

---

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

**FORM 8-K**

Current Report Pursuant to Section 13 or 15(d) of  
The Securities Exchange Act of 1934

Date of Report (date of earliest event reported): November 17, 2010

**CALIFORNIA WATER SERVICE GROUP**

(Exact name of Registrant as Specified in its Charter)

**Delaware**  
(State or other jurisdiction of incorporation)

**1-13883**  
(Commission file number)

**77-0448994**  
(I.R.S. Employer Identification Number)

**1720 North First Street**  
**San Jose, California**  
(Address of principal executive offices)

**95112**  
(Zip Code)

**(408) 367-8200**  
(Registrant's telephone number, including area code)

**N/A**  
(Former name or former address, if changed since last report)

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

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

**Item 1.01. Entry into a Material Definitive Agreement**

On November 17, 2010, California Water Service Company (“Cal Water”), a wholly-owned subsidiary of California Water Service Group (the “Registrant”), entered into an Underwriting Agreement with Robert W. Baird & Co. Incorporated, as representative of the several underwriters, relating to the sale and issuance to the public of \$100,000,000 aggregate principal amount of its 5.500% First Mortgage Bonds due 2040, which are fully and unconditionally guaranteed by the Registrant.

A copy of the Underwriting Agreement is attached hereto as Exhibit 1.1 and incorporated herein by reference.

**Item 2.03. Creation of a Direct Financial Obligation or an Obligation under an Off-Balance Sheet Arrangement of a Registrant**

On November 22, 2010, Cal Water completed the sale and issuance to the public (the “Offering”) of \$100 million aggregate principal amount of its 5.500% First Mortgage Bonds due 2040 (the “Bonds”), which are fully and unconditionally guaranteed by the Registrant. Robert W. Baird & Co. Incorporated and Blaylock Robert Van, LLC acted as joint book running managers for the Offering. The Bonds will mature on December 1, 2040, and interest on the Bonds will accrue and be payable semi-annually in arrears on June 1 and December 1 commencing on June 1, 2011, at the rate of 5.500% per annum. The Bonds are secured by the lien on substantially all of Cal Water’s properties, subject to certain exceptions and permitted liens, and rank equally with all of Cal Water’s other first mortgage bonds. There is no sinking fund for the Bonds.

Cal Water intends to use a portion of the net proceeds of the Offering to pay down outstanding short-term borrowings. Further, Cal Water plans to add the remainder of the net proceeds to its general funds to be used for general corporate purposes, including capital projects.

**ITEM 9.01. FINANCIAL STATEMENTS AND EXHIBITS.**

We hereby file the following exhibits with this report:

<u>Exhibit No.</u>	<u>Description</u>
1.1	Underwriting Agreement, dated November 17, 2010
4.1	Fifty-Eighth Supplemental Indenture dated as of November 22, 2010, between California Water Service Company and U.S. Bank National Association, as Trustee.
5.1	Opinion of Gibson, Dunn & Crutcher LLP

---

**SIGNATURES**

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

**CALIFORNIA WATER SERVICE GROUP**

Date: November 22, 2010

By: /s/ Martin A. Kropelnicki  
Name: Martin A. Kropelnicki  
Title: Vice President, Chief Financial Officer  
and Treasurer

**CALIFORNIA WATER SERVICE COMPANY**

**\$100,000,000**

**5.500% FIRST MORTGAGE BONDS DUE 2040, SERIES PPP**

**UNCONDITIONALLY GUARANTEED AS TO PAYMENT OF  
PRINCIPAL, PREMIUM, IF ANY, AND INTEREST BY CALIFORNIA  
WATER SERVICE GROUP**

**UNDERWRITING AGREEMENT**

November 17, 2010

---

ROBERT W. BAIRD & CO. INCORPORATED  
As Representative of the Several Underwriters  
Identified in Schedule I Annexed Hereto  
c/o Robert W. Baird & Co. Incorporated  
777 East Wisconsin Avenue  
Milwaukee, Wisconsin 53202

Ladies and Gentlemen:

California Water Service Company, a California corporation (the "**Company**"), proposes to sell to the several Underwriters named in Schedule I hereto (the "**Underwriters**"), the principal amount of its securities identified in Schedule II hereto (the "**Bonds**"), to be issued under the Indenture, by and among the Company and U.S. Bank National Association, as successor trustee (the "**Trustee**"), dated as of April, 1928, as amended and supplemented by the First through Thirty-Eighth Supplemental Indentures (the "**Base Indenture**"), the Thirty-Ninth Supplemental Indenture by and between the Company and the Trustee, dated as of April 17, 2009 (the "**Thirty-Ninth Supplemental Indenture**") and the Fifty-Eighth Supplemental Indenture by and between the Company and the Trustee to be dated as of November 22, 2010 (the "**Fifty-Eighth Supplemental Indenture**"). The term "**Mortgage Indenture**" as used herein includes the Base Indenture, the Thirty-Ninth Supplemental Indenture and the Fifty-Eighth Supplemental Indenture. The Bonds will be unconditionally guaranteed (the "**Guarantee**") as to payment of principal, premium, if any, and interest by California Water Service Group, a Delaware corporation (the "**Parent**"). The term "**Securities**" as used herein includes the Bonds and the Guarantee. Robert W. Baird & Co. Incorporated ("**Baird**") is acting as representative of the Underwriters for the offering contemplated hereby (the "**Manager**").

The Company and Parent have prepared and filed, in accordance with the Securities Act of 1933, as amended (the "**Securities Act**"), and the rules and regulations thereunder, with the Securities and Exchange Commission (the "**Commission**") a registration statement on Form S-3 (file number 333-158484), including a prospectus, relating to the Securities, which registration statement and prospectus incorporate or are deemed to incorporate by reference documents that the Parent has filed, or will file, with the Commission in accordance with the Securities Exchange Act of 1934, as amended (the "**Exchange Act**"), and the rules and regulations thereunder. The registration statement as amended at the time it became effective for purposes of Section 11 of the Securities Act (as such section applies to the Underwriters), including the documents filed as part thereof and information contained or incorporated by reference in the prospectus (the "**Incorporated Documents**") or otherwise deemed to be part of the registration statement at the time of effectiveness pursuant to Rule 430A or Rule 430B under the Securities Act, is hereinafter referred to as the "**Registration Statement**." The Company and Parent have also filed with, or transmitted for filing to, or shall promptly after the date of this Agreement and in any event within the applicable period specified in Rule 424 of the Securities Act file with or transmit for filing to, the Commission a prospectus supplement (in the form first used to confirm sales of the Securities (or in the form first made available to the Underwriters by the Company and Parent to meet requests of purchasers pursuant to Rule 173 under the Securities Act), the "**Prospectus Supplement**") pursuant to Rule 424 under the Securities Act. The term "**Base**

---

**Prospectus**” means the prospectus dated November 16, 2010, relating to the Securities, in the form in which it has most recently been filed with the Commission as part of the Registration Statement on or prior to the date of this Agreement. The term “**Prospectus**” means the Base Prospectus as supplemented by the Prospectus Supplement. The term “**Preliminary Prospectus**” means any preliminary form of Prospectus (including without limitation the preliminary Prospectus Supplement dated November 16, 2010, filed with the Commission pursuant to Rule 424). “**Effective Date**” shall mean any date and time as of which any part of the Registration Statement became, or is deemed to have become, effective under the Securities Act in accordance with the rules and regulations thereunder.

For purposes of this Agreement, “**free writing prospectus**” has the meaning set forth in Rule 405 under the Securities Act; “**Time of Sale Prospectus**” means the Base Prospectus and the Preliminary Prospectus, together with the free writing prospectuses, if any, each identified in Schedule III hereto (each, a “**Permitted Free Writing Prospectus**”), and other information conveyed to purchasers of the Securities at or prior to the Time of Sale as set forth in Schedule III hereto; “**Time of Sale**” means 5:00 p.m. (Central Time) on the date of this Agreement; and “**road show**” has the meaning set forth in Rule 433(h)(4) under the Securities Act. As used herein, the terms “Registration Statement,” “Base Prospectus,” “Preliminary Prospectus,” “Time of Sale Prospectus” and “Prospectus” shall include the Incorporated Documents, including, unless the context otherwise requires, the documents, if any, filed as exhibits to such Incorporated Documents. The terms “supplement,” “amendment” and “amend” as used herein with respect to the Registration Statement, the Base Prospectus, the Time of Sale Prospectus, any Preliminary Prospectus, the Prospectus or any free writing prospectus shall include all documents subsequently filed by the Parent with the Commission pursuant to the Exchange Act that are deemed to be incorporated by reference therein.

1. *Representations and Warranties of the Company and Parent.* The Company and Parent jointly and severally represent and warrant to and agree with each of the Underwriters on the date hereof and on the Closing Date (as defined in Section 4) that:

(a) The Registration Statement has become effective under the Securities Act; no stop order suspending the effectiveness of the Registration Statement or preventing or suspending the use of any Preliminary Prospectus or the Prospectus is in effect, and to the Company’s or the Parent’s knowledge, no proceedings for such purpose are pending before or threatened by the Commission. For purposes of this Agreement, “**knowledge**” means the actual knowledge of the executive officers and directors of the Company or the Parent following reasonable inquiry.

(b) The Base Prospectus and any Preliminary Prospectus filed as part of the registration statement as originally filed or as part of any amendment thereto, or filed pursuant to Rule 424 under the Securities Act, complied when so filed in all material respects with the Securities Act and the rules and regulations thereunder (including, without limitation, Rule 430B(a) or 430A(b)).

(c) (i) Each document, if any, filed or to be filed pursuant to the Exchange Act and incorporated by reference in the Time of Sale Prospectus or the Prospectus complied or will comply when so filed in all material respects with the Exchange Act and the applicable rules and regulations of the Commission thereunder; (ii) the Registration Statement, on the Effective Date,

did not contain and as amended or supplemented up to the Closing Date (as defined in Section 4) will not contain any untrue statement of a material fact or omit to state a material fact required to be stated therein or necessary to make the statements therein not misleading; (iii) the Registration Statement complied and, as amended or supplemented, if applicable, will comply in all material respects with the Securities Act and the Trust Indenture Act of 1939 (the “**Trust Indenture Act**”) and rules and regulations thereunder; the conditions to the use of Form S-3 in connection with the offering and sale of the Securities as contemplated hereby have been satisfied; the Registration Statement meets, and the offering and sale of the Securities as contemplated hereby complies with, the requirements of Rule 415 under the Securities Act (including without limitation Rule 415(a)(5)); (iv) the Registration Statement is an “automatic shelf registration statement” as defined in Rule 405 under the Securities Act filed not earlier than three years prior to the date hereof, and the Company has not received notice that the Commission objects to the use of the Registration Statement as an automatic shelf registration statement; (v) at no time during the period that began on the earlier of the date of the Preliminary Prospectus and the date on which the Preliminary Prospectus was filed with the Commission and ended immediately prior to the execution of this Agreement did any Preliminary Prospectus contain any untrue statement of a material fact or omit to state a material fact necessary to make the statements therein, in the light of the circumstances under which they were made, not misleading; (vi) the Time of Sale Prospectus does not, and at the Time of Sale and at the Closing Date (as defined in Section 4), the Time of Sale Prospectus, as then amended or supplemented by the Company or the Parent, if applicable, will not contain any untrue statement of a material fact or omit to state a material fact necessary to make the statements therein, in light of the circumstances under which they were made, not misleading; (vii) each Permitted Free Writing Prospectus does not conflict with the information contained in the Registration Statement, the Time of Sale Prospectus or the Prospectus; (viii) each road show, when considered together with the Time of Sale Prospectus, does not contain any untrue statement of a material fact or omit to state a material fact necessary to make the statements therein, in the light of the circumstances under which they were made, not misleading; (ix) the Prospectus, as of the date it is filed with the Commission pursuant to Rule 424 and at the Closing Date will comply in all material respects with the Securities Act (including without limitation Section 10(a) of the Securities Act) and the Trust Indenture Act and will not contain any untrue statement of a material fact or omit to state a material fact necessary to make the statements therein, in the light of the circumstances under which they were made, not misleading; and (x) on the Closing Date, the Mortgage Indenture will comply in all material respects with the Trust Indenture Act; provided, however, that the representations and warranties set forth in this Section 1(c) do not apply to (i) that part of the Registration Statement which shall constitute the Statement of Eligibility and Qualification (Form T-1) under the Trust Indenture Act of the Trustee or (ii) statements or omissions in the Registration Statement, the Time of Sale Prospectus, any Preliminary Prospectus, any Permitted Free Writing Prospectus, any road show or the Prospectus or any amendments or supplements thereto based upon information relating to any Underwriter furnished to the Company or the Parent in writing by such Underwriter through the Manager expressly for use therein, it being agreed that the only information furnished by the Underwriters to the Company or the Parent expressly for use therein are names of the Underwriters on the front cover, back cover and in the first paragraph of the “Underwriting” section of the Prospectus Supplement (and any Preliminary Prospectus) and the statements contained in the second, sixth and seventh paragraphs of the “Underwriting” section of the Prospectus Supplement (and any Preliminary Prospectus).

(d) Prior to the execution of this Agreement, neither the Company nor the Parent has, directly or indirectly, offered or sold any Securities by means of any “prospectus” (within the meaning of the Securities Act) or used any “prospectus” (within the meaning of the Securities Act) in connection with the offer or sale of the Securities, in each case other than the Preliminary Prospectus and/or the Permitted Free Writing Prospectuses; neither the Company nor the Parent has, directly or indirectly, prepared, used or referred to any free writing prospectuses, without the prior written consent of Baird, other than the Permitted Free Writing Prospectuses and road shows furnished or presented to the Manager before first use. Each Permitted Free Writing Prospectus has been prepared, used or referred to in compliance with Rule 163 or Rules 164 and 433 under the Securities Act; assuming that such Permitted Free Writing Prospectus is so sent or given after the Registration Statement was filed with the Commission (and after such Permitted Free Writing Prospectus was, if required pursuant to Rule 433(d) under the Securities Act, filed with the Commission), the sending or giving, by any Underwriter, of any Permitted Free Writing Prospectus will satisfy the provisions of Rule 164 and Rule 433 (without reliance on subsections (b), (c) and (d) of Rule 164); the conditions set forth in one or more of subclauses (i) through (iv), inclusive, of Rule 433(b)(1) under the Securities Act are satisfied, and the registration statement relating to the offering of the Securities contemplated hereby, as initially filed with the Commission, includes a prospectus that, other than by reason of Rule 433 or Rule 431 under the Securities Act, satisfies the requirements of Section 10 of the Securities Act; neither the Company, the Parent nor the Underwriters are disqualified, by reason of subsection (f) or (g) of Rule 164 under the Securities Act, from using, in connection with the offer and sale of the Securities, free writing prospectuses pursuant to Rules 164 and 433 under the Securities Act; and each Permitted Free Writing Prospectus that the Company or the Parent has filed, or is required to file, pursuant to Rule 433(d) under the Securities Act or that was used or referred to by the Company or the Parent complies or will comply in all material respects with the requirements of the Securities Act.

(e) The Parent was a “well-known seasoned issuer” (as defined in Rule 405 under the Securities Act) as of the most recent determination date determined pursuant to Rule 405 under the Securities Act. Neither the Parent nor the Company was an “ineligible issuer” (as defined in Rule 405 under the Securities Act) as of the eligibility determination date for purposes of Rules 164 and 433 under the Securities Act with respect to the offering of the Securities contemplated by the Registration Statement.

(f) Each of the Company and the Parent has been duly incorporated, is validly existing as a corporation in good standing under the laws of the jurisdiction of its incorporation, has the corporate power and authority to own its property and to conduct its business as described in the Time of Sale Prospectus and is duly qualified to transact business and is in good standing in each jurisdiction in which the conduct of its business or its ownership or leasing of property requires such qualification, except to the extent that the failure to be so qualified or be in good standing would not (i) have a material adverse effect on the assets, business, condition (financial or otherwise), results of operation or prospects of the Company or of the Parent and its Subsidiaries (as defined below), taken as a whole or (ii) prevent or materially interfere with consummation of the transactions contemplated hereby (the occurrence of any such effect, prevention, interference or result described in the foregoing clauses (i) or (ii) being herein referred to as a “**material adverse effect**”).



(g) Each significant subsidiary (as defined in Rule 405 of the Securities Act)(each a ‘**Subsidiary**’ and together, the ‘‘**Subsidiaries**’’) of the Company or the Parent has been duly organized, is validly existing as a corporation or limited liability company in good standing under the laws of the jurisdiction of its organization, has the corporate power and authority to own its property and to conduct its business as described in the Time of Sale Prospectus and is duly qualified to transact business and is in good standing in each jurisdiction in which the conduct of its business or its ownership or leasing of property requires such qualification, except to the extent that the failure to be so qualified or be in good standing would not have a material adverse effect; all of the issued shares of capital stock of each Subsidiary of the Company or the Parent have been duly and validly authorized and issued, are fully paid and non-assessable and are owned directly by the Company or the Parent, as applicable, free and clear of all liens, encumbrances, equities or claims. The Company is the Parent’s sole Subsidiary, and the Company has no Subsidiaries.

(h) This Agreement has been duly authorized, executed and delivered by the Company and the Parent; the Mortgage Indenture has been duly authorized and, at the Closing Date will be executed and delivered by the Company; and the Guarantee has been duly authorized and, at the Closing Date, will be executed and delivered by the Parent.

(i) The authorized and outstanding capitalization of the Parent is as set forth in its condensed consolidated balance sheet as of December 31, 2009, incorporated into the Time of Sale Prospectus and will be at the Time of Sale as set forth in the condensed consolidated balance sheet as of December 31, 2009, subject, in each case, to the issuance of shares of common stock of the Parent upon exercise of stock options and warrants disclosed as outstanding in the Time of Sale Prospectus or the Prospectus, as the case may be, and the grant of options under existing stock option plans described in the Time of Sale Prospectus or the Prospectus. The authorized capital stock of the Parent conforms and will conform as to legal matters to the description thereof contained in the Time of Sale Prospectus and the Prospectus.

(j) The shares of the Company’s common stock outstanding and the Parent’s common stock outstanding have been duly authorized, are validly issued, fully paid and non-assessable, have been issued in compliance with applicable securities laws and were not issued in violation of any preemptive or similar rights.

(k) Neither the execution and delivery by the Company of, nor the performance by the Company of its obligations under, this Agreement or the Mortgage Indenture, nor the execution and delivery by the Parent, nor the performance by the Parent of its obligations under, this Agreement or the Guarantee, will conflict with, contravene, result in a breach or violation of, or imposition of any lien, charge or encumbrance upon any assets of the Company, the Parent or any of their respective Subsidiaries pursuant to, or constitute a default under (i) any statute, law, rule, regulation, judgment, order or decree of any governmental body, regulatory or administrative agency or court having jurisdiction over the Company, the Parent or any of their respective Subsidiaries; (ii) the certificate of incorporation or bylaws of the Company, the Parent or any of their respective Subsidiaries; or (iii) any other contract, agreement, obligation, covenant or instrument to which the Company, the Parent or any of their respective Subsidiaries (or any of their respective assets) is subject or bound, except in the case of clauses (i) or (iii) to

the extent such conflicts, contraventions, breaches, violations, liens, charges and encumbrances, if any, would not have a material adverse effect.

(l) No approval, authorization, consent or order of or filing with any federal, state, local or foreign governmental or regulatory commission, board, body, authority or agency, or of or with any self-regulatory organization or other non-governmental regulatory authority, or approval of the Company's or the Parent's stockholders, is required in connection with the issuance and sale of the Securities or the consummation of the transactions contemplated hereby, other than (i) registration of the Securities under the Securities Act, which has been effected, (ii) any necessary qualification under the securities or blue sky laws of the various jurisdictions in which the Securities are being offered by the Underwriters or (iii) applicable regulatory requirements (including the approval of the California Public Utilities Commission (the "CPUC").

(m) The CPUC has issued an order authorizing the issuance and sale by the Company of the Bonds, and such order is in full force and effect and sufficient for the issuance and sale of the Bonds to the Underwriters.

(n) There are no actions, suits, claims, investigations or proceedings pending or, to the Company's or the Parent's knowledge, threatened to which the Company, the Parent or any of their respective Subsidiaries or any of their respective directors or officers (in their capacity as a director or officer of the Company, the Parent or a Subsidiary) is a party or of which any of their respective properties is or would be subject at law or in equity, before or by any federal, state, local or foreign governmental or regulatory commission, board, body, authority or agency, or before or by any self-regulatory organization or other non-governmental regulatory authority (i) other than any such action, suit, claim, investigation or proceeding accurately described in the Time of Sale Prospectus or which, if resolved adversely to the Company, the Parent or any of their respective Subsidiaries, would not, individually or in the aggregate, have a material adverse effect or (ii) that are required to be described in the Time of Sale Prospectus and are not so described. There are no statutes, regulations, contracts or other documents that are required to be described in the Registration Statement or the Prospectus or to be filed as exhibits to the Registration Statement that are not described or filed as required.

(o) Neither the Company nor the Parent is, and after giving effect to the offering and sale of the Securities and the application of the proceeds thereof as described in the Time of Sale Prospectus and the Prospectus neither the Company nor the Parent will be, required to register as an "investment company" as such term is defined in the Investment Company Act of 1940, as amended.

(p) The financial statements included in the Registration Statement, the Time of Sale Prospectus and the Prospectus, together with the related notes and schedules, present fairly the consolidated financial position of the Parent and its Subsidiaries as of the dates indicated and the consolidated results of operations, cash flows and changes in stockholders' equity of the Parent for the periods specified and have been prepared in compliance with the requirements of the Securities Act and Exchange Act and in conformity with U.S. generally accepted accounting principles applied on a consistent basis during the periods involved; the other financial and statistical data contained in the Registration Statement, the Time of Sale Prospectus and the

Prospectus are accurately and fairly presented and prepared on a basis consistent with the financial statements and books and records of the Company and the Parent; there are no financial statements (historical or pro forma) that are required to be included or incorporated by reference in the Registration Statement, the Time of Sale Prospectus or the Prospectus that are not included or incorporated by reference as required; neither the Company, the Parent nor any of their respective Subsidiaries has any material liabilities or obligations, direct or contingent (including any off-balance sheet obligations), not described in the Time of Sale Prospectus or the Prospectus.

(q) All statistical or market-related data included in the Time of Sale Prospectus, the Prospectus and the Permitted Free Writing Prospectuses are based on or derived from sources that the Parent reasonably believes to be reliable and accurate, and the Company and the Parent have obtained the written consent to the use of such data from such sources to the extent required. Each “forward-looking statement” (within the meaning of Section 27A of the Securities Act or Section 21E of the Exchange Act) contained in the Registration Statement, the Time of Sale Prospectus, the Prospectus and the Permitted Free Writing Prospectuses has been made or reaffirmed with a reasonable basis and in good faith.

(r) The Company, the Parent and each of their respective Subsidiaries (i) are in compliance with any and all applicable federal, state and local laws and regulations relating to the protection of human health and safety, the environment or hazardous or toxic substances or wastes, pollutants or contaminants (“**Environmental Laws**”), (ii) have received all permits, licenses or other approvals required of them under applicable Environmental Laws to conduct their respective businesses and (iii) are in compliance with all terms and conditions of any such permit, license or approval, except where such noncompliance with Environmental Laws, failure to receive required permits, licenses or other approvals or failure to comply with the terms and conditions of such permits, licenses or approvals would not have a material adverse effect. There are no costs or liabilities associated with Environmental Laws (including, without limitation, any capital or operating expenditures required for clean-up, closure of properties or compliance with Environmental Laws or any permit, license or approval, any related constraints on operating activities and any potential liabilities to third parties) which would have a material adverse effect.

(s) Subsequent to the respective dates as of which information is given in each of the Registration Statement, the Time of Sale Prospectus, and the Prospectus, (i) there has not occurred any material adverse change, or any development involving a prospective material adverse change, in the assets, business, condition (financial or otherwise), management, operations or earnings of the Company, the Parent and each of their respective Subsidiaries, taken as a whole (the occurrence of any such change being herein referred to as a “**material adverse change**”); (ii) the Company, the Parent and each of their respective Subsidiaries has not incurred any material liability or obligation, direct or contingent, nor entered into any material transaction; (iii) neither the Company nor the Parent has purchased any of its outstanding capital stock, nor declared, paid or otherwise made any dividend or distribution of any kind on its capital stock other than ordinary and customary dividends; and (iv) there has not been any material change in the capital stock, short-term debt or long-term debt of the Company, the Parent and each of their respective Subsidiaries, except in each case as described in each of the Registration Statement, the Time of Sale Prospectus, and the Prospectus.

(t) The Bonds have been duly authorized and executed by the Company and, when authenticated in accordance with the provisions of the Mortgage Indenture and delivered to and paid for by the Underwriters in accordance with the provisions of this Agreement, will constitute valid and legally binding obligations of the Company, secured by the lien of, and entitled to the benefits provided by, the Mortgage Indenture, equally and ratably with all other bonds of the Company duly issued and outstanding under the Mortgage Indenture, and will be enforceable against the Company in accordance with their terms, subject to bankruptcy, insolvency, fraudulent transfer, reorganization, moratorium and similar laws of general applicability relating to or affecting creditors' rights and to general equity principals (regardless of whether enforcement is considered in a proceeding in equity or law); the Bonds conform in all material respects to the description thereof contained in the Registration Statement, Time of Sale Prospectus and Prospectus.

(u) The Company, the Parent and each of their respective Subsidiaries has good and marketable title in fee simple to all real property and good and marketable title to all personal property owned by it which is material to the business of such entity (in each case, taken as a whole), in each case free and clear of all liens, encumbrances and defects except such as are described in the Time of Sale Prospectus, or such as do not materially affect the value of such property and do not materially interfere with the use made and proposed to be made of such property by such entity (in each case, taken as a whole); and any real property and buildings held under lease by the Company, the Parent or any of their respective Subsidiaries are held by such entity under valid, subsisting and enforceable leases with such exceptions as are not material and do not interfere with the use made and proposed to be made of such property and buildings by such entity, in each case except as described in the Time of Sale Prospectus. The Real Property (as defined in Schedule VI) constitutes all the real property presently owned by the Company described in the Granting Clauses of the Mortgage Indenture as subject to the lien of the Mortgage Indenture other than certain parcels that are not required as an integral part of the Company's properties (taken as a whole) or are not indispensable to its operations (taken as a whole).

