHER PROVISION OF THE INDENTURE TO THE CONTRARY, A PORTION OF THE PRINCIPAL AMOUNT OF THIS BOND MAY BE PAID WITHOUT SURRENDER HEREOF TO THE PAYING AGENT. DTC OR A NOMINEE, TRANSFEREE OR ASSIGNEE OF DTC OF THIS BOND MAY NOT RELY UPON THE PRINCIPAL AMOUNT INDICATED HEREON AS THE PRINCIPAL AMOUNT HEREOF OUTSTANDING AND UNPAID. THE PRINCIPAL AMOUNT HEREOF OUTSTANDING AND UNPAID SHALL FOR ALL PURPOSES BE THE AMOUNT DETERMINED IN THE MANNER PROVIDED IN THE INDENTURE.

UNLESS THIS BOND IS PRESENTED BY AN AUTHORIZED OFFICER OF DTC (A) TO THE TRUSTEE OR OTHER REGISTRAR FOR REGISTRATION OF TRANSFER OR EXCHANGE OR (B) TO THE TRUSTEE OR OTHER PAYING AGENT FOR PAYMENT OF PRINCIPAL AND ANY BOND ISSUED IN REPLACEMENT HEREOF OR SUBSTITUTION HEREFOR IS REGISTERED IN THE NAME OF DTC OR ITS NOMINEE OR SUCH OTHER NAME AS REQUESTED BY AN AUTHORIZED REPRESENTATIVE OF DTC AND ANY PAYMENT IS MADE TO DTC OR ITS NOMINEE, ANY TRANSFER, PLEDGE OR OTHER USE HEREOF FOR VALUE OR OTHERWISE BY OR TO ANY PERSON IS WRONGFUL BECAUSE ONLY THE REGISTERED OWNER HEREOF, CEDE & CO., AS NOMINEE OF DTC, HAS AN INTEREST HEREIN.]

No. 2016P - _____ \$ _____

STATE OF CALIFORNIA
DEPARTMENT OF WATER RESOURCES
Power Supply Revenue Bonds, Series 2016P

<u>Bond Date</u>	<u>Interest Rate</u>	<u>Maturity Date</u>	<u>CUSIP</u>
September 28, 2016		May 1, _____	

Registered Owner: CEDE & CO.

Principal Amount: _____ Dollars

The STATE OF CALIFORNIA DEPARTMENT OF WATER RESOURCES (the “Department”) acknowledges itself indebted to, and for value received hereby promises to pay, but solely from the Trust Estate and not otherwise, to the registered owner or registered assigns, the Principal Amount specified above on the Maturity Date specified above in any coin or currency of the United States of America which at the time of payment is legal tender for the payment of public and private debts, upon presentation and surrender at the office of the Paying Agent designated for such purpose, and to pay to the Registered Owner hereof interest on such Principal Amount in like coin or currency and at the rate of interest per annum specified above. Interest on this Bond shall be payable from the May 1 or November 1 next preceding the date of authentication to which interest shall have been paid, unless such date of authentication is a May 1 or November 1, in which case from such date if interest has been paid to such date; provided, however, that such interest shall be payable on this Bond from the Bond Date specified above if the date of authentication is prior to the first interest payment date therefor. Interest on this Bond shall be payable semi-annually on May 1 and November 1 in each year commencing May 1, 2017, in each case to the registered owner as of the close of business on the fifteenth day (whether or not a Business Day) of the calendar month next preceding the calendar month in which the interest payment date occurs (the “Record Date”), such interest to be paid by the Paying Agent by check mailed to the registered owner at such Owner’s address as it appears on the books of registry required to be kept by the Department at the office of the Registrar pursuant to the Indenture or by wire transfer of immediately available funds to the account specified by the Owner of at least \$1,000,000 aggregate principal amount of Series 2016P Bonds hereafter referred to in a written direction received by the Paying Agent at its office designated for such purpose on or prior to the Record Date. Interest on overdue principal of and, to the extent lawful, on overdue premium and interest shall be paid as provided by the Thirteenth Supplemental Indenture hereafter referred to. If any payment on this Bond is due on a day other than a Business Day, payment will be made on the next Business Day, and no interest will accrue as a result.

This Bond is one of a duly authorized issue of bonds of the Department designated as its “Bonds” issued and to be issued in various series under and pursuant to Division 27 (commencing with Section 80000) of the California Water Code, as amended (the “Act”), and under and pursuant to a Trust Indenture dated as of October 1, 2002, as amended by a Second Supplemental Trust Indenture dated as of November 1, 2002, and a Ninth Supplemental Trust Indenture dated as of May 1, 2010, (the “Master Indenture”), among the Department, the Treasurer of the State of California, as Trustee (including its successors, the “Trustee”), and U.S. Bank National Association, as Co-Trustee (including its successors, the “Co-Trustee”), authorizing and securing the Department’s Power Supply Revenue Bonds, and a Thirteenth Supplemental Trust Indenture dated as of September 1, 2016 (the “Thirteenth Supplemental Indenture”) among the Department, the Trustee and the Co-Trustee. The Master Indenture and the Thirteenth Supplemental Indenture, as the same may be amended, are herein collectively called the “Indenture”. Capitalized terms used herein and not otherwise defined herein shall have the meanings provided in the Indenture.

