

**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): **June 11, 2019**

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))

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

| <u>Title of each class</u> | <u>Trading Symbol(s)</u> | <u>Name of each exchange on which registered</u> |
|---------------------------------|--------------------------|--|
| Common Shares, par value \$0.01 | CWT | New York Stock Exchange |

Indicate by check mark whether the registrant is an emerging growth company as defined by Rule 405 of the Securities Act of 1933 (§230.405 of this chapter) or Rule 12b-2 of the Securities Exchange Act of 1934 (§240.12b-2 of this chapter).

Emerging growth company

If an emerging growth company, indicate by check mark if the registrant has elected not to use the extended transition period for complying with any new or revised financial accounting standards provided pursuant to Section 13(a) of the Exchange Act.

Item 1.02. Termination of a Material Definitive Agreement

In connection with the Offering (as defined below), on June 13, 2019, California Water Service Company, a wholly owned subsidiary of the Registrant (“Cal Water”), redeemed \$300 million aggregate principal amount of its Floating Rate First Mortgage Bonds due September 13, 2020, Series UUU. The redemption was effected pursuant to the terms of the indenture and supplemental indentures governing the Series UUU bonds. The Series UUU bonds were redeemed at a redemption price equal to 100% of the outstanding principal amount of the Series UUU bonds plus accrued and unpaid interest to the date of redemption.

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

On June 11, 2019, Cal Water completed the sale and issuance (the “Offering”) to the public of \$100 million principal amount of its 3.40% First Mortgage Bonds due June 11, 2029, Series VVV, \$100 million principal amount of its 4.07% First Mortgage Bonds due June 11, 2049, Series WWW, and \$200 million principal amount of its 4.17% First Mortgage Bonds due June 11, 2059, Series YYY (collectively, the “Bonds”) pursuant to a Bond Purchase Agreement, dated June 11, 2019. Merrill Lynch, Pierce, Fenner & Smith Incorporated and Wells Fargo Securities, LLC acted as joint lead placement agents for the Offering, and Samuel A. Ramirez & Company, Inc. acted as co-placement agent for the Offering.

Interest on the Bonds will accrue semi-annually and be payable in arrears on June 11 and December 11 of each year, commencing December 11, 2019. The Bonds rank equally with all of Cal Water’s other First Mortgage Bonds and are secured by liens on Cal Water’s properties, subject to certain exceptions and permitted liens.

Cal Water used the net proceeds from the sale of the Bonds to pay down outstanding short-term borrowings and to redeem the Series UUU bonds.

The Bonds were not registered under the Securities Act of 1933 and may not be offered or sold in the United States absent registration or an applicable exemption from registration requirements. This report is neither an offer to sell nor a solicitation of an offer to buy any of the Bonds.

The foregoing description of the Bonds is qualified in its entirety by reference to the full terms and conditions of the Sixty-Second Supplemental Indenture dated as of June 11, 2019, which is filed as Exhibit 10.1 hereto and incorporated by reference.

Item 9.01. Financial Statements and Exhibits.

| <u>Exhibit No.</u> | <u>Description</u> |
|--------------------|--|
| 10.1 | <u>Sixty-Second Supplemental Indenture dated as of June 11, 2019, between California Water Service Company and U.S. Bank National Association, as Trustee, covering 3.40% First Mortgage Bonds due 2029, Series VVV, 4.07% First Mortgage Bonds due 2049, Series WWW, and 4.17% First Mortgage Bonds due 2059, Series YYY.</u> |
| 99.1 | <u>Press Release issued June 11, 2019</u> |

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: June 18, 2019

By: /s/ Thomas F. Smegal
Name: Thomas F. Smegal
Title: Vice President, Chief Financial Officer & Treasurer

RECORDING REQUESTED BY
AND WHEN RECORDED MAIL TO:

Gibson, Dunn & Crutcher LLP
333 South Grand Avenue
Los Angeles, CA 90071-3197
Attn: Andrew Cheng

Sixty-Second Supplemental Indenture

CALIFORNIA WATER SERVICE COMPANY

and

U.S. BANK NATIONAL ASSOCIATION

as

Trustee

Dated as of June 11, 2019

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Exhibits

- EXHIBIT A - FORM OF SERIES VVV BONDS
- EXHIBIT B - FORM OF SERIES WWW BONDS
- EXHIBIT C - FORM OF SERIES YYY BONDS
- EXHIBIT D - RECORDATION OF RESIGNATIONS
- EXHIBIT E - RECORDATION OF FIRST THROUGH SIXTY-FIRST SUPPLEMENTAL INDENTURES

**THIS SIXTY-SECOND SUPPLEMENTAL INDENTURE IS
SECURED BY, *INTER ALIA*, REAL PROPERTY.**

SIXTY-SECOND SUPPLEMENTAL INDENTURE (this “*Supplemental Indenture*”) dated as of June 11, 2019, 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 D, 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 Sixty-first Supplemental Indentures referred to below; and

WHEREAS, the Company has heretofore made, executed and delivered sixty-one 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:

| Date | Name |
|------------------|------------------------------------|
| 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:

| Date | Name |
|-------------------|---------------------------------------|
| 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:

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

| Date | Name |
|--------------------|---|
| 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 |
| November 22, 2010 | Fifty-eighth Supplemental Indenture |
| October 13, 2015 | Fifty-ninth Supplemental Indenture |
| March 11, 2016 | Sixtieth Supplemental Indenture; |
| September 13, 2018 | Sixty-first Supplemental Indenture; and |

WHEREAS, the First through Sixty-first 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 E, 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 between the Company and the Trustee dated as of April 17, 2009 (as modified by the Fifty-ninth Supplemental Indenture between the Company and the Trustee dated as of October 13, 2015, 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:

"*Called Principal*" means, with respect to any Bond, the principal amount of such Bond that is to be redeemed pursuant to Article III of this Supplemental Indenture.