(v) Each of the Company, the Parent and each of their respective Subsidiaries owns or possesses all inventions, patent applications, patents, trademarks (both registered and unregistered), trade names, service names, copyrights, trade secrets and other proprietary information described in the Registration Statement, the Time of Sale Prospectus and the Prospectus as being owned or licensed by it or which is necessary for the conduct of, or material to, its businesses (collectively, the "**Intellectual Property**"), and neither the Company nor the Parent have knowledge of any claim to the contrary or any challenge by any other person to the rights of the Company, the Parent or any of their respective Subsidiaries with respect to the Intellectual Property. To the knowledge of the Company or the Parent, neither the Company, the Parent nor any of their respective Subsidiaries has infringed or is infringing the intellectual property of a third party, and neither the Company, the Parent nor any of their respective Subsidiaries has received notice of a claim by a third party to the contrary.

(w) No material labor dispute with the employees of the Company, the Parent or any of their respective Subsidiaries exists, except as described in the Time of Sale Prospectus, or, to the knowledge of the Company or the Parent, is threatened; and the Company and the Parent have no knowledge of any existing or threatened labor disturbance by the employees of any of its

principal suppliers, contractors or vendors that could have a material adverse effect. Neither the Company, the Parent nor any of their respective Subsidiaries is in violation of any provision of the Employee Retirement Income Security Act of 1974, as amended, or the rules and regulations promulgated thereunder, except for such violations as would not have a material adverse effect.

(x) The Company, the Parent and each of their respective Subsidiaries are insured by insurers of recognized financial responsibility against such losses and risks and in such amounts as are prudent and customary in the businesses in which they are engaged; other than as described in the Time of Sale Prospectus, neither the Company, the Parent nor any of their respective Subsidiaries has been refused any insurance coverage sought or applied for, except such as would not have a material adverse effect; and neither the Company, the Parent nor any of their respective Subsidiaries has knowledge that it will not be able to renew its existing insurance coverage as and when such coverage expires or to obtain similar coverage from similar insurers as may be necessary to continue its business at a cost that would not have a material adverse effect.

(y) The Company, the Parent and their respective Subsidiaries possess all material certificates, authorizations and permits issued by the appropriate federal, state or regulatory authorities necessary to conduct their respective businesses, and neither the Company, the Parent nor any of their respective Subsidiaries has received any notice of proceedings relating to the revocation or modification of any such certificate, authorization or permit which, singly or in the aggregate, if the subject of an unfavorable decision, ruling or finding, would have a material adverse effect.

(z) Except as otherwise would not have a material adverse effect, no Subsidiary of the Company or the Parent is subject to any material direct or indirect prohibition on paying any dividends to the Company or the Parent, on making any other distribution on such Subsidiary's capital stock, on repaying to the Company or the Parent any loans or advances to such Subsidiary from the Company or the Parent or on transferring any of such Subsidiary's property or assets to the Company or the Parent or any other Subsidiary of the Company or the Parent, except as described in the Time of Sale Prospectus.

(aa) The Parent maintains "internal control over financial reporting" (as defined in Rules 13a-15 and 15d-15 under the Exchange Act) in compliance with the requirements of the Exchange Act. The Parent's internal control over financial reporting has been designed by the Parent's principal executive officer and principal financial officer, or under their supervision, to provide reasonable assurance regarding the reliability of financial reporting and the preparation of financial statements for external purposes in accordance with U.S. generally accepted accounting principles and is effective in performing the functions for which it was established. Except as described in the Time of Sale Prospectus, since the end of the Parent's most recent audited fiscal year, there has been (i) no significant deficiency or material weakness in the design or operation of the Parent's internal control over financial reporting (whether or not remediated) which is reasonably likely to adversely affect the Parent's ability to record, process, summarize and report financial information, and (ii) no change in the Parent's internal control over financial reporting that has materially affected, or is reasonably likely to materially affect, the Parent's internal control over financial reporting.

(bb) The Parent maintains “disclosure controls and procedures” (as such term is defined in Rules 13a-15 and 15d-15 under the Exchange Act); such disclosure controls and procedures are designed to ensure that material information relating to the Parent, including its consolidated Subsidiaries, is made known to the Parent’s Chief Executive Officer and Chief Financial Officer by others within those entities, and such disclosure controls and procedures are effective in performing the functions for which they were established; the principal executive officers (or their equivalents) and principal financial officers (or their equivalents) of the Parent have made all certifications required by the Sarbanes-Oxley Act of 2002 and any related rules and regulations promulgated by the Commission (the “**Sarbanes-Oxley Act**”), and the statements made in each such certification are accurate; the Parent, its Subsidiaries and, to its knowledge, its directors and officers are each in compliance in all material respects with the applicable provisions of the Sarbanes-Oxley Act.

(cc) Neither the Company, the Parent nor any of their respective Subsidiaries has sent or received any communication regarding termination of, or intent not to renew, any of the material contracts or agreements referred to or described in the Time of Sale Prospectus or the Prospectus, or referred to or described in, or filed as an exhibit to, the Registration Statement, and no such termination or non-renewal has been threatened by the Company, the Parent or any of their respective Subsidiaries or, to the Company’s and Parent’s knowledge, any other party to any such contract or agreement, except as would not have a material adverse effect.

(dd) All tax returns required to be filed by the Company, the Parent or any of their respective Subsidiaries have been timely filed, and all taxes and other assessments of a similar nature (whether imposed directly or through withholding) including any interest, additions to tax or penalties applicable thereto due or claimed to be due from such entities have been timely paid, other than those being contested in good faith and for which adequate reserves have been provided.

(ee) Neither the Company, the Parent nor any of their respective Subsidiaries nor, to the knowledge of the Company or the Parent, any director, officer, agent, employee or affiliate of the Company, the Parent or any of their respective Subsidiaries is aware of or has taken any action, directly or indirectly, that would result in a violation by such persons of the Foreign Corrupt Practices Act of 1977, as amended, and the rules and regulations thereunder.

(ff) Neither the Company, the Parent nor any of their respective Subsidiaries nor, to their knowledge, any of their respective directors, officers, affiliates or controlling persons has taken, directly or indirectly, any action designed, or which has constituted or might reasonably be expected to cause or result in the stabilization or manipulation of the price of any security of the Company or the Parent to facilitate the sale or resale of the Securities.

(gg) Except as described in the Registration Statement, the Time of Sale Prospectus and the Prospectus, the Company and the Parent (i) do not have any material lending or other relationship with any bank or lending affiliate of the Manager and (ii) does not intend to use any of the proceeds from the sale of the Securities hereunder to repay any outstanding debt owed to any affiliate of the Manager.

2. *Agreements to Sell and Purchase.* The Company hereby agrees to sell to the several Underwriters at the price as set forth in Schedule II hereto (the **Purchase Price**), and each Underwriter, upon the basis of the representations and warranties herein contained, but subject to the conditions herein set forth, agrees, severally and not jointly, to purchase from the Company at the Purchase Price the aggregate principal amount of the Securities set forth opposite the name of such Underwriter set forth in Schedule I hereto.

3. *Terms of Public Offering.* The Company is advised by the Manager that the Underwriters propose to make a public offering as set forth in the Time of Sale Prospectus and Prospectus Supplement of their respective portions of the Securities as soon after this Agreement has become effective as in the Manager's judgment is advisable.

4. *Payment and Delivery.* Payment for the Securities shall be made to the Company in Federal (same day funds) by wire transfer to an account at a bank acceptable to the Company and the Underwriters against delivery of the Securities for the respective accounts of the several Underwriters at 10:00 a.m., Central Time, on November 22, 2010, or at such other time on the same or such other date, not later than November 24, 2010, as the Underwriters and the Company or the Parent determine. The time and date of such payment are hereinafter referred to as the "**Closing Date**." The Securities shall be registered in such names and in such denominations as the Manager shall request in writing not later than two full business days prior to the Closing Date. The Securities shall be delivered to the Manager on the Closing Date for the respective accounts of the several Underwriters, with any taxes payable in connection with the transfer of the Securities to the Underwriters duly paid, against payment of the Purchase Price therefor.

5. *Conditions to the Underwriters' Obligations.* The several obligations of the Underwriters are subject to the condition that all representations and warranties on the part of the Company and the Parent contained in this Agreement are, on the date hereof and on the Closing Date, true and correct in all material respects (except that if a representation and warranty is made as of a specific date, and such date is expressly referred to therein, such representation and warranty shall be true and correct in all material respects as of such date), the condition that the Company and the Parent have performed their obligations required to be performed on or prior to the Closing Date and the following further conditions:

(a) Subsequent to the execution and delivery of this Agreement and prior to the Closing Date:

(i) there shall not have occurred any downgrading, nor shall any notice have been given of any intended or potential downgrading or of any review for a possible change that does not indicate the direction of the possible change, in the rating accorded any of the debt securities of the Company, the Parent or any of their respective Subsidiaries by any "nationally recognized statistical rating organization," as such term is defined for purposes of Rule 436(g)(2) under the Securities Act; and

(ii) there shall not have occurred any material adverse change from that set forth in the Time of Sale Prospectus that, in the Manager's reasonable judgment, is material and adverse and that makes it, in the Manager's reasonable judgment,

impracticable or inadvisable to offer or sell the Securities on the terms and in the manner contemplated in this Agreement and the Time of Sale Prospectus.

(b) The Underwriters shall have received on the Closing Date two certificates, dated the Closing Date, with one signed by the Chief Executive Officer and Chief Financial Officer of the Company and the other signed by the Chief Executive Officer and Chief Financial Officer of the Parent, to the effect that, to the knowledge of such officers, the respective representations and warranties of the Company and the Parent contained in this Agreement are true and correct as of the Closing Date and that the Company and the Parent, respectively, have complied with all of the agreements and satisfied all of the conditions on their part to be performed or satisfied hereunder on or before the Closing Date and as to such other matters as the Manager may reasonably request. The delivery of the certificates provided for in this Section 5(b) shall constitute a representation and warranty of the Company and the Parent as to the statements made in such certificate.

(c) The Underwriters shall have received on the Closing Date an opinion of Gibson Dunn & Crutcher LLP, outside counsel for the Company and the Parent, dated the Closing Date, to the effect set forth in Schedule IV.

(d) In addition, the Underwriters shall have received on the Closing Date a letter of Gibson, Dunn & Crutcher LLP, outside counsel for the Company and the Parent, dated the Closing Date, to the effect set forth in Schedule V.

(e) The Underwriters shall have received on the Closing Date an opinion of John S. Tootle, Corporate Counsel for the Company, dated the Closing Date, to the effect set forth in Schedule VI.

(f) The Underwriters shall have received on the Closing Date an opinion of Nossaman LLP, special regulatory counsel for the Company, dated the Closing Date, to the effect set forth in Schedule VII.

(g) The Underwriters shall have received from Faegre & Benson LLP, counsel for the Underwriters, such opinion or opinions and statements of belief, dated the Closing Date and addressed to the Manager, with respect to the issuance and sale of the Securities, the Mortgage Indenture, the Registration Statement, the Time of Sale Prospectus, the Prospectus (together with any supplement thereto) and other related matters as the Manager may reasonably require, and the Company and the Parent shall have furnished or made available to such counsel such documents as they request for the purpose of enabling them to pass upon such matters.

With respect to Section 5(d) and 5(g) above, Gibson, Dunn & Crutcher LLP and Faegre & Benson LLP may state that their beliefs are based upon their participation in the preparation of the Registration Statement, the Time of Sale Prospectus and the Prospectus and any amendments or supplements thereto and review and discussion of the contents thereof, but are without independent check or verification, except as specified.

The opinions of Gibson, Dunn & Crutcher LLP described in Section 5(c), of John S. Tootle described in Section 5(f), and of Nossaman LLP described in Section 5(e) shall be rendered to the Underwriters at the request of the Company and the Parent and shall so state therein.



(h) The Underwriters shall have received, on the date hereof and the Closing Date, a letter dated the date hereof and the Closing Date in form and substance satisfactory to the Underwriters, from each of KPMG LLP, independent public accountants, and Deloitte & Touche LLP, independent public accountants, containing statements and information of the type ordinarily included in accountants' "comfort letters" to underwriters with respect to the financial statements and certain financial information contained in the Registration Statement, the Time of Sale Prospectus and the Prospectus; provided that the letters delivered on the Closing Date shall use a "cut-off date" not earlier than the date hereof.

(i) No stop order suspending the effectiveness of the Registration Statement or preventing or suspending the use of any Preliminary Prospectus, the Time of Sale Prospectus or the Prospectus shall have been issued, and no proceedings for such purpose shall have been instituted or, to the knowledge of the Company or the Parent, threatened by the Commission; no notice of objection of the Commission to the use of the Registration Statement shall have been received; and all requests for additional information on the part of the Commission shall have been complied with to the Manager's reasonable satisfaction.

(j) The Mortgage Indenture and Guarantee shall have been duly executed and delivered, and the Underwriters shall have received copies, conformed and executed thereof.

6. *Covenants of the Company.* The Company and the Parent covenant with each Underwriter as follows:

(a) To furnish to the Manager, without charge, two signed copies of the Registration Statement (including exhibits thereto) and for delivery to each other Underwriter, upon request, a conformed copy of the Registration Statement (without exhibits thereto) and to furnish to the Manager in Milwaukee, Wisconsin, without charge, prior to 10:00 a.m. Central Time on the business day next succeeding the date of this Agreement and during the period mentioned in Section 6(f) or 6(g) below, as many copies of the Time of Sale Prospectus, the Prospectus and any supplements and amendments thereto or to the Registration Statement as the Manager may reasonably request in writing.

(b) During the period for which a prospectus relating to the Securities is required to be delivered under the Securities Act (whether physically or through compliance with Rule 172 under the Securities Act or any similar rule), before amending or supplementing the Registration Statement, the Time of Sale Prospectus or the Prospectus, to furnish to the Manager a copy of each such proposed amendment or supplement and not to file any such proposed amendment or supplement to which the Manager reasonably objects, and to file with the Commission within the applicable period specified in Rule 424(b) under the Securities Act any prospectus required to be filed pursuant to such Rule.

(c) To furnish to the Manager a copy of each proposed free writing prospectus to be prepared by or on behalf of, used by, or referred to by the Company or the Parent and not to use or refer to any proposed free writing prospectus to which the Manager reasonably objects.

(d) Not to take any action that would result in an Underwriter, the Company or the Parent being required to file with the Commission pursuant to Rule 433(d) under the Securities

Act a free writing prospectus prepared by or on behalf of the Underwriter that the Underwriter otherwise would not have been required to file thereunder.

(e) During the period for which a prospectus relating to the Securities is required to be delivered under the Securities Act (whether physically or through compliance with Rule 172 under the Securities Act or any similar rule), to advise the Manager promptly of any request by the Commission for amendments or supplements to the Registration Statement, Base Prospectus, any Preliminary Prospectus, Prospectus Supplement or Prospectus or for additional information with respect thereto, or of notice of institution of proceedings for, or the entry of, a stop order suspending the effectiveness of the Registration Statement or preventing or suspending the use of any Preliminary Prospectus, the Time of Sale Prospectus or the Prospectus; and if the Commission should enter such a stop order, to use its commercially reasonable efforts to obtain the lifting or removal of such order as soon as possible.

(f) If the Time of Sale Prospectus is being used to solicit offers to buy the Securities at a time when the Prospectus is not yet available to prospective purchasers and any event shall occur or condition exist as a result of which it is necessary to amend or supplement the Time of Sale Prospectus in order to make the statements therein, in the light of the circumstances, not misleading, or if any event shall occur or condition exist as a result of which the Time of Sale Prospectus conflicts with the information contained in the Registration Statement then on file, or if, in the reasonable opinion of counsel for the Underwriters, it is necessary to amend or supplement the Time of Sale Prospectus to comply with applicable law, forthwith to prepare, file with the Commission and furnish, at its own expense, to the Underwriters and to any dealer upon request, either amendments or supplements to the Time of Sale Prospectus so that the statements in the Time of Sale Prospectus as so amended or supplemented will not, in the light of the circumstances when delivered to a prospective purchaser, be misleading or so that the Time of Sale Prospectus, as amended or supplemented, will no longer conflict with the Registration Statement, or so that the Time of Sale Prospectus, as amended or supplemented, will comply with applicable law.

(g) If, during such period after the first date of the public offering of the Securities, the Prospectus (or in lieu thereof the notice referred to in Rule 173(a) under the Securities Act) is required by law to be delivered in connection with sales by an Underwriter or dealer, and the Company or Parent reasonably determines, or in the reasonable opinion of counsel for the Underwriters, any event shall occur or condition exist as a result of which it is necessary to amend or supplement the Prospectus in order to make the statements therein, in the light of the circumstances when the Prospectus (or in lieu thereof the notice referred to in Rule 173(a) under the Securities Act) is delivered to a purchaser, not misleading, or if the Company or the Parent reasonably determines, or in the reasonable opinion of counsel for the Underwriters, it is necessary to amend or supplement the Prospectus to comply with applicable law, forthwith to prepare, file with the Commission and furnish, at its own expense, to the Underwriters and to the dealers (whose names and addresses the Manager will furnish to the Company or the Parent) in writing to which Securities may have been sold by the Manager on behalf of the Underwriters and to any other dealers upon request, either amendments or supplements to the Prospectus so that the statements in the Prospectus as so amended or supplemented will not, in the light of the circumstances when the Prospectus (or in lieu thereof the notice referred to in Rule 173(a) under

the Securities Act) is delivered to a purchaser, be misleading or so that the Prospectus, as amended or supplemented, will comply with applicable law.

(h) If, at the time this Agreement is executed and delivered, the Company or the Parent determines that it is necessary or appropriate for a post-effective amendment to the Registration Statement to be filed with the Commission and become effective before the Securities may be sold, the Company and the Parent will use their commercially reasonable efforts to cause such post-effective amendment or such Registration Statement to be filed and become effective, and will pay any applicable fees in accordance with the Securities Act, as soon as practicable; and the Company and the Parent will advise the Manager promptly and, if requested by the Manager, will confirm such advice in writing, (i) when such post-effective amendment or such Registration Statement has become effective, and (ii) if Rule 430A under the Securities Act is used, when the Prospectus is filed with the Commission pursuant to Rule 424(b) under the Securities Act (which the Company and the Parent agree to file in a timely manner in accordance with such Rules).

(i) If, at any time during the period when a prospectus is required by the Securities Act to be delivered (whether physically or through compliance with Rule 172 under the Securities Act or any similar rule) in connection with any sale of Securities, the Registration Statement shall cease to comply with the requirements of the Securities Act with respect to eligibility for the use of the form on which the Registration Statement was filed with the Commission or the Registration Statement shall cease to be an “automatic shelf registration statement” (as defined in Rule 405 under the Securities Act) or the Company or the Parent shall have received, from the Commission, a notice, pursuant to Rule 401(g)(2), of objection to the use of the form on which the Registration Statement was filed with the Commission, to (i) promptly notify the Manager, (ii) promptly file with the Commission a new registration statement under the Securities Act, relating to the Securities, or a post-effective amendment to the Registration Statement, which new registration statement or post-effective amendment shall comply with the requirements of the Securities Act and shall be in a form reasonably satisfactory to the Manager, (iii) use its commercially reasonable efforts to cause such new registration statement or post-effective amendment to become effective under the Securities Act as soon as practicable, (iv) promptly notify the Manager of such effectiveness and (v) take all other reasonable action necessary or appropriate to permit the public offering and sale of the Securities to continue as contemplated in the Prospectus; all references herein to the Registration Statement shall be deemed to include each such new registration statement or post-effective amendment, if any.

(j) To file in a timely manner all reports and any definitive proxy or information statements required to be filed by the Parent with the Commission pursuant to Section 13(a), 13(c), 14 or 15(d) of the Exchange Act subsequent to the date of the Prospectus and for so long as the delivery of a prospectus (or, in lieu thereof, the notice referred to in Rule 173(a) under the Securities Act) is required in connection with the offering or sale of the Securities.

(k) Promptly to furnish such information or to take such action as the Manager may reasonably request and otherwise to qualify the Securities for offer and sale under the securities or “blue sky” laws of such jurisdictions as the Manager shall reasonably request, and to comply with such laws so as to permit the continuance of sales and dealings therein in such jurisdictions for as long as may be necessary to complete the distribution of the Securities; provided, however,

that the Company and the Parent shall not be required to qualify as foreign corporations or to file consents to service of process in any jurisdiction or so subject themselves to taxation in respect of doing business in any jurisdiction in which they are not otherwise so subject; and to promptly advise the Manager of the receipt by the Company or the Parent of any notification with respect to the suspension of the qualification of the Securities for offer or sale in any jurisdiction or the initiation or threatening of any proceeding for such purpose.

(l) To make generally available to the Company's and the Parent's security holders and to the Manager as soon as practicable an earning statement covering a period of at least twelve months beginning after the date of this Agreement, which shall satisfy the provisions of Section 11(a) of the Securities Act and Rule 158 thereunder.

(m) The Company or the Parent will not offer, sell, contract to sell, pledge or otherwise dispose of, directly or indirectly, or file with the Commission a registration statement under the Securities Act relating to debt securities issued or guaranteed by the Company or the Parent and having a maturity of more than one year from the date of issue, or publicly disclose the intention to make any such offer, sale, pledge, disposition or filing, without the prior written consent of the Manager for a period beginning on the date hereof and ending 30 days after the Closing Date, other than the securities to be sold hereunder.

(n) To prepare a final term sheet, in the form attached hereto as Annex A to Schedule III, relating to the offering of the Securities, containing only information that describes the final terms of the Securities and to file such final term sheet within the period required by Rule 433(d)(5)(ii) under the Securities Act following the date the final terms have been established for the offering of the Securities.

(o) To pay the fees applicable to the Registration Statement in connection with the offering of the Securities within the time required by Rule 456(b)(1)(i) under the Securities Act (without reliance on the proviso to Rule 456(b)(1)(i) under the Securities Act) and in compliance with Rule 456(b) and Rule 457(r) under the Securities Act.

(p) To comply with Rule 433(d) under the Securities Act (without reliance on Rule 164(b) under the Securities Act) and with Rule 433(g) under the Securities Act.

(q) Not to take, directly or indirectly, any action designed, or which will constitute, or has constituted, or might reasonably be expected to cause or result in the stabilization or manipulation of the price of any security of the Company or the Parent to facilitate the sale or resale of the Securities.

(r) Not, at any time at or after the execution of this Agreement, to offer or sell any Securities by means of any "prospectus" (within the meaning of the Securities Act) or use any "prospectus" (within the meaning of the Securities Act) in connection with the offer or sale of the Securities, except in each case other than the Prospectus.

(s) To apply the net proceeds from the sale of the Securities in the manner set forth under the caption "Use of Proceeds" in the Prospectus Supplement.

7. *Covenants of the Underwriters.* Each Underwriter hereby severally agrees as follows:

(a) To not use or refer to, or authorize any other person to use or refer to, or participate in the planning for use of, any free writing prospectus, as defined in Rule 405 under the Securities Act (which term includes use of any written information furnished to the Commission by the Company or the Parent and not incorporated by reference into the Registration Statement and any press release issued by the Company or the Parent) other than (i) a free writing prospectus that contains no “**issuer information**” (as defined in Rule 433(h)(2) under the Securities Act) that was not included in the Preliminary Prospectus or a previously filed free writing prospectus, (ii) any free writing prospectus listed on Schedule III hereto, or (iii) any free writing prospectus prepared by such Underwriter and approved by the Company or the Parent in advance in writing (each such free writing prospectus referred to in clauses (i) or (iii), an “**Underwriter Free Writing Prospectus**”).

(b) To not distribute any Underwriter Free Writing Prospectus referred to in Section 7(a)(i) in a manner reasonably designed to lead to its broad unrestricted dissemination.

(c) To not, without the prior written consent of the Company or the Parent, use any free writing prospectus that contains the final terms of the Securities unless such terms have previously been included in a free writing prospectus filed with the Commission.

(d) Pursuant to reasonable procedures developed in good faith, to retain copies of each free writing prospectus used or referred to by it, in accordance with Rule 433 under the Securities Act.

(e) If at any time prior to the Closing Date any event shall occur or condition shall exist as a result of which an Underwriter Free Writing Prospectus conflicted or would conflict with the information then contained in the Registration Statement, the Time of Sale Prospectus or the Prospectus, to immediately notify the Company or the Parent thereof and forthwith prepare and file with the Commission (to the extent required) and furnish to the Company or the Parent, such amendments or supplements to such Underwriter Free Writing Prospectus as may be necessary to eliminate or correct such conflict.

(f) To allocate sales of the Bonds such that no person will be the beneficial owner, as that term is defined under the Exchange Act, of more than \$20,000,000 aggregate principal amount of Bonds at the completion of the offering and distribution of the Bonds.

8. *Expenses.* Whether or not the transactions contemplated in this Agreement are consummated or this Agreement is terminated, the Company and Parent, jointly and severally, agree to pay or cause to be paid all expenses incident to the performance of their obligations under this Agreement, including: (i) the fees, disbursements and expenses of the Company’s and Parent’s counsel and the Company’s and Parent’s accountants in connection with the registration and delivery of the Securities under the Securities Act and all other fees or expenses in connection with the preparation and filing of the Registration Statement, any Preliminary Prospectus, the Time of Sale Prospectus, the Prospectus, any free writing prospectus prepared by or on behalf of, used by, or referred to by the Company or the Parent and amendments and

supplements to any of the foregoing, including all printing costs associated therewith, and the mailing and delivering of copies thereof to the Underwriters and dealers, in the quantities hereinabove specified, (ii) all costs and expenses related to the transfer and delivery of the Securities to the Underwriters, including any taxes payable thereon, (iii) the cost of printing or producing any securities or blue sky memorandum in connection with the offer and sale of the Securities under the securities laws of the jurisdictions in which the Securities may be offered or sold and all expenses in connection with the qualification of the Securities for offer and sale under such securities laws as provided in Section 6(k) hereof, including filing fees and the reasonable fees and disbursements of counsel for the Underwriters in connection with such qualification and in connection with the Blue Sky or Legal Investment memorandum, (iv) all filing fees and the reasonable fees and disbursements of counsel to the Underwriters incurred in connection with the review and qualification of the offering of the Securities by Financial Industry Regulation Association, Inc. (FINRA), (v) the fees and expenses of the Trustee, including the reasonable fees and disbursements of counsel for the Trustee in connection with the Mortgage Indenture and the Bonds, (vi) the cost, if any, of printing certificates representing the Securities, (vii) any fees payable in connection with the rating of the Bonds with the ratings agencies, (viii) all fees and expenses (including reasonable fees and expenses of counsel) of the Company or the Parent in connection with approval of the Securities by The Depository Trust Company for "book-entry" transfer, (ix) the document production charges and expenses associated with printing this Agreement, (x) all expenses in connection with any offer and sale of the Securities outside of the United States, including filing fees and the reasonable fees and disbursements of counsel for the Underwriters in connection with offers and sales outside of the United States, and (xi) all other costs and expenses incident to the performance of the obligations of the Company and the Parent hereunder for which provision is not otherwise made in this Section.