This Bond is one of a series of Bonds of various maturities designated as “Power Supply Revenue Bonds, Series 2016P” (the “Series 2016P Bonds”) issued in the aggregate principal amount of \$567,230,000 under the Indenture. Copies of the Indenture are on file at the office of the Department and at the offices of the Trustee and Co-Trustee designated for such

purpose. The Trustee is also the initial Registrar and initial Paying Agent for the Series 2016P Bonds. The Department may appoint additional or different Paying Agents and a different Registrar for the Series 2016P Bonds as provided in the Indenture and, if so, references herein to the Paying Agent and Registrar shall be deemed also to include such additional Paying Agents or Registrar, as the case may be.

The Bonds are payable as to principal and interest solely from and are equally and ratably secured solely by the Trust Estate, subject to the provisions of the Indenture permitting the application of such Trust Estate to the purposes and on the terms and conditions set forth in the Indenture, including, without limitation, the prior application of Power Charge Revenues to the payment of Operating Expenses, the prior application of Bond Charge Revenues to the payment of Priority Contract Costs, Outstanding Notes and related costs of the Department, and the application of Bond Charge Revenues to the payment of certain costs on a parity with the Bonds. The principal of and interest on the Bonds shall not be payable from the general funds of the Department nor shall the Bonds constitute a legal or equitable pledge, charge, lien or encumbrance upon any of the property or upon any of the income, receipts or revenues of the Department, except the Trust Estate.

Reference is hereby made to the Indenture, and to all of the provisions of which any holder of this Series 2016P Bond by his acceptance hereof hereby assents, for definitions of terms; the description of and the nature and extent of the pledge and covenants securing the Bonds, including this Series 2016P Bond; the Revenues and other moneys and securities constituting the Trust Estate pledged to the payment of the principal of and interest on the Bonds; the nature and extent and manner of enforcement of the pledge thereunder; the conditions upon which the Indenture may be amended or supplemented with or without the consent of the Owners of the Bonds; the rights and remedies of the Owner hereof with respect hereto and thereto, including the limitations therein contained upon the right of an Owner hereof to institute any suit, action or proceeding in equity or at law with respect hereto and thereto; the rights, duties and obligations of the Department, the Trustee and the Co-Trustee hereunder and thereunder; the terms and provisions upon which the pledges and covenants made therein may be discharged at or prior to the maturity of this Series 2016P Bond, and the Series 2016P Bond thereafter no longer be secured by the Indenture or be deemed to be Outstanding thereunder, if moneys or certain specified securities shall have been deposited with the Trustee or Paying Agent sufficient and held in trust solely for the payment hereof; and for the other terms and provisions thereof.

As provided in the Indenture, Bonds may be issued from time to time pursuant to Supplemental Indentures in one or more series, in various principal amounts, may mature at different times, may bear interest at different rates and may otherwise vary as provided in the Indenture. The aggregate principal amount of Bonds which may be issued under the Indenture is not limited except as provided in the Indenture, and all Bonds issued and to be issued under the Indenture are and will be equally secured by the pledge and covenants made therein, except as otherwise expressly provided or permitted in the Indenture.

This Series 2016P Bond is transferable, as provided in the Indenture, only upon the books of registry of the Department kept for that purpose at the above-mentioned office of the Registrar by the Owner hereof in person, or by his attorney duly authorized in writing, upon

surrender of the Bond together with a written instrument of transfer satisfactory to the Registrar duly executed by the Owner or his duly authorized attorney, and thereupon a new registered Series 2016P Bond or Bonds, and in the same aggregate principal amount, Series, maturity and interest rate shall be issued to the transferee in exchange therefor as provided in the Indenture, and upon payment of the charges therein prescribed. The Department and each Fiduciary may deem and treat the Person in whose name this Bond is registered as the absolute owner hereof for the purpose of receiving payment of, or on account of, the principal hereof and interest due hereon and for all other purposes, and all such payments so made to any such registered owner or upon his order shall be valid and effectual to satisfy and discharge the liability upon such Bond to the extent of the sum or sums so paid, and neither the Department nor any Fiduciary shall be affected by any notice to the contrary.

The Series 2016P Bonds maturing May 1, 2021 shall be retired from Sinking Fund Installments in the principal amounts, on the redemption dates and in the manner set forth in the Thirteenth Supplemental Indenture.