The Underwriters will pay (a) all of their costs and expenses, including fees and disbursements of their counsel, taxes payable on resale of any of the Securities by them and any advertising expenses connected with any offers they may make; and (b) whether or not the transactions contemplated in this Agreement are consummated or this Agreement is terminated, the costs and expenses of the Company and the Parent relating to investor presentations on any "road show" undertaken in connection with the marketing of the offering of the Securities, including, without limitation, expenses associated with the preparation or dissemination of any road show, expenses associated with the production of road show slides and graphics, fees and expenses of any consultants engaged in connection with the road show presentations with the prior approval of the Company or the Parent, travel and lodging expenses of the representatives and officers of the Company and the Parent and any such consultants, and the cost of any aircraft chartered in connection with the road show. Notwithstanding the above, if the sale of the Securities provided for herein is not consummated because any condition to the obligations of the Underwriters set forth in Section 5 is not satisfied, because of any termination of this Agreement by the Underwriters pursuant to Section 10 hereof or because of any refusal, inability or failure on the part of the Company or the Parent to perform any obligation or covenant hereunder or comply with any provision hereof other than by reason of a default by any of the Underwriters, the Company and the Parent, jointly and severally, will reimburse the Underwriters or such Underwriters as have so terminated this Agreement with respect to themselves, severally, through the Manager on demand for all out-of-pocket expenses (including

reasonable fees and disbursements of counsel) reasonably incurred by such Underwriters in connection with this Agreement or the offering contemplated hereby.

The provisions of this Section shall not supersede or otherwise affect any agreement that the Underwriters may otherwise have for the allocation of such expenses among themselves.

*9. Indemnity and Contribution.* (a) The Company and the Parent, jointly and severally, agree to indemnify and hold harmless each Underwriter, each person, if any, who controls any Underwriter within the meaning of either Section 15 of the Securities Act or Section 20 of the Exchange Act, and each affiliate of any Underwriter within the meaning of Rule 405 under the Securities Act from and against any and all losses, claims, damages and liabilities (including, without limitation, any legal or other expenses reasonably incurred in connection with defending or investigating any such action or claim) caused by, arising out of or based upon (i) any untrue statement or alleged untrue statement of a material fact contained in the Registration Statement or any amendment thereof, or any omission or alleged omission to state therein a material fact required to be stated therein or necessary to make the statements therein not misleading, or (ii) any untrue statement or alleged untrue statement of a material fact contained in any Preliminary Prospectus, the Time of Sale Prospectus, any issuer free writing prospectus as defined in Rule 433(h) under the Securities Act, any issuer information that the Company or the Parent has filed, or is required to file, pursuant to Rule 433(d) of the Securities Act, any road show not constituting a free writing prospectus, or the Prospectus or any amendment or supplement thereto, or any omission or alleged omission to state therein a material fact required to be stated therein or necessary to make the statements therein, in light of the circumstances in which there were made, not misleading; provided, however, that neither the Company nor the Parent shall be liable under this Section 9(a) to the extent that such losses, claims, damages or liabilities are caused by, arise out of or are based upon any such untrue statement or omission or alleged untrue statement or omission made therein in reliance upon and in conformity with information relating to any Underwriter furnished to the Company or the Parent in writing by such Underwriter through the Manager expressly for use therein; provided, however, that the foregoing indemnity agreement shall not inure to the benefit of any Underwriter from whom the person asserting any such losses, claims, damages or liabilities purchased Securities, or any person controlling such Underwriter, if a copy of the Time of Sale Prospectus (as then amended or supplemented if the Company or the Parent shall have furnished any amendments or supplements thereto) was not sent or given by or on behalf of such Underwriter to such person at or prior to the written confirmation of the sale of the Securities to such person, and if the Time of Sale Prospectus (as so amended or supplemented), would have cured the defect giving rise to such losses, claims, damages or liabilities, unless such failure is the result of noncompliance by the Company or the Parent with Section 6(a) hereof.

(b) Each Underwriter agrees, severally and not jointly, to indemnify and hold harmless the Company and the Parent, the directors of the Company and the Parent, the officers of the Company and the Parent who sign the Registration Statement and each person, if any, who controls the Company or the Parent within the meaning of either Section 15 of the Securities Act or Section 20 of the Exchange Act from and against any and all losses, claims, damages and liabilities (including, without limitation, any legal or other expenses reasonably incurred in connection with defending or investigating any such action or claim) caused by, arising from or based upon (i) any untrue statement or alleged untrue statement of a material fact contained in

the Registration Statement or any amendment thereof or any omission or alleged omission to state therein a material fact required to be stated therein or necessary to make the statements therein not misleading, or (ii) any untrue statement or alleged untrue statement of a material fact contained in any Preliminary Prospectus, the Time of Sale Prospectus, any issuer free writing prospectus as defined in Rule 433(h) under the Securities Act, any Company or Parent information that the Company or Parent has filed, or is required to file, pursuant to Rule 433(d) of the Securities Act, any road show not constituting a free writing prospectus, or the Prospectus or any amendment or supplement thereto, or any omission or alleged omission to state therein a material fact required to be stated therein or necessary to make the statements therein, in light of the circumstances in which they were made, not misleading, in each case to the extent, but only to the extent, that such untrue statement or omission or alleged untrue statement or omission was made therein in reliance upon and in conformity with information relating to such Underwriter furnished to the Company or the Parent in writing by such Underwriter through the Manager expressly for use therein.

(c) In case any proceeding (including any governmental investigation) shall be instituted involving any person in respect of which indemnity may be sought pursuant to Section 9(a) or 9(b), such person (the “**indemnified party**”) shall promptly notify the person against whom such indemnity may be sought (the “**indemnifying party**”) in writing and the indemnifying party, upon request of the indemnified party, shall retain counsel reasonably satisfactory to the indemnified party to represent the indemnified party and any others the indemnifying party may designate in such proceeding and shall pay the fees and disbursements of such counsel related to such proceeding. In any such proceeding, any indemnified party shall have the right to retain its own counsel, but the fees and expenses of such counsel shall be at the expense of such indemnified party unless (i) the indemnifying party and the indemnified party shall have mutually agreed to the retention of such counsel or (ii) the named parties to any such proceeding (including any impleaded parties) include both the indemnifying party and the indemnified party and representation of both parties by the same counsel would be inappropriate due to actual or potential differing interests between them. It is understood that the indemnifying party shall not, in respect of the legal expenses of any indemnified party in connection with any proceeding or related proceedings in the same jurisdiction, be liable for (x) the fees and expenses of more than one separate firm (in addition to any local counsel) for all Underwriters and all persons, if any, who control any Underwriter within the meaning of either Section 15 of the Securities Act or Section 20 of the Exchange Act or who are affiliates of any Underwriter within the meaning of Rule 405 under the Securities Act, or (y) the fees and expenses of more than one separate firm (in addition to any local counsel) for the Company, the Parent, their directors, their officers who sign the Registration Statement and each person, if any, who controls the Company or the Parent within the meaning of either such Section, and that all such fees and expenses shall be reimbursed as they are incurred. In the case of any such separate firm for the Underwriters and such control persons and affiliates of any Underwriters, such firm shall be designated in writing by Baird. In the case of any such separate firm for the Company or the Parent, and such directors, officers and control persons of the Company or the Parent, such firm shall be designated in writing by the Company or the Parent. The indemnifying party shall not be liable for any settlement of any proceeding effected without its written consent, but if settled with such consent or if there be a final judgment for the plaintiff, the indemnifying party agrees to indemnify the indemnified party from and against any loss or liability by reason of such settlement or judgment. Notwithstanding the foregoing sentence, if at any time an indemnified



party shall have requested an indemnifying party to reimburse the indemnified party for fees and expenses of counsel as contemplated by the second and third sentences of this paragraph, the indemnifying party agrees that it shall be liable for any settlement of any proceeding effected without its written consent if (A) such settlement is entered into more than 30 days after receipt by such indemnifying party of the aforesaid request and (B) such indemnifying party shall not have reimbursed the indemnified party in accordance with such request prior to the date of such settlement. No indemnifying party shall, without the prior written consent of the indemnified party, effect any settlement of any pending or threatened proceeding in respect of which any indemnified party is or could have been a party and indemnity could have been sought hereunder by such indemnified party, unless such settlement includes an unconditional release of such indemnified party from all liability on claims that are the subject matter of such proceeding.

(d) To the extent the indemnification provided for in 9(a) or 9(b) is unavailable to an indemnified party or insufficient in respect of any losses, claims, damages or liabilities referred to therein, then each indemnifying party under such paragraph, in lieu of indemnifying such indemnified party thereunder, shall contribute to the amount paid or payable by such indemnified party as a result of such losses, claims, damages or liabilities (i) in such proportion as is appropriate to reflect the relative benefits received by the indemnifying party or parties on the one hand and the indemnified party or parties on the other hand from the offering of the Securities or (ii) if the allocation provided by clause (i) above is not permitted by applicable law, in such proportion as is appropriate to reflect not only the relative benefits referred to in clause (i) above but also the relative fault of the indemnifying party or parties on the one hand and of the indemnified party or parties on the other hand in connection with the statements or omissions that resulted in such losses, claims, damages or liabilities, as well as any other relevant equitable considerations. The relative benefits received by the Company and the Parent on the one hand and the Underwriters on the other hand in connection with the offering of the Securities shall be deemed to be in the same respective proportions as the net proceeds from the offering of the Securities (before deducting expenses) received by the Company and the Parent and the total underwriting discounts and commissions received by the Underwriters, in each case as set forth in the table on the cover of the Prospectus, bear to the aggregate price of the Securities offered to the public. The relative fault of the Company and the Parent on the one hand and the Underwriters on the other hand shall be determined by reference to, among other things, whether the untrue or alleged untrue statement of a material fact or the omission or alleged omission to state a material fact relates to information supplied by the Company or the Parent or by the Underwriters and the parties' relative intent, knowledge, access to information and opportunity to correct or prevent such statement or omission. The Underwriters' respective obligations to contribute pursuant to this Section 9 are several in proportion to the respective number of Securities they have purchased hereunder, and not joint. The Company's and the Parent's respective obligations to contribute pursuant to this Section 9 are joint and several.

(e) The Company, the Parent and the Underwriters agree that it would not be just or equitable if contribution pursuant to this Section 9 were determined by pro rata allocation (even if the Underwriters were treated as one entity for such purpose) or by any other method of allocation that does not take account of the equitable considerations referred to in Section 9(d). The amount paid or payable by an indemnified party as a result of the losses, claims, damages and liabilities referred to in Section 9(d) shall be deemed to include, subject to the limitations set forth above, any legal or other expenses reasonably incurred by such indemnified party in

connection with investigating or defending any such action or claim. Notwithstanding the provisions of this Section 9, no Underwriter shall be required to contribute any amount in excess of the amount by which the total price at which the Securities underwritten by it and distributed to the public were offered to the public exceeds the amount of any damages that such Underwriter has otherwise been required to pay by reason of such untrue or alleged untrue statement or omission or alleged omission. No person guilty of fraudulent misrepresentation (within the meaning of Section 11(f) of the Securities Act) shall be entitled to contribution from any person who was not guilty of such fraudulent misrepresentation. The remedies provided for in this Section 9 are not exclusive and shall not limit any rights or remedies which may otherwise be available to any indemnified party at law or in equity.

(f) The indemnity and contribution provisions contained in this Section 9 shall remain operative and in full force and effect regardless of (i) any termination of this Agreement, (ii) any investigation made by or on behalf of any Underwriter, any person controlling any Underwriter or any affiliate of any Underwriter, or the Company, the Parent, their officers or directors or any person controlling the Company or the Parent and (iii) acceptance of and payment for any of the Securities.

10. *Termination.* The Underwriters may terminate this Agreement by notice given by the Manager to the Company and the Parent, if after the execution and delivery of this Agreement and prior to the Closing Date (a) trading generally shall have been suspended or materially limited or minimum prices shall have been established on, or by, as the case may be, any of the New York Stock Exchange, the American Stock Exchange, or the NASDAQ Global Market, (b) trading of any securities in the Parent shall have been materially limited on any exchange or in any over-the-counter market, (c) a material disruption in securities settlement, payment or clearance services in the United States shall have occurred, (d) any moratorium on commercial banking activities shall have been declared by federal, California or New York state authorities, (e) there shall have occurred any outbreak or escalation of hostilities, act of terrorism involving the United States or declaration by the United States of a national emergency or war, or (f) any other calamity or crisis or any change in financial, political or economic conditions in the United States or elsewhere, if the effect of any such event specified in clause (e) or (f), in the Manager's judgment, is material and adverse and makes it, in the Manager's good faith judgment, impracticable or inadvisable to proceed with the offer, sale or delivery of the Securities on the terms and in the manner contemplated in the Time of Sale Prospectus or the Prospectus (exclusive of any supplement thereto).

11. *Effectiveness; Defaulting Underwriters.* This Agreement shall become effective upon the execution and delivery hereof by the parties hereto.

If, on the Closing Date, any one or more of the Underwriters shall fail or refuse to purchase Securities that it has or they have agreed to purchase hereunder on such date, and the aggregate principal amount of Securities which such defaulting Underwriter or Underwriters agreed but failed or refused to purchase is not more than one-tenth of the aggregate principal amount of Securities to be purchased on such date, the other Underwriters shall be obligated severally in the proportions that the aggregate principal amount of Securities set forth opposite their respective names in Schedule I bears to the aggregate principal amount of Securities set forth opposite the names of all such non-defaulting Underwriters, or in such other proportions as

the Manager may specify, to purchase the Securities which such defaulting Underwriter or Underwriters agreed but failed or refused to purchase on such date *provided* that in no event shall the aggregate principal amount of Securities that any Underwriter has agreed to purchase pursuant to this Agreement be increased pursuant to this Section 11 by an amount in excess of one-ninth of such aggregate principal amount of Securities without the written consent of such Underwriter. If, on the Closing Date, any Underwriter or Underwriters shall fail or refuse to purchase the aggregate principal amount of Securities set forth opposite such Underwriter or Underwriters and the aggregate principal amount of Securities with respect to which such default occurs is more than one-tenth of the aggregate principal amount of Securities to be purchased on such date, and arrangements satisfactory to the Manager and the Company and the Parent for the purchase of such Securities are not made within 36 hours after such default, this Agreement shall terminate without liability on the part of any non-defaulting Underwriter or the Company and the Parent. In any such case either the Manager or the Company and the Parent shall have the right to postpone the Closing Date, but in no event for longer than seven days, in order that the required changes, if any, in the Registration Statement, in the Time of Sale Prospectus, in the Prospectus or in any other documents or arrangements may be effected. Any action taken under this paragraph shall not relieve any defaulting Underwriter from liability in respect of any default of such Underwriter under this Agreement.

12. *Representations and Indemnities to Survive.* The respective agreements, representations, warranties, indemnities and other statements of the Company, the Parent and the Underwriters set forth or made pursuant to this Agreement will remain in full force and effect, regardless of any investigation made by or on behalf of any Underwriter, the Company or the Parent or any of the officers, directors, employees, agents or controlling persons referred to in Section 9 hereof, and will survive delivery of and payment for the Securities. The provisions of Sections 8 and 9 hereof shall survive the termination or cancellation of this Agreement.

13. *Entire Agreement.* (a) This Agreement, together with any contemporaneous written agreements and any prior written agreements (to the extent not superseded by this Agreement) that relate to the offering of the Securities, represents the entire agreement between the Company and the Parent, on the one hand, and the Underwriters, on the other, with respect to the preparation of any Preliminary Prospectus, the Time of Sale Prospectus, the Prospectus, the conduct of the offering, and the purchase and sale of the Securities.

(b) The Company and the Parent acknowledge that in connection with the offering of the Securities: (i) the Underwriters have acted at arm's length, are not agents of, and owe no fiduciary duties to, the Company, the Parent or any other person; (ii) the Underwriters owe the Company and the Parent only those duties and obligations set forth in this Agreement and prior written agreements (to the extent not superseded by this Agreement), if any; and (iii) the Underwriters may have interests that differ from those of the Company and the Parent. The Company and the Parent waive to the full extent permitted by applicable law any claims it may have against the Underwriters arising from an alleged breach of fiduciary duty in connection with the offering of the Securities.

14. *Counterparts.* This Agreement may be signed in any number of counterparts, each of which shall be an original, with the same effect as if the signatures thereto and hereto were upon the same instrument.

15. *Applicable Law.* This Agreement shall be governed by and construed in accordance with the internal laws of the State of Delaware.

16. *Headings.* The headings of the sections of this Agreement have been inserted for convenience of reference only and shall not be deemed a part of this Agreement.

17. *Notices.* All communications hereunder shall be in writing and effective only upon receipt and if to the Underwriters shall be delivered, mailed, faxed or sent to the Manager in care of Robert W. Baird & Co. Incorporated, 777 East Wisconsin Avenue, Milwaukee, Wisconsin 53202, Fax: (414) 298-7800, Attention: John Lanza, with a copy to the Legal Department, Robert W. Baird & Co. Incorporated, 777 East Wisconsin Avenue, Milwaukee, Wisconsin 53202, Fax: (414) 298-7800; and if to the Company or the Parent shall be delivered, mailed, faxed or sent to California Water Service Group, 1720 North First Street, San Jose, California 95112, Attention: Chief Financial Officer (Fax: (408) 367-8430), with a copy to Gibson, Dunn & Crutcher LLP (Fax: (415) 393-8306) Attention: Peter T. Heilmann.

*[Remainder of Page Intentionally Left Blank]*

Very truly yours,

California Water Service Company

By: /s/ Martin A. Kropelnicki

Name: Martin A. Kropelnicki  
Title: Vice President,  
Chief Financial Officer

California Water Service Group

By: /s/ Martin A. Kropelnicki

Name: Martin A. Kropelnicki  
Title: Vice President,  
Chief Financial Officer

Accepted as of the date hereof

ROBERT W. BAIRD & CO. INCORPORATED

Acting severally on behalf of itself and  
the several Underwriters named in  
Schedule I hereto

By: Robert W. Baird & Co. Incorporated

By: /s/ Benjamin A. Brown

Name: Benjamin A. Brown  
Title: Director

---

**SCHEDULE I**

**5.500% First Mortgage Bonds due 2040, Series PPP**

	<b>Underwriter</b>	<b>Principal Amount of Securities</b>
Robert W. Baird & Co. Incorporated		\$ 75,000,000
Blaylock Robert Van, LLC		\$ 25,000,000
<b>Total</b>		<b><u>\$ 100,000,000</u></b>

---

**SCHEDULE II**

Underwriting Agreement dated November 17, 2010

Registration Statement No. 333-158484

Manager: Robert W. Baird

**Title, Purchase Price and Brief Description of Securities:**

Title: 5.500% First Mortgage Bonds due 2040, Series PPP

Principal Amount: \$100,000,000

Issue Price: 99.416%

Gross Spread: 0.875%

All-in Purchase Price (include accrued interest or amortization, if any): 99.541%

Sinking Fund Provisions: None

Optional Redemption: Redeemable at the Company's option in whole or in part at any time within six months of the maturity date at a redemption price equal to 100% of the principal amount of the bonds being redeemed, plus accrued but unpaid interest

Guarantee: Fully and unconditionally guaranteed by California Water Service Group

---

**SCHEDULE III**

**Free Writing Prospectuses**

Final Term Sheet, dated November 17, 2010, a copy of which is attached hereto as Annex A.

---



**Annex A**

Issuer Free Writing Prospectus  
Filed Pursuant to Rule 433  
Registration No. 333-158484

November 17, 2010

**CALIFORNIA WATER SERVICE COMPANY**  
**\$100,000,000 5.500% FIRST MORTGAGE BONDS DUE 2040, SERIES PPP**  
**FULLY AND UNCONDITIONALLY GUARANTEED BY**  
**CALIFORNIA WATER SERVICE GROUP**

**FINAL TERMS AND CONDITIONS**

Issuer:	California Water Service Company (the "Company")
Issue Format:	SEC Registered
Note Type	First Mortgage Bonds
Guarantee:	Fully and unconditionally guaranteed by California Water Service Group
Total Principal Amount:	\$100,000,000
Pricing Date:	November 17, 2010
Settlement Date:	November 22, 2010
Maturity Date:	December 1, 2040
Interest Payment Dates:	Each June 1 and December 1, commencing on June 11, 2011
Coupon:	5.500%
Gross Spread:	0.875%
Issue Price:	99.416%
All-in Price:	98.541%
Optional Redemption:	Redeemable at the Company's option in whole or in part at any time within six months of the maturity date at a redemption price equal to 100% of the principal amount of the bonds being redeemed, plus accrued but unpaid interest
Minimum Denominations:	\$1,000
CUSIP:	130789 AF7
Bookrunners:	Robert W. Baird & Co. Blaylock Robert Van, LLC

---

Use of Proceeds

The Company estimates that it will receive approximately \$98,041,000 in net proceeds from the sale of the bonds, after deducting an aggregate of approximately \$875,000 in underwriting discounts and commissions and \$500,000 in estimated offering expenses.

The Company intends to use the net proceeds of the offering to repay the balance on its syndicated unsecured revolving line of credit. As of September 30, 2010, there was an outstanding balance of \$34.0 million on the syndicated line of credit and the interest rate on these borrowings was 2.26%. The Company used these borrowings for general corporate purposes. The Company also intends to use the net proceeds of the offering for general corporate purposes, such as increasing our working capital, making capital expenditures, acquiring assets and taking advantage of other business opportunities. Pending application of the net proceeds as described above, the Company may invest the proceeds in short-term securities.

**The issuer has filed a registration statement (including a prospectus) with the SEC for the offering to which this communication relates. Before you invest, you should read the prospectus in that registration statement and other documents the issuer has filed with the SEC for more complete information about the issuer and this offering. You may get these documents for free by visiting EDGAR on the SEC's Website at [www.sec.gov](http://www.sec.gov). Alternatively, Robert W. Baird & Co., the lead bookrunner for the offering, will arrange to send you the prospectus if you request it by calling Robert W. Baird & Co., Fixed Income Department, at 1-800-RWBAIRD (1-800-792-2473); or through your usual contact at Robert W. Baird & Co.**

---

#### SCHEDULE IV

(i) each of the Company and the Parent is validly existing as a corporation in good standing under the laws of the jurisdiction of its incorporation, and has the corporate power and authority to execute and deliver this Agreement and to perform its obligations hereunder; Parent is duly qualified to transact business and is in good standing in California;

(ii) the execution, delivery and performance of the Mortgage Indenture has been duly authorized by all necessary corporate action. The Mortgage Indenture has been duly executed and delivered by the Company and constitutes a legal, valid and binding obligation of the Company enforceable against the Company in accordance with its terms;

(iii) the execution, delivery and performance of the Bonds have been duly authorized by all necessary corporate action. The Bonds, when executed and authenticated in accordance with the provisions of the Mortgage Indenture and delivered to and paid for by the Underwriters in accordance with the terms of this Agreement, will be legal, valid and binding obligations of the Company, enforceable against the Company in accordance with their terms;

(iv) the execution, delivery and performance of the Guarantee have been duly authorized by all necessary corporate action. The Guarantee has been duly executed and delivered and, assuming the due authorization, execution and delivery of the Mortgage Indenture and authentication of the Bonds by the Trustee, when the Guarantee and Bonds are delivered to and paid for by the Underwriters in accordance with this Agreement, the Guarantee will be a valid and legally binding obligation of the Parent, enforceable against the Parent in accordance with its terms;

(v) the execution, delivery and performance of this Agreement has been duly authorized by all necessary corporate action. This Agreement has been duly executed and delivered by the Company and the Parent;

(vi) the execution and delivery by the Company and the Parent of this Agreement, the execution and delivery by the Company of the Mortgage Indenture and the issuance by the Company of the Bonds, and the issuance by the Parent of the Guarantee, to the Underwriters: (x) do not and will not violate the charter or bylaws of the Company or the Parent; and (y) do not and will not breach the terms of (a) any agreement or instrument identified to Gibson, Dunn & Crutcher by the Company and the Parent that purports to list all agreements that are material to the Company and the Parent, which agreements and instruments are set forth on Annex A, or (b) any order, judgment or decree of any court or other agency of government identified to Gibson, Dunn & Crutcher of the Company or the Parent that purports to list all orders, judgments or decrees binding on the Company or the Parent, in each case based solely on Gibson, Dunn & Crutcher's review of such agreements, orders, judgments or decrees;

(vii) the execution and delivery by the Company and the Parent of this Agreement, the execution and delivery by the Company of the Mortgage Indenture and the issuance by the Company of the Bonds, and the issuance by the Parent of the Guarantee, to the Underwriters (x) do not and will not violate any law, rule or regulation currently in effect of the State of Delaware, the State of California or the United States of America applicable to the Company, the

---

Parent or their respective Subsidiaries that, in Gibson, Dunn & Crutcher's experience, is generally applicable to transactions in the nature of those contemplated by this Agreement; and (y) do not and will not require any filing with or approval of any governmental authority or regulatory body of the State of Delaware or the United States of America under any law or regulation of the State of Delaware or the United States of America applicable to the Company or the Parent or the Delaware General Corporation Law, except for such filings or approvals as already have been made or obtained under the Securities Act; and other than the last clause of the preceding sentence, Gibson, Dunn & Crutcher expresses no opinion in this paragraph regarding federal or state securities laws; and

(viii) the Company and the Parent are not, and after giving effect to the offering and sale of the Securities, will not be an "investment company" that is required to be registered under in the Investment Company Act of 1940, as amended (the "Investment Company Act"). For purposes of this paragraph (viii), the term "investment company" has the meanings ascribed to such term in the Investment Company Act.

---

## Annex A

1. Thirty-Ninth Supplemental Indenture dated as of April 17, 2009, between California Water Service Company and U.S. Bank National Association, as Trustee (Exhibit 4.1 to Current Report on Form 8-K filed April 21, 2009)
  2. Fortieth Supplemental Indenture dated as of April 17, 2009, between California Water Service Company and U.S. Bank National Association, as Trustee, covering 9.86% First Mortgage Bonds due 2020, Series CC. (Exhibit 4.2 to Current Report on Form 8-K filed April 21, 2009)
  3. Forty-First Supplemental Indenture dated as of April 17, 2009, between California Water Service Company and U.S. Bank National Association, as Trustee, covering 5.875% First Mortgage Bonds due 2019, Series LL. (Exhibit 4.3 to Current Report on Form 8-K filed April 21, 2009)
  4. Forty-Second Supplemental Indenture dated as of April 17, 2009, between California Water Service Company and U.S. Bank National Association, as Trustee, covering 6.94% First Mortgage Bonds due 2012, Series KK. (Exhibit 4.4 to Current Report on Form 8-K filed April 21, 2009)
  5. Forty-Third Supplemental Indenture dated as of April 17, 2009, between California Water Service Company and U.S. Bank National Association, as Trustee, covering 7.28% First Mortgage Bonds due 2025, Series AAA. (Exhibit 4.5 to Current Report on Form 8-K filed April 21, 2009)
  6. Forty-Fourth Supplemental Indenture dated as of April 17, 2009, between California Water Service Company and U.S. Bank National Association, as Trustee, covering 6.77% First Mortgage Bonds due 2028, Series BBB. (Exhibit 4.6 to Current Report on Form 8-K filed April 21, 2009)
  7. Forty-Fifth Supplemental Indenture dated as of April 17, 2009, between California Water Service Company and U.S. Bank National Association, as Trustee, covering 8.15% First Mortgage Bonds due 2030, Series CCC. (Exhibit 4.7 to Current Report on Form 8-K filed April 21, 2009)
  8. Forty-Sixth Supplemental Indenture dated as of April 17, 2009, between California Water Service Company and U.S. Bank National Association, as Trustee, covering 7.13% First Mortgage Bonds due 2031, Series DDD. (Exhibit 4.8 to Current Report on Form 8-K filed April 21, 2009)
  9. Forty-Seventh Supplemental Indenture dated as of April 17, 2009, between California Water Service Company and U.S. Bank National Association, as Trustee, covering 7.11% First Mortgage Bonds due 2032, Series EEE. (Exhibit 4.9 to Current Report on Form 8-K filed April 21, 2009)
  10. Forty-Eighth Supplemental Indenture dated as of April 17, 2009, between California Water Service Company and U.S. Bank National Association, as Trustee, covering 5.90% First Mortgage Bonds due 2017, Series FFF. (Exhibit 4.10 to Current Report on Form 8-K filed April 21, 2009)
  11. Forty-Ninth Supplemental Indenture dated as of April 17, 2009, between California Water Service Company and U.S. Bank National Association, as Trustee, covering 5.29% First Mortgage Bonds due 2022, Series GGG. (Exhibit 4.11 to Current Report on Form 8-K filed April 21, 2009)
  12. Fiftieth Supplemental Indenture dated as of April 17, 2009, between California Water Service Company and U.S. Bank National Association, as Trustee, covering 5.29% First Mortgage Bonds due 2022, Series HHH. (Exhibit 4.12 to Current Report on Form 8-K filed April 21, 2009)
-

13. Fifty-First Supplemental Indenture dated as of April 17, 2009, between California Water Service Company and U.S. Bank National Association, as Trustee, covering 5.54% First Mortgage Bonds due 2023, Series III. (Exhibit 4.13 to Current Report on Form 8-K filed April 21, 2009)
  14. Fifty-Second Supplemental Indenture dated as of April 17, 2009, between California Water Service Company and U.S. Bank National Association, as Trustee, covering 5.44% First Mortgage Bonds due 2018, Series JJJ. (Exhibit 4.14 to Current Report on Form 8-K filed April 21, 2009)
  15. Fifty-Third Supplemental Indenture dated as of April 17, 2009, between California Water Service Company and U.S. Bank National Association, as Trustee, covering 4.58% First Mortgage Bonds due 2010, Series KKK. (Exhibit 4.15 to Current Report on Form 8-K filed April 21, 2009)
  16. Fifty-Fourth Supplemental Indenture dated as of April 17, 2009, between California Water Service Company and U.S. Bank National Association, as Trustee, covering 5.48% First Mortgage Bonds due 2018, Series LLL. (Exhibit 4.16 to Current Report on Form 8-K filed April 21, 2009)
  17. Fifty-Fifth Supplemental Indenture dated as of April 17, 2009, between California Water Service Company and U.S. Bank National Association, as Trustee, covering 5.52% First Mortgage Bonds due 2013, Series MMM. (Exhibit 4.17 to Current Report on Form 8-K filed April 21, 2009)
  18. Fifty-Sixth Supplemental Indenture dated as of April 17, 2009, between California Water Service Company and U.S. Bank National Association, as Trustee, covering 5.55% First Mortgage Bonds due 2013, Series NNN. (Exhibit 4.18 to Current Report on Form 8-K filed April 21, 2009)
  19. Fifty-Seventh Supplemental Indenture dated as of April 17, 2009, between California Water Service Company and U.S. Bank National Association, as Trustee, covering 6.02% First Mortgage Bonds due 2031, Series OOO. (Exhibit 4.19 to Current Report on Form 8-K filed April 21, 2009)
  20. Water Supply Contract between Cal Water and County of Butte relating to Cal Water's Oroville District; Water Supply Contract between Cal Water and the Kern County Water Agency relating to Cal Water's Bakersfield District; Water Supply Contract between Cal Water and Stockton East Water District relating to Cal Water's Stockton District. (Exhibits 5(g), 5(h), 5(i), 5(j), Registration Statement No. 2-53678, which exhibits are incorporated by reference to Annual Report on Form 10-K for the year ended December 31, 1974)
  21. Water Supply Contract between the City and County of San Francisco and wholesale customers in Alameda County, San Mateo County and Santa Clara County for a term of twenty-five years beginning on July 1, 2009 and ending on June 30, 2034. The agreement was dated June 24, 2009. Water Supply Contract dated July 1, 2009 between the City and County of San Francisco and California Water Service Company to provide water to Bear Gulch and Bayshore service areas for a term of twenty-five years beginning July 1, 2009 and ending June 30, 2034. (Exhibit 10.3 and 10.4 to Quarterly Report on Form 10-Q for the quarter ending September 30, 2009)
-

22. Water Supply Contract dated January 27, 1981, between Cal Water and the Santa Clara Valley Water District relating to Cal Water's Los Altos District (Exhibit 10.3 to Annual Report on Form 10-K for the year ended December 31, 1992)
  23. Amendments No. 3, 6 and 7 and Amendment dated June 17, 1980, to Water Supply Contract between Cal Water and the County of Butte relating to Cal Water's Oroville District. (Exhibit 10.5 to Annual Report on Form 10-K for the year ended December 31, 1992)
  24. Amendment dated May 31, 1977, to Water Supply Contract between Cal Water and Stockton East Water District relating to Cal Water's Stockton District. (Exhibit 10.6 to Annual Report on Form 10-K for the year ended December 31, 1992)
  25. Second Amended Contract dated September 25, 1987, among Stockton East Water District, California Water Service Company, the City of Stockton, the Lincoln Village Maintenance District, and the Colonial Heights Maintenance District Providing for the Sale of Treated Water. (Exhibit 10.7 to Annual Report on Form 10-K for the year ended December 31, 1987)
  26. Water Supply Contract dated April 19, 1927, and Supplemental Agreement dated June 5, 1953, between Cal Water and Pacific Gas and Electric Company relating to Cal Water's Oroville District. (Exhibit 10.9 to Annual Report on Form 10-K for the year ended December 31, 1992)
  27. Agreement between the City of Hawthorne and California Water Service Company for the 15-year lease of the City's water system. (Exhibit 10.17 to Quarterly Report on Form 10-Q for the quarter ended March 31, 1996)
  28. Water Supply Agreement dated September 25, 1996, between the City of Bakersfield and California Water Service Company. (Exhibit 10.18 to Quarterly Report on Form 10-Q for the quarter ended September 30, 1996)
  29. Water Supply Contract dated November 16, 1994, between California Water Service Company and Alameda County Flood Control and Water Conservation District relating to Cal Water's Livermore District (Exhibit 10.15 to Annual Report on Form 10-K for the year ended December 31, 1994)
  30. California Water Service Group Directors' Retirement Plan (As amended and restated on February 22, 2006) (Exhibit 10.14 to the Annual Report on Form 10-K for the year ended December 31, 2005)
  31. Unsecured Credit Agreement dated as of October 27, 2009 among California Water Service Group and certain of its subsidiaries from time to time, as borrowers, Bank of America, N.A., as administrative agent, swing line lender and letter of credit issuer, Banc of America Securities LLC, as sole lead arranger and sole book manager, CoBank, ACB and Bank of China, Los Angeles Branch, as co-syndication agents, Compass Bank and U.S. Bank National Association, as co-documentation agents, and the other lender parties thereto
  32. Unsecured Credit Agreement dated as of October 27, 2009 among California Water Service Company, as borrower, Bank of America, N.A., as administrative agent, swing line lender and letter of credit issuer, Banc of America Securities LLC, as sole lead arranger and sole book manager, CoBank, ACB and Bank of China, Los Angeles Branch, as co-syndication agents, Compass Bank and U.S. Bank National Association, as co-documentation agents, and the other lender parties thereto
-

33. Water Supply Contract 99-73 between the City of Bakersfield and California Water Service Company, dated March 31, 1999 (Exhibit 10.25 to Quarterly Report on Form 10-Q for the quarter ended September 30, 2003)
  34. Amendment No. 1 to Water Supply Contract between the City of Bakersfield and California Water Service Company, dated October 3, 2001 (Exhibit 10.26 to Quarterly Report on Form 10-Q for the quarter ended September 30, 2003)
  35. Water Supply Contract dated September 21, 2005, between Cal Water and the Kern County Water Agency. (Exhibit 10.1 to Current Report on Form 8-K filed on September 21, 2005)
-



## SCHEDULE V

Except for the financial statements and schedules, statistical information that is purported to have been provided on the authority of an expert or public official and other information of an accounting or financial nature and the Statement of Eligibility on Form T-1 of the Trustee included or incorporated by reference therein, as to which such counsel need not express any belief, no facts have come to such counsel's attention that led it to believe: (i) that the Registration Statement, at the time it became effective (which, for purposes of such letter, shall mean April 8, 2009), or the Prospectus, as of the date of the Prospectus Supplement, were not appropriately responsive in all material respects to the requirements of the Trust Indenture Act and the Securities Act and the applicable rules and regulations of the Commission thereunder; or (ii) (A) that the Registration Statement, at the time it became effective, contained an untrue statement of a material fact or omitted to state a material fact required to be stated therein or necessary to make the statements therein not misleading; or (B) that the Time of Sale Prospectus, at the Time of Sale, included an untrue statement of a material fact or omitted to state a material fact necessary to make the statements therein, in the light of the circumstances under which they were made, not misleading, or (iii) that the Prospectus, as of its date or as of the Closing Date included or includes an untrue statement of a material fact or omitted or omits to state a material fact necessary in order to make the statements therein, in the light of the circumstances under which they were made, not misleading. Such counsel believes that insofar as the statements in the Prospectus under the captions "Description of First Mortgage Bonds and Guarantees" and "Plan of Distribution" purport to summarize the documents referred to therein, such statements fairly present in all material respects the information required to be disclosed under the Securities Act and the rules and regulations of the Commission relating to registration statements on Form S-3 and prospectuses. Based solely on a certificate of the Company, that such counsel is of the view that the Registration Statement is effective under the Securities Act. To such counsel's knowledge, based solely upon telephonic confirmation from the Staff of the Commission, as of the time of such confirmation no stop order suspending the effectiveness of the Registration Statement has been issued under the Securities Act and no proceedings for that purpose have been instituted or are pending or threatened by the Commission.

---

**SCHEDULE VI**

Attached.

---

[CALWATER LETTERHEAD]

November \_\_, 2010

[Baird]  
[Address]  
[Address]

Re: *Thirty-Ninth Supplemental Indenture, made by and between California Water Service Company, a California corporation (the "Company") and U.S. Bank National Association, as Trustee (the "Trustee") and dated as of April 17, 2009 (the "Supplemental Indenture") as well as the Fifty-Eighth Supplemental Indenture, made by and between the Company and the Trustee and dated on or about the date hereof.*

Ladies and Gentlemen:

I am corporate counsel to the Company. All initially capitalized terms not otherwise defined herein shall have the meanings ascribed to them in the Indenture referred to below.

In rendering the opinions expressed below, I (or others at my direction) have examined copies or forms of the documents set forth below and such other certificates, documents and materials as I have deemed necessary as a basis for such opinions. All of the following documents, except where noted otherwise in this letter, are dated as of the date hereof:

1. Indenture, made by and among the Company and American Trust Company and Los Angeles-First National Trust & Savings Bank (predecessor to U.S. Bank National Association), as Trustees, and dated as of April 1, 1928 (as amended, modified and supplemented prior to the execution and delivery of the Supplemental Indenture, the "Original Indenture" and, as amended by the Supplemental Indenture, the "Indenture");
  2. Supplemental Indenture;
  3. Each of the title policies and preliminary title reports referenced on Schedule A attached hereto (each, individually, a "Title Document" and, collectively, the "Title Documents"), issued by the title companies and/or authorized agents set forth opposite each such Title Document (each, individually, a "Title Company" and, collectively, the "Title Companies") for the benefit of the Company (or its predecessors in interest as "owner") on the date set forth opposite each such Title Document, in respect of the applicable real property(ies) set forth opposite each such Title Document (each, individually, an "Individual Property" and, collectively, the "Real Property") each indicating that the lien of the Original Indenture encumbers such Real Property;
-

4. The financing statements on Form UCC1 naming the Company as debtor, and the Trustee as secured party, filed in the governmental offices listed on Schedule B hereto (the "Financing Statements");
5. The UCC search reports indicating that the Financing Statements have been filed in the respective offices and in the respective states listed on Schedule B, which reports state that they reflect filings in such offices through the "as of" dates listed on Schedule B (the "Search Reports"); and
6. The Decision Authorizing California Water Service Company to Issue Debt and Equity Securities Dated September 23, 2010 issued by the Public Utilities Commission of the State of California in favor of the Company with respect to Application 10-01-013 (Filed January 7, 2010).

The Company's right, title and interest in the personal property and fixtures collateral described in the Indenture is referred to herein collectively as the "UCC Collateral." The Uniform Commercial Code as enacted and in effect in the State of California is referred to herein as the "CUCC." All terms defined in the CUCC are used herein as defined therein.

I have assumed, with your permission, but without independent investigation or analysis, that:

- a) The signatures on all documents examined by me are genuine, all individuals executing such documents had all requisite legal capacity and competency and were duly authorized, the documents submitted to me as originals are authentic and the documents submitted to me as certified or reproduction copies conform to the originals;
  - b) Each of the parties to the Indenture (i) is, or was at the time of the execution of such documents, duly formed, validly existing and in good standing both in its state of incorporation or formation, as applicable, and in all other jurisdictions in which it either conducts business or is required to qualify to do business, and (ii) has, or had at the time of the execution of such documents, all requisite power and corporate, partnership or limited liability company authority to execute, deliver and perform its respective obligations under the Indenture. Each of the parties to the Indenture has duly executed and delivered the Indenture. The individual executing the Indenture on behalf of each party thereto was duly authorized, on behalf of such party, to execute the Indenture and did in fact duly execute and deliver the Indenture. The execution and delivery of the Indenture by each party and the performance by such party of its obligations thereunder have been duly authorized by all necessary corporate, partnership, limited liability company or other action and do not violate any law, regulation, order, judgment or decree applicable to such party;
-

- c) Except with respect to the opinions I am giving, the Indenture constitutes the legal, valid and binding obligation of the parties thereto, enforceable against each such party in accordance with its respective terms;
- d) The Company has received adequate consideration for the Indenture and the attachment of the liens and security interests described therein; and all conditions precedent to the effectiveness of the Indenture have been satisfied or waived;
- e) All applicable recording, stamp or similar taxes have been paid in respect of the Supplemental Indenture;
- f) The Company has, and will have at all times relevant to this opinion, rights in the UCC Collateral within the meaning of Section 9203(b)(2) of the CUCC; and
- g) The Financing Statements have been filed effectively in the respective filing offices and in the respective states listed on Schedule B hereto, as indicated in the Search Reports that I have reviewed in connection with the preparation of this opinion; and the Financing Statements have not been terminated or amended since the respective "as of" dates listed on Schedule B.

I express no opinion with respect to any personal property (other than the UCC Collateral) or real property (other than the Real Property) referenced in the Indenture. No examination of title covering rights-of-way or easements in connection with distribution and water facilities has been made inasmuch as the Company has been advised that the expense incident to the obtaining of policies of title insurance and of examinations of title in respect thereto would be in excess of the cost of reacquiring by condemnation or purchase, possession and use of such parts of such rights-of-way or easements as might be held under defective titles, and accordingly, this opinion does not cover such rights-of-way or easements.

In rendering this opinion, I have made such inquiries and examined, among other things, originals or copies, certified or otherwise identified to my satisfaction, of such records, agreements, certificates, instruments and other documents as I have considered necessary or appropriate for purposes of this opinion. As to certain factual matters, I have relied to the extent I deemed appropriate, and without independent investigation, upon the representations and warranties of the parties in the Indenture, certificates of officers of such parties, or certificates obtained from public officials and others.

Based on the foregoing and in reliance thereon, and subject to the assumptions, exceptions, qualifications and limitations set forth herein, I am of the opinion that:

1. The Supplemental Indenture has been properly recorded, in the official records (the "Official Records") of each county in which the Real Property is situated (each, a "County") in accordance with applicable law.
  2. The Original Indenture constitutes a valid and perfected security interest in, and lien upon, the Real Property. The Supplemental Indenture preserves and
-

continues the valid and perfected security interest in, and the perfected lien upon, the Real Property created by the Original Indenture (the "Security Interest").

3. The Security Interest is subject to no liens, charges or other encumbrances prior to or on a parity with the lien of the Indenture except for (a) certain possible claims of a trustee in bankruptcy and any possible claims, taxes and/or assessments of any governmental or quasi-governmental agency having jurisdiction over any portion of the Real Property, (b) any Permitted Lien, as defined in the Indenture, or other permitted encumbrance otherwise described in the Indenture, and/or (c) such exceptions, defects and qualifications as in my opinion do not materially and adversely affect the security for the Indenture or the Company's title to or its right to use such properties in the conduct of its business ("Permitted Encumbrances"). Real Property hereafter acquired by the Company and located in counties in which the Indenture shall be of record will, upon acquisition, become subject to the lien of the Indenture, subject, however, to Permitted Encumbrances, any liens existing or placed thereon at acquisition and any liens which might intervene prior to the filing or recording of the instrument containing a sufficient legal description confirming of record that such property is subject to the lien of the Indenture, except as the existence or validity of the lien of the Indenture may be affected by the application of Sections 547 and/or 552 of the United States Bankruptcy Code or by any analogous provisions of applicable state insolvency laws.

4. The Indenture has been duly recorded or filed of record in each County where any Real Property described in the Indenture is located and in all other places required by law in order to perfect the lien upon the Real Property described in the Indenture.

5. The Company has granted a valid security interest (the "UCC Security Interest") in favor of the Trustee in the UCC Collateral described in the Indenture securing the performance of the obligations purported to be secured thereby, to the extent a security interest can be created therein under Division 9 of the CUCC. Such security interest in the UCC Collateral of the Company listed on Schedule B is perfected to the extent security interests therein can be perfected by the filing of UCC1 financing statements under Division 9 of the CUCC.

6. The UCC Collateral constitute all the personal property presently owned by the Company described in the Granting Clauses of the Indenture as subject to the lien of the Indenture.

The foregoing opinions are subject to the following exceptions, qualifications and limitations:

A. I render no opinion herein as to matters involving the laws of any jurisdiction other than the State of California and the United States of America. This opinion is limited to the effect of the present state of the laws of the State of California and the United States of America and the facts as they currently exist. I assume no obligation to revise or supplement this opinion in the event of future changes in such laws or the interpretations thereof or such facts.

---

B. The opinions above are further subject to (i) the effect of any bankruptcy, insolvency, reorganization, moratorium, arrangement or similar laws affecting the rights and remedies of creditors generally (including, without limitation, the effect of statutory or other laws regarding fraudulent transfers or preferential transfers), (ii) general principles of equity, including without limitation concepts of materiality, reasonableness, good faith and fair dealing and the possible unavailability of specific performance, injunctive relief or other equitable remedies, regardless of whether enforceability is considered in a proceeding in equity or at law and (iii) the qualification that certain default remedies provided in the Indenture may not be enforceable.

C. I express no opinion with respect to (i) the Company's corporate power and authority to execute and deliver the Indenture or to perform its obligations thereunder, (ii) the due authorization, execution, and delivery by the Company of the Indenture, or (iii) the legality, validity, binding nature or enforceability of the Indenture.

D. I have not made or undertaken to make any investigation concerning the factual and technical aspects of any portion of the Real Property and/or any improvements thereon or the obtaining or necessity of obtaining any licenses or permits therefor, whether in the event of sale or disposition of such real property by the trustee under any deed of trust or otherwise.

E. I have not made or undertaken to make any investigation concerning, and express no opinion with respect to, compliance by any portion of the Real Property with the requirements of the California Subdivision Map Act, as in effect from time to time, or the compliance by any portion of the Real Property with the requirements of federal, State of California, or local governmental agencies for specific uses of such portions of the Real Property.

F. I express no opinion as to the applicability to, or the effect of noncompliance by, the Trustee with any state or federal laws applicable to the transactions contemplated by the Indenture because of the nature of the business of the Trustee.

G. This opinion is subject to the effect of Section 552 of the United States Bankruptcy Code (limiting security interests in property acquired after the commencement of a case under the United States Bankruptcy Code). I call to your attention that under the provisions of the CUCC certain third parties, such as buyers and lessees of goods in the ordinary course of business, protected purchasers of securities or certain purchasers of security entitlements or financial assets, could acquire an interest in the UCC Collateral free of the security interests of the Trustee, even though such security interests are perfected.

H. I express no opinion with respect to (i) the existence, non-existence or value of any UCC Collateral, and (ii) any part of the UCC Collateral that is or may be such that a security interest therein is not covered by Division 9 of the CUCC by virtue of Section 9109 and (iii) the perfection of the Security Interests in any portion of the UCC

---

Collateral, and money, to the extent that filing of a financing statement is not or may not be sufficient to perfect a security interest therein.

I. I express no opinion with respect to (i) the sufficiency of the descriptions of the UCC Collateral contained in the Indenture, in the Financing Statements or in any document prepared in connection therewith except for the legal adequacy of descriptions of UCC Collateral (A) to the extent that such descriptions consist of the collateral types defined in the CUCC (other than commercial tort claims) and (B) contained in Financing Statements to the extent such descriptions consist of “all assets” or “all personal property,” (ii) the enforceability or perfection of any security interest in the proceeds of any UCC Collateral other than pursuant to Section 9315 of the CUCC, (iii) any security interest in consumer goods or commercial tort claims or (iv) perfection (or the law governing perfection) of any security interest in timber to be cut or as-extracted collateral (including oil, gas and other minerals).

J. I express no opinion with respect to the priority (and therefore no opinion as to the respective rights of any creditor, encumbrancer or other third party as against the rights of the Trustee) of any security interest in the UCC Collateral.

K. Perfection of the Security Interests generally will be terminated under the circumstances described in Sections 9316, 9507, 9508 and 9515 of the CUCC, unless appropriate action is taken as provided therein. Without limitation, (i) all the financing statements filed must be continued at prescribed intervals by the timely filing of continuation statements and (ii) a new or amended financing statement may be required to be filed to retain any perfected UCC Security Interest in the event the Company changes its name, identity or location (as determined under the CUCC).

This opinion is rendered to you in connection with that certain Underwriting Agreement dated on or about the date hereof between the Company and the several underwriters named in Schedule I thereto (the “Underwriting Agreement”) and may not be relied upon by any person in any other context (except that U.S. Bank National Association, in its capacity as Trustee under the Indenture, may rely on this opinion as if the opinion was addressed to it). You may not furnish this opinion or copies hereof to any other person except: (i) regulatory authorities should they so request in connection with their normal examinations, (ii) to your independent auditors and attorneys, (iii) pursuant to order or legal process of any court or governmental agency or (iv) in connection with any legal action to which you are a party arising out of the transactions contemplated by the Underwriting Agreement. This opinion may not be quoted without my prior written consent.

---



Very truly yours,

---

California Water Service Company  
Corporate Counsel  
2632 W. 237th St.  
Torrence, CA 90505

---

**SCHEDULE A**

Attached.

---

**SCHEDULE B**

**FINANCING STATEMENTS & SEARCH REPORTS**

<u>Company</u>	<u>Perfection State</u>	<u>Filing Office</u>	<u>Search Report as of</u>
California Water Service Company	California	California Secretary of State	<input type="text"/>

---

#### **SCHEDULE VII**

1. Solely with respect to any approval required from the Public Utilities Commission of the State of California pursuant to the California Public Utilities Code, the Company has been duly authorized to execute and deliver the Mortgage Indenture.
2. Solely with respect to any approval required from the Public Utilities Commission of the State of California pursuant to the California Public Utilities Code, the execution and delivery by the Company of the Mortgage Indenture: (i) does not violate any law, rule or regulation currently in effect of the State of California applicable to the Company that, in my experience, is generally applicable to transactions in the nature of those contemplated by the Mortgage Indenture, and (ii) does not require any filing with or approval of any governmental authority or regulatory body of the State of California under any law or regulation of the State of California applicable to the Company, except for such filings or approval as already have been made or obtained.