THE PRINCIPAL OF THE SERIES 2016P BONDS MAY NOT BE DECLARED DUE AND PAYABLE BEFORE THE MATURITY THEREOF AS A RESULT OF AN EVENT OF DEFAULT UNDER THE INDENTURE.

The Act provides that neither the person executing the determination to issue Bonds nor any person executing the Series 2016P Bonds shall be personally liable or be subject to any personal liability or accountability by reason of the issuance thereof.

Pursuant to Section 80200(e) of the California Water Code, the Department, as agent for the State of California, does hereby pledge to and agree with the holder of this Bond that while this Bond remains outstanding and not fully performed or discharged, the rights, powers, duties and existence of the Department and the California Public Utilities Commission shall not be diminished or impaired in any manner that will affect adversely the interests or rights of the holders of this Bond.

Neither the faith and credit nor the taxing power of the State of California or any political subdivision thereof is pledged to the payment of the principal of or interest on this Bond.

It is hereby certified and recited that all conditions, acts and things required by law and the Indenture to exist, to have happened and to have been performed precedent to and in the issuance of this Bond, exist, have happened and have been performed and that the issuance of the Series 2016P Bonds, together with all other indebtedness of the Department, is within every debt and other limit prescribed by the laws of the State of California.

This Bond shall not be entitled to any benefit under the Indenture or be valid or become obligatory for any purpose until this Bond shall have been authenticated by the execution by the Registrar of the Registrar's Certificate of Authentication hereon.

IN WITNESS WHEREOF, THE STATE OF CALIFORNIA DEPARTMENT OF WATER RESOURCES has caused this Bond to be signed in its name and on its behalf by the manual or facsimile signature of an Authorized Officer and attested by the facsimile signature of another Authorized Officer.

STATE OF CALIFORNIA
DEPARTMENT OF WATER RESOURCES

By: _____
Authorized Officer

Attest:

Authorized Officer

REGISTRAR'S CERTIFICATE OF AUTHENTICATION

This Bond is one of the bonds, of the series designated therein, described in the within-mentioned Indenture.

TREASURER OF THE STATE OF CALIFORNIA
Registrar

By: _____
Authorized Officer

Date of Authentication:

ASSIGNMENT

FOR VALUE RECEIVED, the undersigned hereby sells, assigns and transfers unto

Please insert Social Security or
Taxpayer Identification Number of Transferee

/ _____ /

(Please print or typewrite name and address, including zip code of Transferee)

the within Bond and all rights thereunder, and hereby irrevocably constitutes and appoints

attorney to register the transfer of the within Bond on the books kept for registration thereof,
with full power of substitution in the premises.

Dated: _____

Signature Guaranteed:

NOTICE: Signature(s) must be guaranteed
by a member or participant of a signature
program.

NOTICE: The signature above must
correspond with the name of the Owner as
it appears upon the front of this Bond in
every particular, without alteration or
enlargement or change whatsoever.

APPENDIX B
REFUNDED BONDS

Series Designation	Interest Rate	Maturity Date	Redemption Date	CUSIP* 13066Y	Outstanding Par Amount	Redemption Par Amount
2005F-3	4.375%	May 1, 2020	May 1, 2018	PE3	\$ 15,000,000	\$ 15,000,000
2005F-3	5.000	May 1, 2020	May 1, 2018	PF0	31,595,000	31,595,000
2005F-3	4.625	May 1, 2021	May 1, 2018	PG8	6,050,000	6,050,000
2005F-3	5.000	May 1, 2021	May 1, 2018	PH6	96,925,000	96,925,000
2005F-5	4.750	May 1, 2022	May 1, 2018	PJ2	14,115,000	14,115,000
2005F-5	5.000	May 1, 2022	May 1, 2018	PK9	184,445,000	184,445,000
2008H	4.250	May 1, 2021	May 1, 2018	TE9	6,370,000	6,370,000
2008H	5.000	May 1, 2021	May 1, 2018	TF6	28,890,000	28,890,000
2008H	5.000	May 1, 2021	May 1, 2018	TG4	47,940,000	47,940,000
2008H	4.375	May 1, 2022	May 1, 2018	TH2	13,400,000	13,400,000
2008H	5.000	May 1, 2022	May 1, 2018	TJ8	39,260,000	39,260,000
2008H	5.000	May 1, 2022	May 1, 2018	TK5	71,340,000	71,340,000

* CUSIP numbers have been assigned by an organization not affiliated with the Department of Water Resources or the Trustee, Co-Trustee, Registrar and Paying Agent and are included solely for the convenience of the bondholders. None of the Department of Water Resources, the Trustee, the Co-Trustee, or the Registrar and Paying Agent shall be responsible for the selection or use of CUSIP numbers, nor is any representation made as to their correctness on the Bonds or as indicated in this notice.