---

**5.50% First Mortgage Bonds due 2040, Series PPP**  
**Supplemental Mortgage of Chattels**  
**and**  
**Trust Indenture**  
**(Fifty-eighth Supplemental Indenture)**

---

**CALIFORNIA WATER SERVICE COMPANY**  
**to**  
**U.S. BANK NATIONAL ASSOCIATION**  
**as**  
***Trustee***

---

Dated as of November 22, 2010

---

---

**TABLE OF CONTENTS**

	Page
ARTICLE I DEFINITIONS	4
SECTION 1.01 DEFINITIONS	4
ARTICLE II CERTAIN TERMS AND ISSUANCE OF THE BONDS	4
SECTION 2.01. Designation of Bonds	4
SECTION 2.02. Aggregate Principal Amount	5
SECTION 2.03. Form; Payment of Interest and Principal on Series PPP Bonds	5
SECTION 2.04. Parent Guarantee	5
ARTICLE III REDEMPTION, SINKING FUND	5
ARTICLE IV MISCELLANEOUS	6
SECTION 4.01. Notice	6
SECTION 4.02. Amendment and Supplement	6
SECTION 4.03. Conflicts	6
SECTION 4.04. Governing Law	6
SECTION 4.05. Counterparts	6
SECTION 4.06. Ratification	6
SECTION 4.07. Severability	6
SECTION 4.08. Trustee and Supplemental Indenture	6
<b>Exhibits</b>	
EXHIBIT A	- FORM OF SERIES PPP BONDS
EXHIBIT B	- FORM OF PARENT GUARANTEE
EXHIBIT C	- RECORDATION OF RESIGNATIONS
EXHIBIT D	- RECORDATION OF FIRST THROUGH FIFTH-SEVENTH SUPPLEMENTAL INDENTURES

FIFTY-EIGHTH SUPPLEMENTAL MORTGAGE OF CHATTELS and TRUST INDENTURE (this "*Supplemental Indenture*") dated as of November 22, 2010, between CALIFORNIA WATER SERVICE COMPANY, a California corporation (the "*Company*"), and U.S. Bank National Association, as trustee (the "*Trustee*"), having its Corporate Trust Office at One California Street, Suite 1000, San Francisco, CA 94111.

RECITALS

WHEREAS, the Company heretofore made, executed and delivered the Indenture from California Water Service Company to American Trust Company and Los Angeles-First National Trust & Savings Bank, as Trustees, dated as of the 1st day of April, 1928, (the "*Original Base Indenture*"), and the Original Base Indenture has been recorded in the Office of the Recorders of the following counties and city and county of the State of California on the respective dates and in the respective books of record hereafter set forth:

County of City and County	Date of Recordation	Volume of Official Records (except as noted)	Page at Which Record Commences
Contra Costa	May 2, 1928	141	7
City and County of San Francisco	May 3, 1928	1637	346
Glenn	May 2, 1928	62	190
(Book of Mortgages)			
Kings	January 7, 1929	40	348
San Joaquin	May 2, 1928	243	295
Solano	May 2, 1928	14	7
Tulare	May 3, 1928	260	11
Alameda	May 2, 1928	1877	35
Sonoma	May 2, 1928	196	136
Los Angeles	May 4, 1928	7105	102
Butte	May 2, 1928	116	106
(Book of Mortgages)			
Kern	May 3, 1928	249	1
Shasta	May 2, 1928	38	80
Fresno	May 2, 1928	894	32
San Mateo	January 20, 1939	837	16
Yuba	September 12, 1942	69	291
Santa Clara	November 2, 1945	1305	286
Monterey	February 21, 1962	Serial No. 6604	
Ventura	November 15, 1983	Doc. No. 130176; and	

WHEREAS, Los Angeles-First National Trust & Savings Bank changed its name to Security-First National Bank of Los Angeles and later to Security First National Bank and later to Security-Pacific National Bank; and

WHEREAS, American Trust Company changed its name to Wells Fargo Bank and Wells Fargo Bank subsequently merged into Wells Fargo Bank, National Association; and

WHEREAS, by instrument entitled "Resignations of Wells Fargo Bank, National Association as Authenticating Trustee and Security Pacific National Bank as Trustee and Appointment and Acceptance of Bank of America National Trust and Savings Association as Authenticating Trustee under Mortgage of Chattels and Trust Indenture dated as of April 1, 1928 as Supplemented, Amended and Modified from California Water Service Company" dated as of August 1, 1983, recorded in the offices of the Recorders of those counties and city and county

of the State of California on the respective dates and in the respective books of record and/or as the respective document numbers set forth in EXHIBIT C, which is annexed hereto and hereby made a part hereof, (a) Wells Fargo Bank, National Association, resigned as authenticating trustee under the Original Base Indenture, as theretofore supplemented, amended and modified by the First through Thirty-First Supplemental Indentures, effective August 1, 1983, (b) the Company appointed Bank of America National Trust and Savings Association as successor authenticating trustee to Wells Fargo Bank, National Association, effective August 1, 1983, (c) Bank of America National Trust and Savings Association accepted such appointment as authenticating trustee under the Original Base Indenture, as theretofore supplemented, amended and modified by the First through Thirty-First Supplemental Indentures, effective August 1, 1983, (d) Security Pacific National Bank resigned as trustee under the Original Base Indenture, as theretofore supplemented, amended and modified by the First through Thirty-First Supplemental Indentures, effective August 1, 1983, (e) the Company appointed no successor trustee to said Security Pacific National Bank, (f) Bank of America National Trust and Savings Association as of August 1, 1983 became fully vested with all the estates, properties, rights powers trusts, duties and obligations of Wells Fargo Bank, National Association and Security Pacific National Bank, as trustees under the Original Base Indenture, as theretofore supplemented, amended and modified by the First through Thirty-First Supplemental Indentures, with like effect as if originally named as trustee therein, (g) Bank of America National Trust and Savings Association resigned as trustee under the Original Base Indenture, as theretofore supplemented, amended and modified by First through Thirty-First Supplemental Indentures, effective December 15, 1995, (h) the Company appointed, with the concurrence of a majority of the Holders, First Trust, a subsidiary of First Trust Bank System of Minneapolis, as successor trustee to Bank of America National Trust and Savings Association, effective December 15, 1995, (i) First Trust, a subsidiary of First Trust Bank System of Minneapolis, accepted such appointment as trustee under the Original Base Indenture, as supplemented, amended and modified by the First through Thirty-eighth Supplemental Indentures, (j) First Trust Bank System of Minneapolis merged with U. S. Bank Trust National Association, effective August 1, 1997; as a result of said merger, the corporate name became U. S. Bank Trust National Association, effective March 30, 1998, (k) effective January 10, 2002, U. S. Bank Trust National Association merged into U. S. Bank National Association and (l) U. S. Bank National Association became the trustee under the Original Base Indenture, as therefore supplemented, amended and modified by the First through Fifty-seventh Supplemental Indentures referred to below; and

WHEREAS, the Company has heretofore made, executed and delivered fifty-seven certain supplemental indentures supplemental to said Original Base Indenture, one such supplemental indenture from California Water Service Company to American Trust Company and Los Angeles-First National Trust & Savings Bank, as trustees, dated January 3, 1929, hereinafter sometimes called the "First Supplemental Indenture;" twelve such supplemental indentures from said California Water Service Company to American Trust Company and Security-First National Bank of Los Angeles, as trustees, dated and hereinafter sometimes called, respectively, as follows:

<u>Date</u>	<u>Name</u>
August 19, 1929	Second Supplemental Indenture
February 25, 1930	Third Supplemental Indenture
February 1, 1931	Fourth Supplemental Indenture
March 23, 1932	Fifth Supplemental Indenture
May 1, 1936	Sixth Supplemental Indenture
April 1, 1939	Seventh Supplemental Indenture
November 1, 1945	Eighth Supplemental Indenture
May 1, 1951	Ninth Supplemental Indenture
May 1, 1953	Tenth Supplemental Indenture
May 1, 1954	Eleventh Supplemental Indenture
May 1, 1955	Twelfth Supplemental Indenture
November 1, 1956	Thirteenth Supplemental Indenture

four supplemental indentures from California Water Service Company to Wells Fargo Bank and Security First National Bank, as trustees, dated and hereinafter sometimes called, respectively, as follows:



<u>Date</u>	<u>Name</u>
November 1, 1963	Fourteenth Supplemental Indenture
November 1, 1965	Fifteenth Supplemental Indenture
November 1, 1966	Sixteenth Supplemental Indenture
November 1, 1967	Seventeenth Supplemental Indenture

fourteen supplemental indentures from California Water Service Company to Wells Fargo Bank, National Association and Security Pacific National Bank, as trustees, dated and hereinafter sometimes called, respectively, as follows:

<u>Date</u>	<u>Name</u>
November 1, 1969	Eighteenth Supplemental Indenture
May 1, 1970	Nineteenth Supplemental Indenture
November 1, 1970	Twentieth Supplemental Indenture
October 1, 1972	Twenty-first Supplemental Indenture
November 1, 1972	Twenty-second Supplemental Indenture
November 15, 1972	Twenty-third Supplemental Indenture
November 1, 1973	Twenty-fourth Supplemental Indenture
May 1, 1975	Twenty-fifth Supplemental Indenture
May 1, 1976	Twenty-sixth Supplemental Indenture
November 1, 1977	Twenty-seventh Supplemental Indenture
May 1, 1978	Twenty-eighth Supplemental Indenture
November 1, 1979	Twenty-ninth Supplemental Indenture
November 1, 1980	Thirtieth Supplemental Indenture
May 1, 1982	Thirty-first Supplemental Indenture

seven supplemental indentures from California Water Service Company to Bank of America National Trust and Savings Association, as trustee, dated and hereinafter sometimes called, respectively, as follows:

<u>Date</u>	<u>Name</u>
September 1, 1983	Thirty-second Supplemental Indenture
May 1, 1988	Thirty-third Supplemental Indenture
November 1, 1990	Thirty-fourth Supplemental Indenture
November 3, 1992	Thirty-fifth Supplemental Indenture
May 1, 1993	Thirty-sixth Supplemental Indenture
September 1, 1993	Thirty-seventh Supplemental Indenture
November 2, 1993	Thirty-eighth Supplemental Indenture; and

and eighteen supplemental indentures from California Water Service Company to U.S. Bank National Association, as trustee, dated and hereinafter sometimes called, respectively, as follows:

<u>Date</u>	<u>Name</u>
April 17, 2009	Thirty-ninth Supplemental Indenture
April 17, 2009	Fortieth Supplemental Indenture
April 17, 2009	Forty-first Supplemental Indenture
April 17, 2009	Forty-second Supplemental Indenture
April 17, 2009	Forty-third Supplemental Indenture
April 17, 2009	Forty-fourth Supplemental Indenture
April 17, 2009	Forty-fifth Supplemental Indenture
April 17, 2009	Forty-sixth Supplemental Indenture
April 17, 2009	Forty-seventh Supplemental Indenture
April 17, 2009	Forty-eighth Supplemental Indenture
April 17, 2009	Forty-ninth Supplemental Indenture
April 17, 2009	Fiftieth Supplemental Indenture
April 17, 2009	Fifty-first Supplemental Indenture
April 17, 2009	Fifty-second Supplemental Indenture
April 17, 2009	Fifty-third Supplemental Indenture
April 17, 2009	Fifty-fourth Supplemental Indenture
April 17, 2009	Fifty-fifth Supplemental Indenture
April 17, 2009	Fifty-sixth Supplemental Indenture
April 17, 2009	Fifty-seventh Supplemental Indenture; and

WHEREAS, the First through Fifty-seventh Supplemental Indentures (or memoranda thereof) have been recorded in the offices of the Recorders of those counties and city and county of the State of California on the respective dates and in the respective books of record and/or as the respective document numbers set forth in EXHIBIT D, which is annexed hereto and hereby made a part hereof; and

WHEREAS, the Original Base Indenture as amended, supplemented and modified by the Thirty-ninth Supplemental Indenture, and as subsequently amended, supplemented and modified, is hereafter called the "**Base Indenture**."

NOW, THEREFORE, the parties hereto agree as follows:

## **ARTICLE I DEFINITIONS**

### **SECTION 1.01 DEFINITIONS**

Each term used herein has the meaning assigned to such term in the Base Indenture unless otherwise specifically defined herein, in which case the definition set forth herein shall govern the Bonds issued under this Supplemental Indenture. The following terms, as used herein, have the following meanings:

"**Closing Date**" means November 22, 2010.

"**Corporate Trust Office**" means the office of the Trustee specified in the initial paragraph of this Supplemental Indenture or any other office specified by the Trustee from time to time pursuant to the provisions of the Base Indenture.

"**Series PPP Bonds**" means the \$100,000,000 aggregate principal amount of 5.50% First Mortgage Bonds due 2040, Series PPP.

"**Trustee**" means the Person named as the "Trustee" in the first paragraph of this Supplemental Indenture until a successor Trustee shall have become such pursuant to the applicable provisions of the Base Indenture, and thereafter "Trustee" shall mean or include each Person who is then a Trustee hereunder.

## **ARTICLE II CERTAIN TERMS AND ISSUANCE OF THE BONDS**

### **SECTION 2.01. Designation of Bonds.**

The changes, modifications and supplements to the Base Indenture effected by this Supplemental Indenture shall be applicable only with respect to, and govern the terms of, the Series PPP Bonds and shall not apply to any other Bonds that have been or may be issued under the Base Indenture unless a supplemental indenture with respect to such other Bonds specifically incorporates such changes, modifications and supplements. Pursuant to this Supplemental Indenture, there is hereby designated a series of Bonds under the Base Indenture entitled "5.50% First Mortgage Bonds due 2040, Series PPP."

**SECTION 2.02. Aggregate Principal Amount.**

The aggregate principal amount of the Series PPP Bonds which may be outstanding under the terms of this Supplemental Indenture after the date hereof is \$100,000,00, except for Series PPP Bonds authenticated and delivered in accordance with Sections 2.15, 2.16, 2.18, 4.07 and 12.06 of the Base Indenture.

**SECTION 2.03. Form; Payment of Interest and Principal on Series PPP Bonds.**

(a) *General.* Without limiting the foregoing provisions of this Article II, the Series PPP Bonds shall be issued substantially in the form set forth in EXHIBIT A hereto and shall initially be Global Bonds. The Series PPP Bonds will be issued in denominations of \$1,000 and its integral multiples. To the extent that any provision of the Global Bonds representing the Series PPP Bonds conflicts with the express provisions of this Supplemental Indenture or the Base Indenture, this Supplemental Indenture or the Base Indenture shall govern and be controlling.

(b) *Payment of Interest and Principal on Bonds.* The Series PPP Bonds will mature on December 1, 2040 (the "*Maturity Date*") and will bear interest at the rate of 5.50% per annum. Interest on the Series PPP Bonds will be payable semi-annually in arrears on June 1 and December 1 of each year to the Holders thereof at the close of business on the immediately preceding May 15 and November 15 of each year, commencing on June 1, 2011. Interest on the Series PPP Bonds will accrue from the most recent date to which interest has been paid, or if no interest has been paid, from the Closing Date. Interest shall be computed on the basis of a 360-day year comprised of twelve 30-day months. The principal of and interest on the bonds will be payable in U.S. dollars or in such other currency of the United States that at the time of payment is legal tender for the payment of public and private debts.

**SECTION 2.04. Parent Guarantee.**

The obligations of the Company under the Series PPP Bonds shall be guaranteed by Parent, the form of which guarantee is set forth in EXHIBIT B hereto.

**ARTICLE III  
REDEMPTION, SINKING FUND**

**SECTION 3.01. Redemption.**

Commencing on the date that is six months prior to the Maturity Date, the Series PPP Bonds are redeemable at the option of the Company, at any time and from time to time, either in whole or in part, at a redemption price equal to 100% of the principal amount of the Series PPP Bonds being redeemed, plus accrued and unpaid interest on the principal amount of the Series PPP Bonds being redeemed to (but not including) the redemption date.

Notwithstanding the foregoing, payments of interest on the Series PPP Bonds that are due and payable on any Interest Payment Dates falling on or prior to the redemption date will be payable to the Holders of such Series PPP Bonds registered as such at the close of business on the relevant Regular Record Dates according to their terms and the terms and provisions of the Base Indenture.

Any redemption of Series PPP Bonds pursuant to this Article III shall be made in accordance with Article IV of the Base Indenture.

**SECTION 3.02. Sinking Fund**

The Series PPP Bonds shall not be subject to any sinking fund.

**ARTICLE IV  
MISCELLANEOUS**

**SECTION 4.01. Notice.**

Any notice or communication in respect of the Series PPP Bonds shall be made in accordance with Section 15.05 of the Base Indenture.

**SECTION 4.02. Amendment and Supplement.**

This Supplemental Indenture or the Series PPP Bonds may be amended or supplemented as provided for in the Base Indenture.

**SECTION 4.03. Conflicts.**

In the event of any conflict between this Supplemental Indenture and the Base Indenture, the provisions of this Supplemental Indenture shall prevail.

**SECTION 4.04. Governing Law.**

This Supplemental Indenture and the Series PPP Bonds shall be governed by, and construed and enforced in accordance with, the laws of the State of California without regard to the principles of conflicts of laws thereunder, except to the extent that the TIA shall be applicable.

**SECTION 4.05. Counterparts.**

The parties may sign any number of copies of this Supplemental Indenture. Each signed copy shall be an original, but all of them together represent the same agreement. One signed copy is enough to prove this Supplemental Indenture.

**SECTION 4.06. Ratification.**

The Base Indenture, as supplemented by this Supplemental Indenture, shall remain in full force and effect and is in all respects ratified and confirmed.

**SECTION 4.07. Severability.**

If any one or more of the covenants or agreements provided in this Supplemental Indenture or in the Series PPP Bonds on the part of the Company or the Trustee, or either of them, to be performed should be contrary to any express provision of law, or contrary to the policy of express law, to such an extent as to be unenforceable in any court of competent jurisdiction, then such covenant or covenants, agreement or agreements shall be null and void and shall be deemed separable from the remaining covenants and agreements and shall in no wise affect the validity of this Supplemental Indenture or the Series PPP Bonds.

**SECTION 4.08. Trustee and Supplemental Indenture.**

The Trustee shall not be responsible in any manner whatsoever for or in respect of the recitals contained herein, all of which recitals are made solely by the Company, or the validity or sufficiency of this Supplemental Indenture or the Notes issued hereunder, other than its certificate of authentication thereon.

[Signature Pages Follow]

SIGNATURES

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

**CALIFORNIA WATER SERVICE COMPANY**

By: /s/ Martin A. Kropelnicki  
Name: Martin A. Kropelnicki  
Title: Vice President, Chief Financial Officer

**U.S. BANK NATIONAL ASSOCIATION, as Trustee**

By: /s/ Marianne Diaz  
Name: Marianne Diaz  
Title: Vice President

SIGNATURE PAGE TO FIFTY-EIGHTH SUPPLEMENTAL INDENTURE

---

State of California )

County of Santa Clara)

On November 18, 2010 before me, Dorit Chapman, a Notary Public, personally appeared Martin Kropelnicki, who proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his authorized capacity, and that by his signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature /s/ Dorit Chapman (Seal)

State of California )

County of San Francisco)

On November 19, 2010 before me, Danielle Fung, a Notary Public, personally appeared Marianne Diaz, who proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument and acknowledged to me that she executed the same in her authorized capacity, and that by her signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature /s/ Danielle Fung (Seal)

---

**FORM OF SERIES PPP BOND**

UNLESS THIS CERTIFICATE IS PRESENTED BY AN AUTHORIZED REPRESENTATIVE OF THE DEPOSITORY TRUST COMPANY, A NEW YORK CORPORATION ("**DTC**"), TO CALIFORNIA WATER SERVICE COMPANY OR ITS AGENT FOR REGISTRATION OR TRANSFER, EXCHANGE OR PAYMENT, AND ANY CERTIFICATE ISSUED IS REGISTERED IN THE NAME OF CEDE & CO. OR IN SUCH OTHER NAME AS IS REQUESTED BY AN AUTHORIZED REPRESENTATIVE OF DTC (AND ANY PAYMENT IS MADE TO CEDE & CO. OR TO SUCH OTHER ENTITY AS IS REQUESTED BY AN AUTHORIZED REPRESENTATIVE OF DTC), ANY TRANSFER, PLEDGE OR OTHER USE HEREOF FOR VALUE OR OTHERWISE BY OR TO ANY PERSON IS WRONGFUL INASMUCH AS THE REGISTERED OWNED HEREOF, CEDE & CO., HAS AN INTEREST HEREIN.

THIS BOND IS A GLOBAL BOND WITHIN THE MEANING OF THE INDENTURE HEREINAFTER REFERRED TO AND IS REGISTERED IN THE NAME OF A DEPOSITARY OR A NOMINEE THEREOF. THIS BOND MAY NOT BE TRANSFERRED TO, OR REGISTERED OR EXCHANGED FOR BONDS REGISTERED IN THE NAME OF, ANY PERSON OTHER THAN THE DEPOSITARY OR A NOMINEE THEREOF AND NO SUCH TRANSFER MAY BE REGISTERED, EXCEPT IN THE LIMITED CIRCUMSTANCES DESCRIBED IN THE INDENTURE. EVERY BOND AUTHENTICATED AND DELIVERED UPON REGISTRATION OF TRANSFER OF, OR IN EXCHANGE FOR OR IN LIEU OF, THIS BOND SHALL BE A GLOBAL BOND SUBJECT TO THE FOREGOING, EXCEPT IN SUCH LIMITED CIRCUMSTANCES.

**CALIFORNIA WATER SERVICE COMPANY**

5.50% First Mortgage Bonds due 2040, Series PPP

CUSIP No. 130789 AF7

No. [ ]

\$100,000,000

**CALIFORNIA WATER SERVICE COMPANY**, a California corporation (the "**Company**"), promises to pay to Cede & Co., or its registered assigns, the principal sum of \$100,000,000 in U.S. Dollars on December 1, 2040.

Interest Payment Dates: June 1 and December 1, commencing June 1, 2011

Record Dates: May 15 and November 15

Additional provisions of this Series PPP Bond are set forth on the other side of this Series PPP Bond.

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

**CALIFORNIA WATER SERVICE COMPANY**

By \_\_\_\_\_  
Name:  
Title:

Attest:

\_\_\_\_\_  
Name:  
Title:

[Authentication Page to Follow]



CERTIFICATE OF AUTHENTICATION

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

Dated:

U.S. BANK NATIONAL ASSOCIATION,  
As Trustee

By \_\_\_\_\_  
Authorized Signatory

A-3

---

[FORM OF REVERSE SIDE OF SERIES PPP BOND]

5.50% First Mortgage Bonds due 2040, Series PPP

**1. INTEREST**

CALIFORNIA WATER SERVICE COMPANY, a California corporation (the "*Company*"), promises to pay interest on the principal amount of this Series PPP Bond at the rate per annum shown above.

The Company shall pay interest semi-annually in arrears on June 1 and December 1 of each year, commencing June 1, 2011. Interest on the Series PPP Bonds will accrue from the most recent date to which interest has been paid with respect to the Series PPP Bonds, or, if no interest has been paid, from November 22, 2010. Interest shall be computed on the basis of a 360-day year comprised of twelve 30-day months.

**2. METHOD OF PAYMENT**

The Company shall pay interest on the Series PPP Bonds to the Persons who are registered Holders of Series PPP Bonds at the close of business on the May 15 or November 15 immediately preceding the Interest Payment Date even if Series PPP Bonds are canceled after the Regular Record Date or Special Record Date, as applicable, and on or before the Interest Payment Date. The Company shall pay principal and interest in money of the United States that at the time of payment is legal tender for payment of public and private debts. However, all payments in respect of this Series PPP Bond (including principal, premium, if any, and interest) must be made by wire transfer of immediately available funds to the accounts specified by the Holder hereof. Payment shall be without the presentation or surrender of the Series PPP Bonds or the making of any notation thereon, except that upon written request of the Company or Trustee made concurrently with or reasonably promptly after payment in full of any Series PPP Bond, the Holder thereof shall surrender such Series PPP Bond for cancellation, reasonably promptly after any such request, to the Company at its principal executive office or to the Trustee at its principal corporate trust office.

**3. PAYING AGENT AND REGISTRAR**

Initially, U.S. Bank National Association (the "*Trustee*") shall act as Paying Agent and Registrar. The Company may appoint and change any Paying Agent or Registrar without notice to the Holders. The Company may act as Paying Agent or Registrar.

**4. INDENTURE**

The Company issued the Series PPP Bonds under an Indenture from California Water Service Company to American Trust Company and Los Angeles-First National Trust & Savings Bank, as Trustees, dated as of the 1st day of April, 1928 (the "*Original Base Indenture*"; the Original Base Indenture as amended and modified by the Thirty-ninth Supplemental Indenture, and as subsequently amended, supplemented and modified, the "*Base Indenture*"), as further supplemented by the Fifth-Eighth Supplemental Indenture dated as of November 22, 2010, between the Company and U.S. Bank National Association (as ultimate successor to American Trust Company and Los Angeles-First National Trust & Savings Bank), as Trustee (as subsequently amended, supplemented and modified, the "*Supplemental Indenture*"). The terms of the Series PPP Bonds include those stated in the Base Indenture and the Supplemental Indenture and those made part of the Base Indenture and the Supplemental Indenture by reference to the TIA. Terms defined in the Base Indenture and the Supplemental Indenture and not defined herein have the meanings ascribed thereto in the Base Indenture and Supplemental Indenture. The Series PPP Bonds are subject to all such terms, and Holders are referred to the Base Indenture, the Supplemental Indenture and the TIA for a statement of those terms.

The Series PPP Bonds are secured obligations of the Company known generally as First Mortgage Bonds.

## **5. REDEMPTION; SINKING FUND**

Commencing on the date that is six months prior to the Maturity Date, the Series PPP Bonds are redeemable at the option of the Company, at any time and from time to time, either in whole or in part, at a redemption price equal to 100% of the principal amount of the Series PPP Bonds being redeemed, plus accrued and unpaid interest on the principal amount of the Series PPP Bonds being redeemed to (but not including) the redemption date.

Notwithstanding the foregoing, payments of interest on the Series PPP Bonds that are due and payable on any Interest Payment Dates falling on or prior to the redemption date will be payable to the Holders of such Series PPP Bonds registered as such at the close of business on the relevant Regular Record Dates according to their terms and the terms and provisions of the Base Indenture.

The Series PPP Bonds shall not be subject to any sinking fund.

## **6. DENOMINATIONS; TRANSFER; EXCHANGE**

The Series PPP Bonds are in registered form without coupons in denominations of \$1,000 and whole multiples of \$1,000. A Holder may transfer or exchange Series PPP Bonds in accordance with the Base Indenture. Upon any transfer or exchange, the Registrar and the Trustee may require a Holder, among other things, to furnish appropriate transfer documents and to pay any taxes required by law or permitted by the Base Indenture. The Registrar shall not be required to register the transfer of or to exchange a Series PPP Bond between a Regular Record Date and the next succeeding Interest Payment Date.

## **7. PERSONS DEEMED OWNERS**

The registered Holder of this Series PPP Bond may be treated as the owner of it for all purposes.

## **8. UNCLAIMED MONEY**

If money for the payment of principal or interest remains unclaimed, the Paying Agent shall pay the money back to the Company in accordance with the terms of the Base Indenture.

## **9. DISCHARGE AND DEFEASANCE**

Subject to certain conditions set forth in the Base Indenture, the Company at any time may terminate some or all of its obligations under the Base Indenture and the Supplemental Indenture with respect to the Series PPP Bonds if, among other things, the Company deposits with the Trustee funds for the payment of principal and interest on the Series PPP Bonds to Maturity, as the case may be.

## **10. AMENDMENT, WAIVER**

The Base Indenture permits, subject to certain exceptions set forth therein, that the Base Indenture and the terms of the Bonds of a series, which include the Series PPP Bonds, and the rights of the Holders of the Bonds of a series, which may include the Holders of the Series PPP Bonds, in each case may be modified, with the written consent of the Holders of a majority in aggregate principal amount of the Bonds the terms of which or the rights of the Holders of which are to be modified. The Base Indenture also permits certain other amendments, modifications or waivers thereof only with the consent of each Outstanding Bond affected thereby, while certain other amendments or modifications may be made without the consent of any Holders of Bonds.

The Base Indenture also provides the Holders of sixty-six and two-thirds percent (66-2/3%) or more of principal amount of the Bonds then Outstanding of all such series under which an Event of Default shall have occurred, which may include the Series PPP Bonds, may, by a written instrument or instruments signed by such Holders and delivered to the Trustee and to the Company, waive any past Default or Event of Default under such series of Bonds and its consequences except an Event of Default in the payment of the principal of, premium, if

any, or interest on any of the Bonds as and when the same shall become due by the terms of such Bonds, and upon such waiver such Default or Event of Default shall be deemed not to exist for any purpose of the Base Indenture or such series of Bonds.

Any such consent or waiver by the Holder of this Series PPP Bond shall be conclusive and binding upon such Holder and upon all future Holders of this Series PPP Bond and of any Series PPP Bond issued in lieu of or exchange, in respect of anything done, omitted or suffered by the Trustee in pursuance thereof.

#### **11. DEFAULTS AND REMEDIES**

Events of Default are set forth in the Base Indenture. If an Event of Default shall have occurred and be continuing, the Trustee upon the direction of Holders of not less than twenty-five percent (25%) aggregate principal amount of the Outstanding Bonds or the Holders of not less than twenty-five percent (25%) aggregate principal amount of the Outstanding Bonds, may, by notice in writing delivered to the Company (and to the Trustee if given by the Holders), declare the entire principal amount of Outstanding Bonds, premium, if any, and the interest accrued thereon immediately due and payable, and said entire principal, premium, if any, and interest shall thereupon become and be immediately due and payable.

Holders may not enforce the Base Indenture, the Supplemental Indenture or the Series PPP Bonds except as provided in the Base Indenture. The Trustee may refuse to enforce the Base Indenture, the Supplemental Indenture or the Series PPP Bonds unless it receives indemnity or security reasonably satisfactory to it. Subject to certain limitations, Holders of a majority in aggregate principal amount of the Outstanding Bonds may direct the Trustee in its exercise of any trust or power. The Trustee may withhold from Holders notice of any Default (except a Default in payment of principal or interest on any Bond, or in the payment of any sinking fund installment) if and so long as Responsible Officers in good faith determine that withholding notice is in the interest of the Holders.

#### **12. TRUSTEE DEALINGS WITH THE COMPANY**

Subject to certain limitations imposed by the TIA, the Trustee, in its individual or any other capacity, may become the owner or pledgee of the Series PPP Bonds and may otherwise deal with and collect obligations owed to it by the Company or its Affiliates and may otherwise deal with the Company or its Affiliates with the same rights it would have if it were not Trustee.

#### **13. NO PERSONAL LIABILITY OF DIRECTORS, OFFICERS, EMPLOYEES AND STOCKHOLDERS**

No director, officer, employee, incorporator or stockholder of the Company or Parent shall have any liability for any obligations of the Company under the Base Indenture, the Supplemental Indenture or the Series PPP Bonds or for any claim based on, in respect of, or by reason of such obligations or their creation. Each Holder by accepting the Series PPP Bonds waives and releases all such liability. The waiver and release are part of the consideration for the issuance of the Series PPP Bonds. Such waiver may not be effective to waive liabilities of directors, officers or persons controlling the Company under the federal securities laws and it is the view of the Commission that such waiver is against public policy and is therefore unenforceable.

#### **14. GOVERNING LAW**

The Series PPP Bonds shall be governed by, and construed and enforced in accordance with, the laws of the State of California without regard to the principles of conflicts of laws thereunder, except to the extent that the TIA shall be applicable.

#### **15. AUTHENTICATION**

This Series PPP Bond shall not be valid until an authorized signatory of the Trustee (or an Authenticating Agent) manually signs the certificate of authentication on the other side of this Series PPP Bond.

**16. ABBREVIATIONS**

Customary abbreviations may be used in the name of a Holder or an assignee, such as TEN COM (=tenants in common), TEN ENT (=tenants by the entireties), JT TEN (=joint tenants with rights of survivorship and not as tenants in common), CUST (=custodian), and U/G/M/A (=Uniform Gift to Minors Act).

**17. SECURITY INTEREST**

The Series PPP Bonds shall be secured to the extent and in the manner provided by the Base Indenture.

**18. GUARANTEE**

Parent has guaranteed the obligations under this Series PPP Bond in accordance with the terms of the Supplemental Indenture.

The Company shall furnish to any Holder upon written request and without charge to the Holder a copy of the Base Indenture and the Supplemental Indenture. Requests may be made to:

**CALIFORNIA WATER SERVICE COMPANY**  
**1720 North First Street**  
**San Jose, CA 95112**  
**Attention: Corporate Secretary**

ASSIGNMENT FORM

To assign this Series PPP Bond, fill in the form below:

I or we assign and transfer this Series PPP Bond to

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

\_\_\_\_\_  
(Insert assignee's soc. sec. or tax I.D. No.)

and irrevocably appoint \_\_\_\_\_ agent to transfer this Series PPP Bond on the books of the Company. The agent may substitute another to act for him.

Date: \_\_\_\_\_ Your Signature: \_\_\_\_\_

Signature Guarantee: \_\_\_\_\_

(Signature must be guaranteed by a  
participant in a recognized signature  
guarantee medallion program)

\_\_\_\_\_  
Sign exactly as your name appears on the other side of this Series PPP Bond.

SCHEDULE OF EXCHANGES OF INTEREST IN GLOBAL BOND

The following increases or decreases in this Global Bond have been made:

Date of Exchange	Amount of decrease in Principal Amount of this Global Bond	Amount of increase in Principal Amount of this Global Bond	Principal amount of this Global Bond following such decrease or increase	Signature of authorized signatory of Trustee or Notes Custodian
------------------	--	--	--	---

**EXHIBIT B**  
**FORM OF PARENT GUARANTEE**

GUARANTEE, dated as of November 22, 2010 (as amended from time to time, this "Guarantee"), made by California Water Service Group, a Delaware corporation (the "Guarantor"), in favor of U.S. Bank National Association, as trustee ("Trustee") for the registered holders (the "Holders") of the 5.50% First Mortgage Bonds due 2040, Series PPP (collectively, the "Bonds"), of California Water Service Company, a California corporation (the "Issuer").

WITNESSETH:

SECTION 1. Guarantee. (a) The Guarantor hereby fully, absolutely, irrevocably and unconditionally guarantees the due and punctual payment when due, whether at stated maturity, by acceleration, by notice of prepayment or otherwise, of the principal of, premium, if any, and interest on the Bonds (the "Obligations"), according to the terms of the Bonds and as more fully described in the Indenture dated as of April 1, 1928 (as amended, modified or otherwise supplemented from time to time, including the Thirty-ninth Supplemental Indenture and the Fifth-Eighth Supplemental Indenture, the "Indenture"), between the Issuer and the Trustee, and any other amounts payable by the Guarantor to the Holders under the Indenture. The Guarantor's obligation to make payment on the Obligations may be satisfied by direct payment of the required full and final amounts by the Guarantor to the Holders or by causing the Issuer to pay such full and final amounts to the Holders.

(b) It is the intention of the Guarantor that this Guarantee not constitute a fraudulent transfer or conveyance for purposes of Bankruptcy Law, the Uniform Fraudulent Conveyance Act, the Uniform Fraudulent Transfer Act or any similar federal or state law to the extent applicable to this Guarantee. To effectuate the foregoing intention, the amount guaranteed by the Guarantor under this Guarantee shall be limited to the maximum amount as will, after giving effect to such maximum amount and all other contingent and fixed liabilities of the Guarantor that are relevant under such laws, result in the Obligations of the Guarantor under this Guarantee not constituting a fraudulent transfer or conveyance. For purposes hereof, "Bankruptcy Law" means Title 11, U.S. Code, or any similar federal or state law for the relief of debtors.

(c) The Guarantor hereby covenants to comply with the provisions of Article XIII of the Indenture.

SECTION 2. Guarantee Absolute. The Guarantor guarantees that the Obligations will be paid strictly in accordance with the terms of the Indenture, regardless of any law, regulation or order now or hereafter in effect in any jurisdiction affecting any of such terms or the rights of Holders of the Bonds with respect thereto. The Guarantor assents to all the terms, covenants and conditions of the Bonds and the Indenture. The liability of the Guarantor under this Guarantee shall be full, absolute, irrevocable and unconditional irrespective of:

- (a) any lack of validity, enforceability or genuineness of any provision of the Indenture, the Bonds or any other agreement or instrument relating thereto;
- (b) any change in the time, manner or place of payment of, or in any other term of, all or any of the Obligations, or any other amendment or waiver of or any consent to departure from the Indenture;
- (c) any exchange, release or non-perfection of any collateral, or any release or amendment or waiver of or consent to departure from any other guarantee, for all or any of the Obligations;
- (d) the recovery of any judgment against the Issuer, or by the levy of any writ or process of execution under such judgment, or by any action or proceedings taken by any Holder under the Indenture, the Bonds or the Guarantee for the enforcement thereof or hereof;
- (e) the consolidation or merger of the Issuer with or into any other corporation or any sale, lease or other disposition of the Issuer's properties as an entirety or substantially as an entirety to any other corporation;
- (f) the release or waiver, by operation of law or otherwise, of the performance or observance by the Issuer of any express or implied agreement, covenant, term or condition relating to the Bonds to be performed or observed by the Issuer;



(g) the extension of time for the payment by the Issuer of any portion of the Obligations (other than an extension of time for payment of Obligations that results from the extension of any interest payment period on the Bonds as provided in the Indenture), or the extension of time for the performance of any other obligation under, arising out of, or in connection with, the Bonds;

(h) any failure, omission, delay or lack of diligence on the part of the Holders to enforce, assert or exercise any right, privilege, power or remedy conferred on the Holders pursuant to the terms of the Bonds, or any action on the part of the Issuer granting indulgence or extension of any kind;

(i) the voluntary or involuntary liquidation, dissolution, receivership, insolvency, bankruptcy, assignment for the benefit of creditors, reorganization, arrangement, composition or readjustment of debt of, or other similar proceedings affecting, the Issuer or any of the assets of the Issuer;

(j) any invalidity of, or defect or deficiency in, the Bonds;

(k) the settlement or compromise of any obligation guaranteed hereby or hereby incurred; or

(l) any other circumstance whatsoever that might otherwise constitute a legal or equitable discharge or defense of a guarantor (other than payment of the underlying obligation) and any other act or delay or failure to act, or by any other thing, which may or might in any manner or to any extent vary the risk of the Guarantor, it being the intent of this Section 2 that the obligations of the Guarantor hereunder shall be absolute and unconditional under any and all circumstances.

There shall be no obligation of the Holders to give notice to, or obtain the consent of, the Guarantor with respect to the happening of any of the foregoing.

SECTION 3. Subordination. The Guarantor covenants and agrees that its obligation to make payments of the Obligations hereunder constitutes an unsecured obligation of the Guarantor ranking (a) *pari passu* with all existing and future senior indebtedness of the Guarantor and (b) senior in right of payment to all existing and future subordinated indebtedness of the Guarantor.

SECTION 4. Waiver; Subrogation. (a) The Guarantor hereby irrevocably waives promptness, diligence, notice of acceptance, notice of nonpayment, notice of dishonor, notice of redemption, notice of Event of Default and any other notice with respect to this Guarantee, presentment, demand for payment or protest and all other demands and related notices, and any requirement that the Trustee, or the Holders of any Bonds protect, secure, perfect or insure any security interest or lien or any property subject thereto or exhaust any right or take any action against the Issuer or any other Person or any collateral.

(b) The Guarantor hereby irrevocably waives any claims or other rights that it may now or hereafter acquire against the Issuer that arise from the existence, payment, performance or enforcement of the Guarantor's obligations under this Guarantee or the Indenture, including, without limitation, any right of subrogation, reimbursement, exoneration, contribution or indemnification and any right to participate in any claim or remedy of the Trustee, or the Holders of any Bonds against the Issuer or any collateral, whether or not such claim, remedy or right arises in equity or under contract, statute or common law, including, without limitation, the right to take or receive from the Issuer, directly or indirectly, in cash or other property or by set-off or in any other manner, payment or security on account of such claim, remedy or right. If any amount shall be paid to the Guarantor in violation of the preceding sentence at any time prior to the cash payment in full of the Obligations and all other amounts payable under this Guarantee, such amount shall be held in trust for the benefit of the Trustee and the Holders of any Bonds and shall forthwith be paid to the Trustee, to be credited and applied to the Obligations and all other amounts payable under this Guarantee, whether matured or unmatured, in accordance with the terms of the Indenture and this Guarantee, or be held as collateral for any Obligations or other amounts payable under this Guarantee thereafter arising.

(c) Guarantor further waives any and all rights and defenses that Guarantor may have because Issuer's debt is secured by real property; this means, among other things, that: (1) Guarantor waives any such defenses that may arise out of an election of remedies by Trustee, even though that election of remedies, such as a nonjudicial foreclosure with respect to security for a guaranteed obligation, has destroyed Guarantor's rights of subrogation and reimbursement against the principal by the operation of Section 580d of the California Code of Civil Procedure or otherwise; (2) Trustee may collect from Guarantor without first foreclosing on any real or personal property collateral pledged by Issuer; (3) if Trustee forecloses on any real property collateral pledged by Issuer,

then (A) the amount of the debt may be reduced only by the price for which that collateral is sold at the foreclosure sale, even if the collateral is worth more than the sale price, and (B) Trustee may collect from Guarantor even if Trustee, by foreclosing on the real property collateral, has destroyed any right Guarantor may have to collect from Issuer. The foregoing sentence is an unconditional and irrevocable waiver of any rights and defenses Guarantor may have because Issuer's debt is secured by real property. These rights and defenses being waived by Guarantor include, but are not limited to, any rights or defenses based upon Section 580a, 580b, 580d or 726 of the California Code of Civil Procedure. Without limiting the generality of the foregoing or any other provision hereof, Guarantor further expressly waives to the extent permitted by law any and all rights and defenses, including without limitation any rights of subrogation, reimbursement, indemnification and contribution, which might otherwise be available to Guarantor under California Civil Code Sections 2787 to 2855, inclusive, 2899 and 3433, or under California Code of Civil Procedure Sections 580a, 580b, 580d and 726, or any of such sections.

(d) The Guarantor acknowledges that it will receive direct and indirect benefits from the financing arrangements contemplated by the Indenture and this Guarantee and that the waiver set forth in this Section 4 is knowingly made in contemplation of such benefits.

SECTION 5. Rights of Holders. The Guarantor expressly acknowledges that: (i) this Guarantee will be deposited with the Trustee to be held for the benefit of the Holders; (ii) the Trustee has the right to enforce this Guarantee on behalf of the Holders; and (iii) the Holders of a majority in principal amount of the Bonds have the right to direct the time, method and place of conducting any proceeding for any remedy available to the Trustee in respect of this Guarantee or exercising any trust or power conferred upon the Trustee under this Guarantee.

SECTION 6. Independent Obligations. The Guarantor acknowledges that its obligations hereunder are independent of the obligations of the Issuer with respect to the Bonds and that the Guarantor shall be liable as principal and as debtor hereunder to pay the Obligations pursuant to the terms of this Guarantee.

SECTION 7. No Waiver; Remedies. No failure on the part of the Trustee or any Holder of the Bonds to exercise, and no delay in exercising, any right hereunder shall operate as a waiver thereof; nor shall any single or partial exercise of any right hereunder preclude any other or further exercise thereof or the exercise of any other right. The remedies herein provided are cumulative and not exclusive of any remedies provided by law.

SECTION 8. Guarantee of Payment; Continuing Guarantee; Transfer of Interest. This Guarantee creates a guarantee of payment. This Guarantee is a continuing guarantee and shall (a) remain in full force and effect until the earliest to occur of (i) the date, if any, on which the Guarantor shall consolidate with or merge into the Issuer or any successor thereto, (ii) the date, if any, on which the Issuer or any successor thereto shall consolidate with or merge into the Guarantor, and (iii) final payment in full of the Obligations, (b) be binding upon the Guarantor, its successors and assigns, and (c) inure to the benefit of and be enforceable by any Holder of Bonds, the Trustee, and by their respective successors, transferees, and assigns.

SECTION 9. Reinstatement. This Guarantee shall continue to be effective or be reinstated, as the case may be, if at any time any payment of any of the Obligations is rescinded or must otherwise be returned by any Holder of the Bonds or the Trustee upon the insolvency, bankruptcy or reorganization of the Issuer or otherwise, all as though such payment had not been made.

SECTION 10. Amendment. The Guarantor may amend this Guarantee at any time for any purpose without the consent of the Trustee or any Holder of the Bonds *provided, however*, that if such amendment adversely affects (a) the rights of the Trustee or (b) any Holder of the Bonds, the prior written consent of the Trustee (in the case of (b), acting at the written direction of the Holders of a majority in aggregate principal amount of Bonds) shall be required; *provided, further, however*, that the Guarantor shall provide a copy of any such amendment to the Trustee.

SECTION 11. Governing Law. This Guarantee shall be governed by, and construed and enforced in accordance with, the laws of the State of California without regard to the principles of conflicts of laws thereunder, except to the extent that the Trust Indenture Act of 1939, as amended, shall be applicable.

SECTION 12. Notices. Any notice or communication shall be in writing and shall be hand delivered or mailed by first class mail (registered or certified, return receipt requested) or sent by facsimile, to the Guarantor at the following address:

California Water Service Group  
1720 North First Street  
San Jose, CA 95112  
Telecopier No.: (408) 367-8430  
Attention of: Chief Financial Officer

**IN WITNESS WHEREOF**, the Guarantor has caused this Guarantee to be duly executed and delivered by its officer thereunto duly authorized as of the date first above written.

CALIFORNIA WATER SERVICE GROUP,  
as Guarantor

By: \_\_\_\_\_

Name:

Title:

B-4

---

**EXHIBIT C**

The resignations of Wells Fargo Bank, National Association and Security Pacific National Bank, as trustees, and the acceptance of Bank of America National Trust and Savings Association as successor trustee have been recorded in the offices of the Recorders of the following counties and city and county of the State of California on the respective dates and in the respective books of record and/or as the respective document numbers hereinafter set forth as follows:

<b>County or Page City and County</b>	<b>Date of Recordation</b>	<b>Document No.</b>	<b>Book and (Reel-Image)</b>
Alameda	August 1, 1983	83-137410	
Butte	August 1, 1983	83-25375	2851-200
Fresno	August 2, 1983	83069489	
Glenn	August 1, 1983	3329	729-170
Kern	August 2, 1983	12487	5576-522
Los Angeles	August 2, 1983	83-887733	
Monterey	August 1, 1983	Pg. 34173	1655-830
City and County of San Francisco	August 1, 1983	D 376552	D559-205
San Joaquin	August 10, 1983	83058347	
San Mateo	August 1, 1983	83080322	
Santa Clara	August 1, 1983	7766085	H770-413
Solano	August 1, 1983	32353	Pg. 61300
Sonoma	August 1, 1983	83-50597	83-50597
Tulare	August 1, 1983	35981	4093-763
Ventura	November 15, 1983		130201
Yuba	August 1, 1983	1056	805-423

On December 15, 1995, Bank of America National Trust and Savings Association, transferred substantially all of its corporate trust business to First Trust of California, National Association. On March 30, 1998, First Trust of California, National Association changed its name to U.S. Bank Trust National Association, San Francisco. On January 10, 2002, U.S. Bank Trust National Association, San Francisco, merged with and into U.S. Bank National Association as successor trustee. Evidence of the above and U.S. Bank National Association's status as successor trustee have been recorded in the offices of the Recorders of the following counties of the State of California on the respective dates and in the respective books of record and/or as the respective document numbers hereinafter set forth as follows:

<b>County</b>	<b>Date of Recordation</b>	<b>Document No.</b>	<b>Book and (Reel-Image)</b>
Fresno	March 9, 2009	2009-0032066	
Lake	March 10, 2009	2009003530	
Los Angeles	March 9, 2009	2009-03216507	
Monterey	March 9, 2009	2009013888	
San Joaquin	March 9, 2009	2009-038049	
San Mateo	March 18, 2009	2009-030163	
Solano	March 12, 2009	200900018231	
Sonoma	March 9, 2009	2009019936	
Tulare	March 9, 2009	2009-0013707	
Ventura	March 9, 2009	20090309-00035462-0	

**EXHIBIT D**

The First through Fifty-seventh Supplemental Indentures (or memoranda thereof) have been recorded in the offices of the Recorders of the following counties and city and county of the State of California on the respective dates and in the respective books of record and/or as the respective document numbers hereinafter set forth, as follows:

First Supplemental Indenture

<u>Date of Recordation</u>	<u>Volume of Official Records</u>	<u>Page at Which Record Commences</u>	<u>County</u>
January 7, 1929	40	432	Kings
January 7, 1929	157	256	Contra Costa

Second Supplemental Indenture

<u>County or City and County</u>	<u>Date of Recordation</u>	<u>Volume of Official Records</u>	<u>Pages At Which Record Commences</u>
Kings	August 20, 1929	48	442
Butte	August 20, 1929	116	389
Glenn	August 20, 1929	17	179
Alameda	August 20, 1929	2173	334
Tulare	August 20, 1929	337	88
Kern	August 21, 1929	320	95
Contra Costa	August 20, 1929	208	198

Third Supplemental Indenture

<u>County or City and County</u>	<u>Date of Recordation</u>	<u>Volume of Official Records</u>	<u>Pages At Which Record Commences</u>
Yuba	February 28, 1930	9	
City and County of San Francisco	February 28, 1930	1985	257

Fourth Supplemental Indenture

<u>County or City and County</u>	<u>Date of Recordation</u>	<u>Volume of Official Records</u>	<u>Pages At Which Record Commences</u>
San Mateo	July 17, 1931	537	1
City and County of San Francisco	July 20, 1931	2232	284
Santa Clara	July 17, 1931	576	175

Fifth Supplemental Indenture

<u>County or City and County</u>	<u>Date of Recordation</u>	<u>Volume of Official Records</u>	<u>Pages At Which Record Commences</u>
City and County of San Francisco	March 31, 1932	2359	17
Yuba	April 6, 1932	12	469
Sonoma	April 6, 1932	320	39
Alameda	April 6, 1932	2808	77
Tulare	April 6, 1932	466	381
Los Angeles	April 6, 1932	11543	85
San Joaquin	April 6, 1932	397	375
Santa Clara	April 6, 1932	606	464
San Mateo	April 6, 1932	553	492
Butte	April 6, 1932	83	489
Kings	April 6, 1932	87	292
Glenn	April 6, 1932	43	123
Shasta	April 6, 1932	74	10
Contra Costa	April 6, 1932	299	449
Kern	April 6, 1932	428	473
Solano	April 6, 1932	89	66

Sixth Supplemental Indenture

<u>County or City and County</u>	<u>Date of Recordation</u>	<u>Volume of Official Records</u>	<u>Pages At Which Record Commences</u>
Alameda	June 15, 1936	3314	406
Butte	June 15, 1936	167	1
Contra Costa	June 15, 1936	418	12
Glenn	June 15, 1936	82	73
Kern	June 15, 1936	643	64
Kings	June 15, 1936	151	241
Los Angeles	June 15, 1936	14153	291
City and County of San Francisco	June 15, 1936	2972	1
San Joaquin	June 15, 1936	542	53
San Mateo	June 15, 1936	703	1
Santa Clara	June 15, 1936	777	137
Shasta	June 15, 1936	108	134
Solano	June 15, 1936	161	1
Sonoma	June 15, 1936	412	160
Tulare	June 15, 1936	682	1
Yuba	June 15, 1936	35	25

Seventh Supplemental Indenture

<u>County or City and County</u>	<u>Date of Recordation</u>	<u>Volume of Official Records</u>	<u>Pages At Which Record Commences</u>
Los Angeles	May 1, 1939	16572	206
City and County of San Francisco	May 2, 1939	3450	93
San Mateo	May 2, 1939	840	94
Sonoma	May 2, 1939	477	108
Kern	May 2, 1939	869	12

Eighth Supplemental Indenture

<u>County or City and County</u>	<u>Date of Recordation</u>	<u>Volume of Official Records</u>	<u>Pages At Which Record Commences</u>
Alameda	November 3, 1945	4780	134
Butte	November 2, 1945	380	1
Contra Costa	November 3, 1945	874	1
Fresno	February 21, 1962	4681	226
Glenn	November 2, 1945	191	1
Kern	November 2, 1945	1292	1
Kings	November 1, 1945	342	21
Los Angeles	November 2, 1945	22396	251
Monterey	February 21, 1962	Reel 23	1
City and County of San Francisco	November 2, 1945	4346	103
San Joaquin	November 3, 1945	960	21
San Mateo	November 3, 1945	1231	1
Santa Clara	November 1, 1945	1267	583
Solano	November 3, 1945	344	6
Sonoma	November 3, 1945	665	21
Tulare	November 3, 1945	1141	382
Ventura	November 15, 1983	Doc. No. 130177	
Yuba	November 3, 1945	94	23

Ninth Supplemental Indenture

<u>County or City and County</u>	<u>Date of Recordation</u>	<u>Volume of Official Records</u>	<u>Pages At Which Record Commences</u>
Alameda	August 31, 1951	6525	237
Butte	August 30, 1951	603	1
Contra Costa	August 30, 1951	1814	508
Fresno	February 21, 1962	4681	437
Glenn	August 30, 1951	266	63
Kern	August 29, 1951	1840	373
Kings	August 30, 1951	502	228
Los Angeles	August 29, 1951	37102	345
Monterey	February 21, 1962	Reel 23	207
City and County of San Francisco	August 30, 1951	5773	355
San Joaquin	August 30, 1951	1372	123
San Mateo	August 30, 1951	2150	298
Santa Clara	August 30, 1951	2275	295
Solano	August 31, 1951	592	136
Sonoma	August 31, 1951	1072	420
Tulare	August 30, 1951	1539	528
Ventura	November 15, 1983	Doc. No. 130178	
Yuba	August 31, 1951	155	177



Tenth Supplemental Indenture

<u>County or City and County</u>	<u>Date of Recordation</u>	<u>Volume of Official Records</u>	<u>Pages At Which Record Commences</u>
Alameda	July 10, 1953	7078	451
Butte	July 9, 1953	679	45
Contra Costa	July 9, 1953	2157	453
Fresno	February 21, 1962	4681	540
Glenn	July 9, 1953	297	139
Kern	July 8, 1953	2102	215
Kings	July 9, 1953	561	249
Los Angeles	July 8, 1953	42134	371
Monterey	February 21, 1962	Reel 23	314
City and County of San Francisco	July 9, 1953	6190	21
San Joaquin	July 9, 1953	1540	523
San Mateo	July 10, 1953	2443	248
Santa Clara	July 9, 1953	2680	50
Solano	July 9, 1953	677	4
Sonoma	July 10, 1953	1218	348
Tulare	July 9, 1953	1686	314
Ventura	November 15, 1983	Doc. No. 130179	
Yuba	July 10, 1953	181	1

Eleventh Supplemental Indenture

<u>County or City and County</u>	<u>Date of Recordation</u>	<u>Volume of Official Records</u>	<u>Pages At Which Record Commences</u>
Alameda	August 20, 1954	7404	181
Butte	August 20, 1954	732	496
Contra Costa	August 20, 1954	2368	164
Fresno	February 21, 1962	4681	604
Glenn	August 20, 1954	314	369
Kern	August 20, 1954	2278	74
Kings	August 20, 1954	594	449
Los Angeles	August 19, 1954	45365	64
Monterey	February 21, 1962	Reel 23	377
City and County of San Francisco	August 20, 1954	6435	421
San Joaquin	August 20, 1954	1662	316
San Mateo	August 19, 1954	2636	330
Santa Clara	August 20, 1954	2942	331
Solano	August 19, 1954	728	10
Sonoma	August 20, 1954	1290	234
Tulare	August 20, 1954	1772	388
Ventura	November 15, 1983	Document No. 130180	
Yuba	August 20, 1954	195	490

Twelfth Supplemental Indenture

<u>County or City and County</u>	<u>Date of Recordation</u>	<u>Volume of Official Records</u>	<u>Pages At Which Record Commences</u>
Alameda	October 7, 1955	7806	501
Butte	October 7, 1955	794	9
Contra Costa	October 7, 1955	2625	417
Fresno	February 21, 1962	4681	665
Glenn	October 7, 1955	331	350
Kern	October 6, 1955	2498	171
Kings	October 7, 1955	628	1
Los Angeles	October 6, 1955	49158	316
Monterey	February 21, 1962	Reel 23	439
City and County of San Francisco	October 7, 1955	6711	525
San Joaquin	October 7, 1955	1797	300
San Mateo	October 7, 1955	2890	480
Santa Clara	October 7, 1955	3299	406
Solano	October 7, 1955	792	422
Sonoma	October 7, 1955	1384	2
Tulare	October 7, 1955	1864	548
Ventura	November 15, 1983	Doc. No. 130181	
Yuba	October 7, 1955	213	593

Thirteenth Supplemental Indenture

<u>County or City and County</u>	<u>Date of Recordation</u>	<u>Volume of Official Records</u>	<u>Pages At Which Record Commences</u>
Alameda	December 7, 1956	8226	15
Butte	December 7, 1956	859	117
Contra Costa	December 7, 1956	2894	20
Fresno	February 21, 1962	4681	729
Glenn	December 7, 1956	348	217
Kern	December 6, 1956	2699	390
Kings	December 7, 1956	666	316
Los Angeles	December 6, 1956	53054	61
Monterey	February 21, 1962	Reel 23	503
City and County of San Francisco	December 10, 1956	6970	41
San Joaquin	December 7, 1956	1925	1
San Mateo	December 7, 1956	3140	258
Santa Clara	December 7, 1956	3680	1
Solano	December 7, 1956	860	189
Sonoma	December 7, 1956	1489	28
Tulare	December 7, 1956	1961	551
Ventura	November 15, 1983	Doc. No. 130182	
Yuba	December 7, 1956	233	65

Fourteenth Supplemental Indenture

<u>County or City and County</u>	<u>Date of Recordation</u>	<u>Volume of Official Records</u>	<u>Pages At Which Record Commences</u>
Alameda	March 20, 1964	Reel 1155	Image 2
Butte	March 20, 1964	1303	8
Contra Costa	March 20, 1964	4578	360
Fresno	March 20, 1964	4980	337
Glenn	March 20, 1964	463	1
Kern	March 19, 1964	3706	1
Los Angeles	March 19, 1964	D2401	6
Monterey	March 20, 1964	Reel 299	230
City and County of San Francisco	March 20, 1964	A734	966
San Joaquin	March 20, 1964	2801	126
San Mateo	March 19, 1964	4670	563
Santa Clara	March 20, 1964	6432	567
Solano	March 20, 1964	1259	331
Sonoma	March 19, 1964	2031	757
Tulare	March 20, 1964	2491	437
Ventura	November 15, 1983	Doc. No. 130183	
Yuba	March 20, 1964	389	535

Fifteenth Supplemental Indenture

<u>County or City and County</u>	<u>Date of Recordation</u>	<u>Volume of Official Records</u>	<u>Pages At Which Record Commences</u>
Alameda	November 4, 1965	1635	610
Butte	November 4, 1965	1398	67
Contra Costa	November 4, 1965	4987	469
Fresno	November 4, 1965	5236	699
Glenn	November 4, 1965	483	194
Kern	November 3, 1965	3889	476
Los Angeles	November 3, 1965	D3104	7
Monterey	November 4, 1965	432	526
City and County of San Francisco	November 4, 1965	A983	431
San Joaquin	November 4, 1965	2996	13
San Mateo	November 4, 1965	5056	588
Santa Clara	November 4, 1965	7166	234
Solano	November 3, 1965	1366	547
Sonoma	November 3, 1965	2167	261
Tulare	November 4, 1965	2619	12
Ventura	November 15, 1983	Doc. No. 130184	
Yuba	November 4, 1965	422	562

Sixteenth Supplemental Indenture

<u>County or City and County</u>	<u>Date of Recordation</u>	<u>Volume of Official Records</u>	<u>Pages At Which Record Commences</u>
Alameda	December 2, 1966	1881	788
Butte	December 2, 1966	1452	13
Contra Costa	December 2, 1966	5256	298
Fresno	December 2, 1966	5383	432
Glenn	December 2, 1966	495	555
Kern	December 1, 1966	3999	845
Los Angeles	December 1, 1966	D3496	236
Monterey	December 2, 1966	485	472
City and County of San Francisco	December 2, 1966	B101	10
San Joaquin	December 2, 1966	3090	511
San Mateo	December 2, 1966	5244	411
Santa Clara	December 2, 1966	7579	440
Solano	December 1, 1966	1429	482
Sonoma	December 1, 1966	2243	434
Tulare	December 2, 1966	2686	249
Ventura	November 15, 1983	Doc. No. 130185	
Yuba	December 2, 1966	443	434

Seventeenth Supplemental Indenture

<u>County or City and County</u>	<u>Date of Recordation</u>	<u>Volume of Official Records</u>	<u>Pages At Which Record Commences</u>
Alameda	April 2, 1968	2154	273
Butte	April 2, 1968	1511	632
Contra Costa	April 2, 1968	5593	177
Fresno	April 3, 1968	5554	654
Glenn	April 2, 1968	507	326
Kern	April 3, 1968	4147	264
Los Angeles	April 2, 1968	D3959	10
Monterey	April 2, 1968	551	580
City and County of San Francisco	April 2, 1968	B230	362
San Joaquin	April 2, 1968	3199	132
San Mateo	April 2, 1968	5453	1
Santa Clara	April 2, 19688076	99	
Solano	April 1, 1968	1501	35
Sonoma	April 3, 1968	2323	446
Tulare	April 3, 1968	2773	415
Ventura	November 15, 1983	Doc. No. 130186	
Yuba	April 2, 1968	465	122

Eighteenth Supplemental Indenture

<u>County or City and County</u>	<u>Date of Recordation</u>	<u>Volume of Official Records</u>	<u>Pages At Which Record Commences</u>
Alameda	April 3, 1970	2592	708
Butte	April 6, 1970	1608	505
Contra Costa	April 3, 1970	6099	58
Fresno	April 3, 1970	5775	371
Glenn	April 6, 1970	524	168
Kern	April 3, 1970	4384	72
Los Angeles	April 6, 1970	D4677	518
Monterey	April 6, 1970	645	921
City and County of San Francisco	April 6, 1970	B414	258
San Joaquin	April 3, 1970	3381	569
San Mateo	April 3, 1970	5766	1
Santa Clara	April 3, 1970	8878	585
Solano	April 3, 1970	1618	477
Sonoma	April 3, 1970	2453	531
Tulare	April 3, 1970	2889	894
Ventura	November 15, 1983	Doc. No. 130187	
Yuba	April 6, 1970	497	84

Nineteenth Supplemental Indenture

<u>County or City and County</u>	<u>Date of Recordation</u>	<u>Volume of Official Records</u>	<u>Pages At Which Record Commences</u>
Alameda	June 10, 1970	2632	835
Butte	June 11, 1970	1618	2
Contra Costa	June 10, 1970	6146	1
Fresno	June 10, 1970	5793	233
Glenn	June 11, 1970	526	170
Kern	June 9, 1970	4405	724
Los Angeles	June 10, 1970	D4736	731
Monterey	June 10, 1970	653	890
City and County of San Francisco	June 11, 1970	B430	928
San Joaquin	June 10, 1970	3402	124
San Mateo	June 10, 1970	5792	57
Santa Clara	June 11, 1970	8949	586
Solano	June 10, 1970	1629	158
Sonoma	June 10, 1970	2465	923
Tulare	June 10, 1970	2898	231
Ventura	November 15, 1983	Doc. No. 130188	
Yuba	June 11, 1970	500	77

Twentieth Supplemental Indenture

<u>County or City and County</u>	<u>Date of Recordation</u>	<u>Volume of Official Records</u>	<u>Pages At Which Record Commences</u>
Alameda	April 2, 1971	2820	92
Butte	April 2, 1971	1667	102
Contra Costa	April 2, 1971	6351	138
Fresno	April 2, 1971	5880	820
Glenn	April 2, 1971	533	530
Kern	April 1, 1971	4509	30
Los Angeles	April 1, 1971	D5014	368
Monterey	April 2, 1971	695	719
City and County of San Francisco	April 5, 1971	B507	812
San Joaquin	April 5, 1971	3509	305
San Mateo	April 2, 1971	5919	363
Santa Clara	April 2, 1971	9278	182
Solano	April 5, 1971	1677	384
Sonoma	April 2, 1971	2524	671
Tulare	April 2, 1971	2959	373
Ventura	November 15, 1983	Doc. No. 130189	
Yuba	April 2, 1971	513	81

Twenty-first Supplemental Indenture

<u>County or City and County</u>	<u>Date of Recordation</u>	<u>Volume of Official Records</u>	<u>Pages At Which Record Commences</u>
Alameda	December 14, 1972	3298	449
Butte	December 14, 1972	1805	96
Contra Costa	December 14, 1972	6821	129
Fresno	December 14, 1972	6104	2
Glenn	December 14, 1972	554	371
Kern	December 15, 1972	4757	356
Los Angeles	December 14, 1972	D5698	815
Monterey	December 14, 1972	815	838
City and County of San Francisco	December 14, 1972	B708	675
San Joaquin	December 14, 1972	3718	161
San Mateo	December 14, 1972	6289	367
Santa Clara	December 14, 1972	0154	435
Solano	December 15, 1972	1795	147
Sonoma	December 14, 1972	2719	547
Tulare	December 14, 1972	3075	674
Ventura	November 15, 1983	Doc. No. 130190	
Yuba	December 14, 1972	546	360

Twenty-second Supplemental Indenture

<u>County or City and County</u>	<u>Date of Recordation</u>	<u>Volume of Official Records</u>	<u>Pages At Which Record Commences</u>
Alameda	December 27, 1972	3306	930
Butte	December 27, 1972	1807	385
Contra Costa	December 27, 1972	6829	150
Fresno	December 27, 1972	6108	355
Glenn	December 27, 1972	555	69
Kern	December 29, 1972	4762	140
Los Angeles	December 27, 1972	D5710	690
Monterey	December 27, 1972	818	40
City and County of San Francisco	December 27, 1972	B712	707
San Joaquin	December 27, 1972	3721	317
San Mateo	December 27, 1972	6296	114
Santa Clara	December 27, 1972	0171	29
Solano	December 29, 1972	1797	530
Sonoma	December 27, 1972	2722	782
Tulare	December 27, 1972	3078	118
Ventura	November 15, 1983	Doc. No. 130191	
Yuba	December 27, 1972	547	158

Twenty-third Supplemental Indenture

<u>County or City and County</u>	<u>Date of Recordation</u>	<u>Volume of Official Records</u>	<u>Pages At Which Record Commences</u>
Alameda	December 27, 1972	3307	1
Butte	December 27, 1972	1807	433
Contra Costa	December 27, 1972	6829	197
Fresno	December 27, 1972	6108	307
Glenn	December 27, 1972	555	116
Kern	December 27, 1972	4762	187
Los Angeles	December 27, 1972	D5710	737
Monterey	December 27, 1972	818	87
City and County of San Francisco	December 27, 1972	B712	733
San Joaquin	December 27, 1972	3721	269
San Mateo	December 27, 1972	6296	161
Santa Clara	December 27, 1972	0171	76
Solano	December 27, 1972	1797	577
Sonoma	December 27, 1972	2722	830
Tulare	December 27, 1972	3078	165
Ventura	November 15, 1983	Doc. No. 130192	
Yuba	December 27, 1972	547	205

Twenty-fourth Supplemental Indenture

<u>County or City and County</u>	<u>Date of Recordation</u>	<u>Volume of Official Records</u>	<u>Pages At Which Record Commences</u>
Alameda	March 22, 1974	3635	156
Butte	March 22, 1974	1896	665
Contra Costa	March 22, 1974	7183	54
Fresno	March 22, 1974	6279	513
Glenn	March 22, 1974	570	163
Kern	March 22, 1974	4832	519
Los Angeles	March 22, 1974	D6209	133
Monterey	March 22, 1974	902	1
City and County of San Francisco	March 22, 1974	B866	907
San Joaquin	March 22, 1974	3856	1
San Mateo	March 22, 1974	6574	611
Santa Clara	March 22, 1974	815	125
Solano	March 22, 1974	1974	11482
Sonoma	March 22, 1974	2847	542
Tulare	March 22, 1974	3166	315
Ventura	November 15, 1983	Doc. No. 130193	
Yuba	March 22, 1974	571	423

Twenty-fifth Supplemental Indenture

<u>County or City and County</u>	<u>Date of Recordation</u>	<u>Volume of Official Records</u>	<u>Pages At Which Record Commences</u>
Alameda	June 20, 1975	4007	676
Butte	June 20, 1975	1995	455
Contra Costa	June 20, 1975	7543	54
Fresno	June 20, 1975	6447	21
Glenn	June 20, 1975	587	128
Kern	June 20, 1975	4901	154
Los Angeles	June 20, 1975	D6698	184
Monterey	June 20, 1975	985	335
City and County of San Francisco	June 20, 1975	C30	188
San Joaquin	June 20, 1975	3996	258
San Mateo	June 20, 1975	6872	1
Santa Clara	June 20, 1975	B474	219
Solano	June 20, 1975	1975	25377
Sonoma	June 20, 1975	2970	761
Tulare	June 20, 1975	3249	11
Ventura	November 15, 1983	Doc. No. 130195	
Yuba	June 20, 1975	595	695

Twenty-sixth Supplemental Indenture

<u>County or City and County</u>	<u>Date of Recordation</u>	<u>Volume of Official Records</u>	<u>Pages At Which Record Commences</u>
Alameda	June 10, 1976	4397	342
Butte	June 10, 1976	2077	441
Contra Costa	June 10, 1976	7896	746
Fresno	June 11, 1976	6608	364
Glenn	June 10, 1976	600	137
Kern	June 11, 1976	4960	1166
Los Angeles	June 10, 1976	10257	734
Monterey	June 10, 1976	1060	798
City and County of San Francisco	June 10, 1976	C184	1
San Joaquin	June 10, 1976	4136	42
San Mateo	June 10, 1976	7151	667
Santa Clara	June 10, 1976	C073	688
Solano	June 10, 1976	1976	31463
Sonoma	June 10, 1976	3089	913
Tulare	June 10, 1976	3326	626
Ventura	November 15, 1983	Doc. No. 130195	
Yuba	June 10, 1976	616	512

Twenty-seventh Supplemental Indenture

<u>County or City and County</u>	<u>Date of Recordation</u>	<u>Volume of Official Records</u>	<u>Pages At Which Record Commences</u>
Alameda	March 24, 1978	5312	57
Butte	March 24, 1978	2268	279
Fresno	March 27, 1978	6997	25
Glenn	March 24, 1978	626	594
Kern	March 24, 1978	5098	1124
Los Angeles	March 24, 1978	Doc. No. 78-310554	
Monterey	March 24, 1978	1227	755
City and County of San Francisco	March 24, 1978	C538	664
San Joaquin	March 27, 1978	4377	286
San Mateo	March 24, 1978	7728	715
Santa Clara	March 24, 1978	D549	102
Solano	March 24, 1978	21803	73
Sonoma	March 24, 1978	3371	634
Tulare	March 27, 1978	3315	618
Ventura	November 15, 1983	Doc. No. 130196	
Yuba	March 24, 1978	662	589



Twenty-eighth Supplemental Indenture

<u>County or City and County</u>	<u>Date of Recordation</u>	<u>Volume of Official Records</u>	<u>Pages At Which Record Commences</u>
Alameda	August 28, 1978	5551	62
Butte	August 28, 1978	2318	170
Fresno	August 28, 1978	7107	2
Glenn	August 28, 1978	633	666
Kern	August 28, 1978	5135	674
Los Angeles	August 28, 1978	Doc. No. 78-951209	
Monterey	August 28, 1978	1270	1030
City and County of San Francisco	August 28, 1978	C631	740
San Joaquin	August 28, 1978	4442	141
San Mateo	August 28, 1978	7774	1709
Santa Clara	August 28, 1978	D914	715
Solano	August 28, 1978	71420	
Sonoma	August 28, 1978	3445	337
Tulare	August 28, 1978	3566	14
Ventura	November 15, 1983	Doc. No. 130197	
Yuba	August 28, 1978	675	331

Twenty-ninth Supplemental Indenture

<u>County or City and County</u>	<u>Date of Recordation</u>	<u>Volume of Official Records</u>	<u>Pages At Which Record Commences</u>
Alameda	March 28, 1980	80-055698	
Butte	March 28, 1980	2500	503
Fresno	March 31, 1980	7494	230
Glenn	March 31, 1980	663	509
Kern	March 28, 1980	5275	818
Los Angeles	March 31, 1980	Doc. No. 80-318971	
Monterey	March 31, 1980	1399	636
City and County of San Francisco	March 28, 1980	C970	327
San Joaquin	March 31, 1980	80020795	
San Mateo	March 28, 1980	7948	1952
Santa Clara	March 28, 1980	F233	366
Solano	March 28, 1980	23159	
Sonoma	March 28, 1980	80-18782	
Tulare	March 31, 1980	3753	500
Ventura	November 15, 1983	Doc. No. 130198	
Yuba	March 28, 1980	722	625

Thirtieth Supplemental Indenture

<u>County or City and County</u>	<u>Date of Recordation</u>	<u>Book and Page Document No.</u>	<u>(Reel Image)</u>
Alameda	January 2, 1981	81-000002	
Butte	January 2, 1981	81-113	2583-250
Fresno	January 2, 1981	401	7651-362
Glenn	January 2, 1981	0023	678-226
Kern	January 5, 1981	000286	5342-1512
Los Angeles	January 2, 1981	81-2293	
Monterey	January 2, 1981	G00066	1456-551
City and County of San Francisco	December 31, 1980	D044298	D127-551
San Joaquin	January 2, 1981	81000191	
San Mateo	January 2, 1981	0507AS	
Santa Clara	January 2, 1981	6941984	F825-269
Solano	January 2, 1981	60 Pg. 90-156	
Sonoma	January 2, 1981	81-000131	
Tulare	January 2, 1981	189	3828-412
Ventura	November 15, 1983	130199	
Yuba	January 2, 1981	7644	743-99

Thirty-first Supplemental Indenture

<u>County or City and County</u>	<u>Date of Recordation</u>	<u>Book and Page Document No.</u>	<u>(Reel Image)</u>
Alameda	May 4, 1982	82-064230	
Butte	May 4, 1982	82-12318	2715-529
Fresno	May 3, 1982	37212	7901-572
Glenn	May 4, 1982	1908	704-299
Kern	May 3, 1982	40614	5456-1478
Los Angeles	May 3, 1982	82-445736	
Monterey	May 3, 1982	G17137	1549-234
City and County of San Francisco	May 3, 1982	D198127	D392-276
San Joaquin	May 4, 1982	82022803	
San Mateo	May 3, 1982	82035410	
Santa Clara	May 3, 1982	7353398	
Solano	May 3, 1982	15522	Pg. 26792
Sonoma	May 3, 1982	82-23083	
Tulare	May 3, 1982	19242	3961-163
Ventura	November 15, 1983	130200	
Yuba	May 3, 1982	10984	775-263

Thirty-second Supplemental Indenture

<u>County or City and County</u>	<u>Date of Recordation</u>	<u>Book and Page Document No.</u>	<u>(Reel Image)</u>
Alameda	October 13, 1983	83-191597	
Butte	October 13, 1983	83-34081	2874-684
Fresno	October 13, 1983	83095135	
Glenn	October 13, 1983	4435	733-446
Kern	October 13, 1983	041161	5597-658
Los Angeles	October 13, 1983	83-1208172	
Monterey	October 13, 1983	G46236	1674-1194
City and County of San Francisco	October 13, 1983	D408975	
San Joaquin	October 13, 1983	83074718	
San Mateo	October 13, 1983	83112077	
Santa Clara	October 13, 1983	780561	H980-717
Solano	October 13, 1983	45171	Pg 85369
Sonoma	October 13, 1983	83069362	
Tulare	October 13, 1983	51515	4120-726
Ventura	October 13, 1983	117059	
Ventura re-recorded	November 15, 1983	130202	
Yuba	October 13, 1983	3764	810-614

Thirty-third Supplemental Indenture

<u>County or City and County</u>	<u>Date of Recordation</u>	<u>Book and Page Document No.</u>	<u>(Reel Image)</u>
Alameda	September 13, 1988	88-232083	
Butte	September 13, 1988	88-031123	
Fresno	September 13, 1988	88101543	
Glenn	September 13, 1988	88-4023	
Kern	September 13, 1988	31355	6162-1754
Los Angeles	September 13, 1988	88-1464893	
Monterey	September 13, 1988	47561	2273-660
City and County of San Francisco	September 13, 1988	E243818	
San Joaquin	September 13, 1988	88077190	
San Mateo	September 13, 1988	88120443	
Santa Clara	September 13, 1988	9833944	
Solano	September 13, 1988	54422	1988-117737
Sonoma	September 13, 1988	88-77182	
Tulare	September 13, 1988	58120	4745-662
Ventura	September 13, 1988	88-133327	
Yuba	September 13, 1988	2818	

Thirty-fourth Supplemental Indenture

<u>County or City and County</u>	<u>Date of Recordation</u>	<u>Book and Page Document No.</u>	<u>(Reel Image)</u>
Alameda	December 20, 1990	90-332019	
Butte	December 20, 1990	90-054231	
Fresno	December 20, 1990	90155101	
Glenn	December 21, 1990	90-6395	
Kern	December 20, 1990	85807	6468-709
Los Angeles	December 20, 1990	90-2094360	
Monterey	December 20, 1990	73725	2589-678
City and County of San Francisco	December 20, 1990	E836831	F276-480
San Joaquin	December 20, 1990	90122496	
San Mateo	December 20, 1990	90165083	
Santa Clara	December 21, 1990	10758142	
Solano	December 20, 1990	99015	1990
Sonoma	December 20, 1990	90-122784	
Tulare	December 20, 1990	83069	
Ventura	December 20, 1990	90-187399	
Yuba	December 20, 1990	90-14553	

Thirty-fifth Supplemental Indenture

<u>County or City and County</u>	<u>Date of Recordation</u>	<u>Book and Page Document No.</u>	<u>(Reel Image)</u>
Alameda	November 3, 1992	92-358477	
Butte	November 3, 1992	92-050443	
Fresno	November 3, 1992	92167544	
Glenn	November 3, 1992	92-5920	
Kern	November 3, 1992	167635	6757-1488
Los Angeles	November 3, 1992	92-2022769	
Monterey	November 3, 1992	78604	2867-956
City and County of San Francisco	November 3, 1992	F237077	
San Joaquin	November 2, 1992	92127961	
San Mateo	November 3, 1992	92180648	
Santa Clara	November 3, 1992	11617179	
Solano	November 3, 1992	101527	
Sonoma	November 3, 1992	1992-137370	
Tulare	November 3, 1992	92-081425	
Ventura	November 3, 1992	92-198950	
Yuba	November 3, 1992	92-13796	

Thirty-sixth Supplemental Indenture

<u>County or City and County</u>	<u>Date of Recordation</u>	<u>Book and Page Document No.</u>	<u>(Reel Image)</u>
Alameda	June 9, 1993	93-202253	
Butte	June 9, 1993	93-023408	
Fresno	June 9, 1993	93086809	
Glenn	June 10, 1993	93-2925	
Kern	June 9, 1993	82236	6859-1043
Los Angeles	June 9, 1993	93-1098735	
Monterey	June 9, 1993	38484	
City and County of San Francisco	June 9, 1993	F371252	F896-0727
San Joaquin	June 9, 1993	93067318	
San Mateo	June 9, 1993	93094357	
Santa Clara	June 9, 1993	11944269	
Solano	June 9, 1993	93-51895	
Sonoma	June 9, 1993	93-71358	
Tulare	June 9, 1993	93-040396	
Ventura	June 9, 1993	93-104242	
Yuba	June 9, 1993	93-06640	

Thirty-seventh Supplemental Indenture

<u>County or City and County</u>	<u>Date of Recordation</u>	<u>Book and Page Document No.</u>	<u>(Reel Image)</u>
Alameda	September 28, 1993	93342967	
Butte	September 28, 1993	93-041800	
Fresno	September 28, 1993	93148269	
Glenn	September 28, 1993	93-5140	
Kern	September 28, 1993	140436	6915-188
Los Angeles	September 28, 1993	93-1891500	
Monterey	September 28, 1993	66464	
City and County of San Francisco	September 28, 1993	F456929	F973-511
San Joaquin	September 28, 1993	93111959	
San Mateo	September 28, 1993	93164391	
Santa Clara	September 28, 1993	12128051	
Solano	September 28, 1993	93-88880	1993
Sonoma	September 28, 1993	93-121864	
Tulare	September 28, 1993	93-069108A	
Ventura	September 28, 1993	93-181168	
Yuba	September 28, 1993	93-11284	

Thirty-eighth Supplemental Indenture

<u>County or City and County</u>	<u>Date of Recordation</u>	<u>Book and Page Document No.</u>	<u>(Reel Image)</u>
Alameda	November 2, 1993	93390873	
Butte	November 2, 1993	93-048806	
Fresno	November 2, 1993	93170561	
Glenn	November 2, 1993	93-5825	
Kern	November 2, 1993	162046	6935-2210
Lake	March 19, 2009	2009004258	
Los Angeles	November 2, 1993	93-2143052	
Monterey	November 2, 1993	77734	
City and County of San Francisco	November 2, 1993	F477371	F997-0471
San Joaquin	November 2, 1993	93129084	
San Mateo	November 2, 1993	93188734	
Santa Clara	November 2, 1993	12188841	
Solano	November 2, 1993	1993-104293	1993
Sonoma	November 2, 1993	93-140937	
Tulare	November 2, 1993	93-078948A	
Ventura	November 2, 1993	92-208807	
Yuba	November 2, 1993	93-12958	

Memorandum of Indenture referencing the First through Thirty-eighth Supplemental Indentures

<u>County or City and County</u>	<u>Date of Recordation</u>	<u>Book and Page Document No.</u>	<u>(Reel Image)</u>
Marin	March 30, 2009	2009-0015722	

Thirty-ninth Supplemental Indenture

<u>County or City and County</u>	<u>Date of Recordation</u>	<u>Book and Page Document No.</u>
Alameda	April 22, 2009	2009119008
Butte	April 21, 2009	2009-0013432
Fresno	April 20, 2009	2009-0052637
Glenn	April 21, 2009	2009-1905
Kern	April 20, 2009	0209055645
Lake	April 20, 2009	2009006046
Los Angeles	April 20, 2009	20090566180
Marin	April 22, 2009	2009-0020894
Monterey	April 20, 2009	2009023402
San Joaquin	April 20, 2009	2009-058460
San Mateo	April 20, 2009	2009-046297
Santa Clara	April 20, 2009	20217134
Solano	April 20, 2009	200900029003
Sonoma	April 20, 2009	2009035713
Tulare	April 20, 2009	2009-0023090
Ventura	April 20, 2009	20090420-00061689-0
Yuba	April 20, 2009	2009R-005256

Fortieth Supplemental Indenture

<u>County or City and County</u>	<u>Date of Recordation</u>	<u>Book and Page Document No.</u>
Alameda	April 22, 2009	2009119009
Butte	April 21, 2009	2009-0013433
Fresno	April 20, 2009	2009-0052638
Glenn	April 21, 2009	2009-1906
Kern	April 20, 2009	0209055646
Lake	April 20, 2009	2009006047
Los Angeles	April 20, 2009	20090566181
Marin	April 22, 2009	2009-0020895
Monterey	April 20, 2009	2009023403
San Joaquin	April 20, 2009	2009-058461
San Mateo	April 20, 2009	2009-046298
Santa Clara	April 20, 2009	20217135
Solano	April 20, 2009	200900029004
Sonoma	April 20, 2009	2009035714
Tulare	April 20, 2009	2009-0023091
Ventura	April 20, 2009	20090420-00061690-0
Yuba	April 20, 2009	2009R-005257

Forty-first Supplemental Indenture

<u>County or City and County</u>	<u>Date of Recordation</u>	<u>Book and Page Document No.</u>
Alameda	April 22, 2009	2009119010
Butte	April 21, 2009	2009-0013434
Fresno	April 20, 2009	2009-0052639
Glenn	April 21, 2009	2009-1907
Kern	April 20, 2009	0209055647
Lake	April 20, 2009	2009006048
Los Angeles	April 20, 2009	20090566182
Marin	April 22, 2009	2009-0020896
Monterey	April 20, 2009	2009023404
San Joaquin	April 20, 2009	2009-058462
San Mateo	April 20, 2009	2009-046299
Santa Clara	April 20, 2009	20217136
Solano	April 20, 2009	200900029005
Sonoma	April 20, 2009	2009035715
Tulare	April 20, 2009	2009-0023092
Ventura	April 20, 2009	20090420-00061691-0
Yuba	April 20, 2009	2009R-005258

Forty-second Supplemental Indenture

<u>County or City and County</u>	<u>Date of Recordation</u>	<u>Book and Page Document No.</u>
Alameda	April 22, 2009	2009119011
Butte	April 21, 2009	2009-0013435
Fresno	April 20, 2009	2009-0052640
Glenn	April 21, 2009	2009-1908
Kern	April 20, 2009	0209055648
Lake	April 20, 2009	2009006049
Los Angeles	April 20, 2009	20090566183
Marin	April 22, 2009	2009-0020897
Monterey	April 20, 2009	2009023405
San Joaquin	April 20, 2009	2009-058463
San Mateo	April 20, 2009	2009-046300
Santa Clara	April 20, 2009	20217137
Solano	April 20, 2009	200900029006
Sonoma	April 20, 2009	2009035716
Tulare	April 20, 2009	2009-0023093
Ventura	April 20, 2009	20090420-00061692-0
Yuba	April 20, 2009	2009R-005259

Forty-third Supplemental Indenture

<u>County or City and County</u>	<u>Date of Recordation</u>	<u>Book and Page Document No.</u>
Alameda	April 22, 2009	2009119012
Butte	April 21, 2009	2009-0013436
Fresno	April 20, 2009	2009-0052641
Glenn	April 21, 2009	2009-1909
Kern	April 20, 2009	0209055649
Lake	April 20, 2009	2009006050
Los Angeles	April 20, 2009	20090566184
Marin	April 22, 2009	2009-0020898
Monterey	April 20, 2009	2009023406
San Joaquin	April 20, 2009	2009-058464
San Mateo	April 20, 2009	2009-046301
Santa Clara	April 20, 2009	20217138
Solano	April 20, 2009	200900029007
Sonoma	April 20, 2009	2009035717
Tulare	April 20, 2009	2009-0023094
Ventura	April 20, 2009	20090420-00061693-0
Yuba	April 20, 2009	2009R-005260

Forty-fourth Supplemental Indenture

<u>County or City and County</u>	<u>Date of Recordation</u>	<u>Book and Page Document No.</u>
Alameda	April 22, 2009	2009119013
Butte	April 21, 2009	2009-0013437
Fresno	April 20, 2009	2009-0052642
Glenn	April 21, 2009	2009-1910
Kern	April 20, 2009	0209055650
Lake	April 20, 2009	2009006051
Los Angeles	April 20, 2009	20090566185
Marin	April 22, 2009	2009-0020899
Monterey	April 20, 2009	2009023407
San Joaquin	April 20, 2009	2009-058465
San Mateo	April 20, 2009	2009-046302
Santa Clara	April 20, 2009	20217139
Solano	April 20, 2009	200900029030
Sonoma	April 20, 2009	2009035718
Tulare	April 20, 2009	2009-0023095
Ventura	April 20, 2009	20090420-00061694-0
Yuba	April 20, 2009	2009R-005261

Forty-fifth Supplemental Indenture

<u>County or City and County</u>	<u>Date of Recordation</u>	<u>Book and Page Document No.</u>
Alameda	April 22, 2009	2009119014
Butte	April 21, 2009	2009-0013438
Fresno	April 20, 2009	2009-0052643
Glenn	April 21, 2009	2009-1911
Kern	April 20, 2009	0209055651
Lake	April 20, 2009	2009006052
Los Angeles	April 20, 2009	20090566186
Marin	April 22, 2009	2009-0020900
Monterey	April 20, 2009	2009023408
San Joaquin	April 20, 2009	2009-058466
San Mateo	April 20, 2009	2009-046303
Santa Clara	April 20, 2009	20217140
Solano	April 20, 2009	200900029031
Sonoma	April 20, 2009	2009035719
Tulare	April 20, 2009	2009-0023096
Ventura	April 20, 2009	20090420-00061695-0
Yuba	April 20, 2009	2009R-005262

Forty-sixth Supplemental Indenture

<u>County or City and County</u>	<u>Date of Recordation</u>	<u>Book and Page Document No.</u>
Alameda	April 22, 2009	2009119015
Butte	April 21, 2009	2009-0013439
Fresno	April 20, 2009	2009-0052644
Glenn	April 21, 2009	2009-1912
Kern	April 20, 2009	0209055652
Lake	April 20, 2009	2009006053
Los Angeles	April 20, 2009	20090566187
Marin	April 22, 2009	2009-0020901
Monterey	April 20, 2009	2009023409
San Joaquin	April 20, 2009	2009-058467
San Mateo	April 20, 2009	2009-046304
Santa Clara	April 20, 2009	20217141
Solano	April 20, 2009	200900029032
Sonoma	April 20, 2009	2009035720
Tulare	April 20, 2009	2009-0023097
Ventura	April 20, 2009	20090420-00061700-0
Yuba	April 20, 2009	2009R-005263



Forty-seventh Supplemental Indenture

<u>County or City and County</u>	<u>Date of Recordation</u>	<u>Book and Page Document No.</u>
Alameda	April 22, 2009	2009119016
Butte	April 21, 2009	2009-0013440
Fresno	April 20, 2009	2009-0052645
Glenn	April 21, 2009	2009-1913
Kern	April 20, 2009	0209055653
Lake	April 20, 2009	2009006054
Los Angeles	April 20, 2009	20090566188
Marin	April 22, 2009	2009-0020902
Monterey	April 20, 2009	2009023410
San Joaquin	April 20, 2009	2009-058468
San Mateo	April 20, 2009	2009-046305
Santa Clara	April 20, 2009	20217142
Solano	April 20, 2009	200900029033
Sonoma	April 20, 2009	2009035721
Tulare	April 20, 2009	2009-0023098
Ventura	April 20, 2009	20090420-00061699-0
Yuba	April 20, 2009	2009R-005264

Forty-eighth Supplemental Indenture

<u>County or City and County</u>	<u>Date of Recordation</u>	<u>Book and Page Document No.</u>
Alameda	April 22, 2009	2009119017
Butte	April 21, 2009	2009-0013441
Fresno	April 20, 2009	2009-0052646
Glenn	April 21, 2009	2009-1914
Kern	April 20, 2009	0209055654
Lake	April 20, 2009	2009006055
Los Angeles	April 20, 2009	20090566189
Marin	April 22, 2009	2009-0020903
Monterey	April 20, 2009	2009023411
San Joaquin	April 20, 2009	2009-058469
San Mateo	April 20, 2009	2009-046306
Santa Clara	April 20, 2009	20217143
Solano	April 20, 2009	200900029034
Sonoma	April 20, 2009	2009035722
Tulare	April 20, 2009	2009-0023099
Ventura	April 20, 2009	20090420-00061698-0
Yuba	April 20, 2009	2009R-005265

Forty-ninth Supplemental Indenture

<u>County or City and County</u>	<u>Date of Recordation</u>	<u>Book and Page Document No.</u>
Alameda	April 22, 2009	2009119018
Butte	April 21, 2009	2009-0013442
Fresno	April 20, 2009	2009-0052647
Glenn	April 21, 2009	2009-1915
Kern	April 20, 2009	0209055655
Lake	April 20, 2009	2009006056
Los Angeles	April 20, 2009	20090566190
Marin	April 22, 2009	2009-0020904
Monterey	April 20, 2009	2009023412
San Joaquin	April 20, 2009	2009-058470
San Mateo	April 20, 2009	2009-046307
Santa Clara	April 20, 2009	20217144
Solano	April 20, 2009	200900029041
Sonoma	April 20, 2009	2009035723
Tulare	April 20, 2009	2009-0023100
Ventura	April 20, 2009	20090420-00061697-0
Yuba	April 20, 2009	2009R-005266

Fiftieth Supplemental Indenture

<u>County or City and County</u>	<u>Date of Recordation</u>	<u>Book and Page Document No.</u>
Alameda	April 22, 2009	2009119019
Butte	April 21, 2009	2009-0013443
Fresno	April 20, 2009	2009-0052648
Glenn	April 21, 2009	2009-1916
Kern	April 20, 2009	0209055656
Lake	April 20, 2009	2009006057
Los Angeles	April 20, 2009	20090566191
Marin	April 22, 2009	2009-0020905
Monterey	April 20, 2009	2009023413
San Joaquin	April 20, 2009	2009-058471
San Mateo	April 20, 2009	2009-046308
Santa Clara	April 20, 2009	20217145
Solano	April 20, 2009	200900029042
Sonoma	April 20, 2009	2009035724
Tulare	April 20, 2009	2009-0023101
Ventura	April 20, 2009	20090420-00061696-0
Yuba	April 20, 2009	2009R-005267

Fifty-first Supplemental Indenture

<u>County or City and County</u>	<u>Date of Recordation</u>	<u>Book and Page Document No.</u>
Alameda	April 22, 2009	2009119020
Butte	April 21, 2009	2009-0013444
Fresno	April 20, 2009	2009-0052649
Glenn	April 21, 2009	2009-1917
Kern	April 20, 2009	0209055657
Lake	April 20, 2009	2009006058
Los Angeles	April 20, 2009	20090566192
Marin	April 22, 2009	2009-0020906
Monterey	April 20, 2009	2009023414
San Joaquin	April 20, 2009	2009-058472
San Mateo	April 20, 2009	2009-046309
Santa Clara	April 20, 2009	20217146
Solano	April 20, 2009	200900029043
Sonoma	April 20, 2009	2009035725
Tulare	April 20, 2009	2009-0023102
Ventura	April 20, 2009	20090420-00061707-0
Yuba	April 20, 2009	2009R-005268

Fifty-second Supplemental Indenture

<b>County or City and County</b>	<b>Date of Recordation</b>	<b>Book and Page Document No.</b>
Alameda	April 22, 2009	2009119021
Butte	April 21, 2009	2009-0013445
Fresno	April 20, 2009	2009-0052650
Glenn	April 21, 2009	2009-1918
Kern	April 20, 2009	0209055658
Lake	April 20, 2009	2009006059
Los Angeles	April 20, 2009	20090566193
Marin	April 22, 2009	2009-0020907
Monterey	April 20, 2009	2009023415
San Joaquin	April 20, 2009	2009-058473
San Mateo	April 20, 2009	2009-046310
Santa Clara	April 20, 2009	20217147
Solano	April 20, 2009	200900029044
Sonoma	April 20, 2009	2009035726
Tulare	April 20, 2009	2009-0023103
Ventura	April 20, 2009	20090420-00061706-0
Yuba	April 20, 2009	2009R-005269

Fifty-third Supplemental Indenture

<b>County or City and County</b>	<b>Date of Recordation</b>	<b>Book and Page Document No.</b>
Alameda	April 22, 2009	2009119022
Butte	April 21, 2009	2009-0013446
Fresno	April 20, 2009	2009-0052651
Glenn	April 21, 2009	2009-1919
Kern	April 20, 2009	0209055659
Lake	April 20, 2009	2009006060
Los Angeles	April 20, 2009	20090566194
Marin	April 22, 2009	2009-0020908
Monterey	April 20, 2009	2009023416
San Joaquin	April 20, 2009	2009-058474
San Mateo	April 20, 2009	2009-046311
Santa Clara	April 20, 2009	20217148
Solano	April 20, 2009	200900029045
Sonoma	April 20, 2009	2009035727
Tulare	April 20, 2009	2009-0023104
Ventura	April 20, 2009	20090420-00061705-0
Yuba	April 20, 2009	2009R-005270

Fifty-fourth Supplemental Indenture

<u>County or City and County</u>	<u>Date of Recordation</u>	<u>Book and Page Document No.</u>
Alameda	April 22, 2009	2009119023
Butte	April 21, 2009	2009-0013447
Fresno	April 20, 2009	2009-0052652
Glenn	April 21, 2009	2009-1920
Kern	April 20, 2009	0209055660
Lake	April 20, 2009	2009006061
Los Angeles	April 20, 2009	20090566195
Marin	April 22, 2009	2009-0020909
Monterey	April 20, 2009	2009023417
San Joaquin	April 20, 2009	2009-058475
San Mateo	April 20, 2009	2009-046312
Santa Clara	April 20, 2009	20217149
Solano	April 20, 2009	200900029061
Sonoma	April 20, 2009	2009035728
Tulare	April 20, 2009	2009-0023105
Ventura	April 20, 2009	20090420-00061704-0
Yuba	April 20, 2009	2009R-005271

Fifty-fifth Supplemental Indenture

<u>County or City and County</u>	<u>Date of Recordation</u>	<u>Book and Page Document No.</u>
Alameda	April 22, 2009	2009119024
Butte	April 21, 2009	2009-0013448
Fresno	April 20, 2009	2009-0052653
Glenn	April 21, 2009	2009-1921
Kern	April 20, 2009	0209055661
Lake	April 20, 2009	2009006062
Los Angeles	April 20, 2009	20090566196
Marin	April 22, 2009	2009-0020910
Monterey	April 20, 2009	2009023418
San Joaquin	April 20, 2009	2009-058476
San Mateo	April 20, 2009	2009-046313
Santa Clara	April 20, 2009	20217150
Solano	April 20, 2009	200900029064
Sonoma	April 20, 2009	2009035729
Tulare	April 20, 2009	2009-0023106
Ventura	April 20, 2009	20090420-00061703-0
Yuba	April 20, 2009	2009R-005272

Fifty-sixth Supplemental Indenture

<u>County or City and County</u>	<u>Date of Recordation</u>	<u>Book and Page Document No.</u>
Alameda	April 22, 2009	2009119025
Butte	April 21, 2009	2009-0013449
Fresno	April 20, 2009	2009-0052654
Glenn	April 21, 2009	2009-1922
Kern	April 20, 2009	0209055662
Lake	April 20, 2009	2009006063
Los Angeles	April 20, 2009	20090566197
Marin	April 22, 2009	2009-0020911
Monterey	April 20, 2009	2009023419
San Joaquin	April 20, 2009	2009-058477
San Mateo	April 20, 2009	2009-046314
Santa Clara	April 20, 2009	20217151
Solano	April 20, 2009	200900029063
Sonoma	April 20, 2009	2009035730
Tulare	April 20, 2009	2009-0023107
Ventura	April 20, 2009	20090420-00061702-0
Yuba	April 20, 2009	2009R-005273

Fifty-seventh Supplemental Indenture

<u>County or City and County</u>	<u>Date of Recordation</u>	<u>Book and Page Document No.</u>
Alameda	April 22, 2009	2009119026
Butte	April 21, 2009	2009-0013450
Fresno	April 20, 2009	2009-0052655
Glenn	April 21, 2009	2009-1923
Kern	April 20, 2009	0209055663
Lake	April 20, 2009	2009006064
Los Angeles	April 20, 2009	20090566198
Marin	April 22, 2009	2009-0020912
Monterey	April 20, 2009	2009023420
San Joaquin	April 20, 2009	2009-058478
San Mateo	April 20, 2009	2009-046315
Santa Clara	April 20, 2009	20217152
Solano	April 20, 2009	200900029062
Sonoma	April 20, 2009	2009035731
Tulare	April 20, 2009	2009-0023108
Ventura	April 20, 2009	20090420-00061701-0
Yuba	April 20, 2009	2009R-005274

November 22, 2010

DELIVERED VIA EMAIL

(415) 393-8200

C19864-00026

(415) 986-5309

California Water Service Group  
California Water Service Company  
1720 North First Street  
San Jose, California 95112

Re: California Water Service Group  
California Water Service Company  
Registration Statement on Form S-3

Ladies and Gentlemen:

We have examined the Registration Statement on Form S-3, File No. 333-158484 (the "**Registration Statement**") of California Water Service Group, a Delaware corporation ("**CWSG**"), and California Water Service Company, a California corporation ("**Cal Water**" or the "**Company**"), filed with the Securities and Exchange Commission (the "**Commission**") on April 7, 2009, pursuant to the Securities Act of 1933, as amended (the "**Securities Act**"), in connection with the offering by CWSG and Cal Water of the following securities (the "**Securities**"): (i) 5.500% First Mortgage Bonds due 2040, Series PPP of Cal Water (the "**First Mortgage Bonds**") and (ii) guarantees of the First Mortgage Bonds by CWSG (the "**Guarantees**").

We have examined the originals, or photostatic or certified copies, of such records of each of CWSG and Cal Water and certificates of officers of each of CWSG and Cal Water and of public officials and such other documents as we have deemed relevant and necessary as the basis for the opinions set forth below. In our examination, we have assumed the genuineness of all signatures, the legal capacity and competency of all natural persons, the authenticity of all documents submitted to us as originals and the conformity to original documents of all documents submitted to us as copies.

Based upon the foregoing examination and in reliance thereon, and subject to the assumptions stated and in reliance on statements of fact contained in the documents that we have examined we are of the opinion that:

---

1. The First Mortgage Bonds have been duly authorized by all necessary corporate action on the part of the Company and have been validly issued and are enforceable against the Company in accordance with their terms.

2. The Guarantees have been duly authorized by all necessary corporate action on the part of CWSG and have been validly issued and are enforceable against CWSG in accordance with their terms.

The opinions set forth above are subject to (i) the effect of any bankruptcy, insolvency, reorganization, moratorium, arrangement or similar laws affecting the rights and remedies of creditors' generally, including the effect of statutory or other laws regarding fraudulent transfers or preferential transfers, and (ii) general principles of equity, including concepts of materiality, reasonableness, good faith and fair dealing and the possible unavailability of specific performance, injunctive relief or other equitable remedies regardless of whether enforceability is considered in a proceeding in equity or at law. We express no opinion regarding the effectiveness of (i) any waiver of stay, extension or usury laws or of unknown future rights; or (ii) provisions relating to indemnification, exculpation or contribution, to the extent such provisions may be held unenforceable as contrary to federal or state securities laws.

We render no opinion herein as to matters involving the laws of any jurisdiction other than the State of California, the State of New York and the United States of America and the Delaware General Corporation Law. We are not engaged in practice in the State of Delaware; however, we are generally familiar with the Delaware General Corporation Law as currently in effect and have made such inquiries as we consider necessary to render the opinions contained herein. This opinion is limited to the effect of the present state of the laws of the State of California, the State of New York, the United States of America and, to the limited extent set forth above, the State of Delaware and the facts as they currently exist. We assume no obligation to revise or supplement this opinion in the event of future changes in such laws or facts. We express no opinion regarding the Securities Act of 1933, as amended, or any other federal or state securities laws or regulations.

We consent to the filing of this opinion as an exhibit to the Registration Statement, and we further consent to the use of our name under the caption "Legal Matters" in the Registration Statement and each prospectus that forms a part thereof. In giving these consents, we do not thereby admit that we are within the category of persons whose consent is required under Section 7 of the Securities Act or the Rules and Regulations of the Commission.

Very truly yours,

/s/ GIBSON, DUNN & CRUTCHER LLP