"*Closing Date*" means June 11, 2019.

"*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.

"*Discounted Value*" means, with respect to the Called Principal of any Bond, the amount obtained by discounting all Remaining Scheduled Payments with respect to such Called Principal from their respective scheduled due dates to the Settlement Date with respect to such Called Principal, in accordance with accepted financial practice and at a discount factor (applied on the same periodic basis as that on which interest on the Bonds is payable) equal to the Reinvestment Yield with respect to such Called Principal.

"*Fitch*" means Fitch Ratings, Inc. and any successor to its rating agency business.

"*Make-Whole Amount*" means, with respect to any Bond of the Series VVV Bonds, Series WWW Bonds or Series YYY Bonds, an amount equal to the excess, if any, of the Discounted Value of the Remaining Scheduled Payments with respect to the Called Principal of such Bond over the amount of such Called Principal, *provided* that

the Make-Whole Amount may in no event be less than zero. The Company shall calculate the Make-Whole Amount and the Trustee shall have no duty to calculate or verify the Company's calculations of the Make-Whole Amount.

“**Moody's**” means Moody's Investors Service, Inc. and any successor to its rating agency business.

“**Reinvestment Yield**” means, with respect to the Called Principal of any Bond, 0.50% over the yield to maturity implied by (i) the yields reported as of 10:00 a.m. (New York City time) on the second Business Day preceding the Settlement Date with respect to such Called Principal, on the display designated as “Page PX1” (or such other display as may replace Page PX1) on Bloomberg Financial Markets for the most recently issued actively traded on the run U.S. Treasury securities having a maturity equal to the Remaining Average Life of such Called Principal as of such Settlement Date, or (ii) if such yields are not reported as of such time or the yields reported as of such time are not ascertainable (including by way of interpolation), the Treasury Constant Maturity Series Yields reported, for the latest day for which such yields have been so reported as of the second Business Day preceding the Settlement Date with respect to such Called Principal, in Federal Reserve Statistical Release H.15 (or any comparable successor publication) for U.S. Treasury securities having a constant maturity equal to the Remaining Average Life of such Called Principal as of such Settlement Date. In the case of each determination under clause (i) or clause (ii), as the case may be, of the preceding sentence, such implied yield will be determined, if necessary, by (a) converting U.S. Treasury bill quotations to bond equivalent yields in accordance with accepted financial practice and (b) interpolating linearly between (1) the applicable U.S. Treasury security with the maturity closest to and greater than such Remaining Average Life and (2) the applicable U.S. Treasury security with the maturity closest to and less than such Remaining Average Life. The Reinvestment Yield shall be rounded to the number of decimal places as appears in the interest rate of the applicable Bond.

“**Remaining Average Life**” means, with respect to any Called Principal, the number of years (calculated to the nearest one-twelfth year) obtained by dividing (i) such Called Principal into (ii) the sum of the products obtained by multiplying (a) the principal component of each Remaining Scheduled Payment with respect to such Called Principal by (b) the number of years (computed on the basis of a 360-day year composed of twelve 30-day months and calculated to two decimal places) that will elapse between the Settlement Date with respect to such Called Principal and the scheduled due date of such Remaining Scheduled Payment.

“**Remaining Scheduled Payments**” means, (a) with respect to the Called Principal of any Series VVV Bond, all payments of such Called Principal and interest thereon that would be due after the Settlement Date with respect to such Called Principal if no redemption of such Called Principal were made prior to the VVV Bonds Maturity Date, *provided* that if such Settlement Date is not a date on which interest payments are due to be made under the terms of the Series VVV Bonds, then the amount of the next succeeding scheduled interest payment will be reduced by the amount of interest accrued to such Settlement Date and required to be paid on such Settlement Date pursuant to Section 3.01 of this Supplemental Indenture, (b) with respect to the Called Principal of any Series WWW Bond, all payments of such Called Principal and interest thereon that would be due after the Settlement Date with respect to such Called Principal if no redemption of such Called Principal were made prior to the WWW Bonds Maturity Date, *provided* that if such Settlement Date is not a date on which interest payments are due to be made under the terms of the Series WWW Bonds, then the amount of the next succeeding scheduled interest payment will be reduced by the amount of interest accrued to such Settlement Date and required to be paid on such Settlement Date pursuant to Section 3.01 of this Supplemental Indenture and (c) with respect to the Called Principal of any Series YYY Bond, all payments of such Called Principal and interest thereon that would be due after the Settlement Date with respect to such Called Principal if no redemption of such Called Principal were made prior to the YYY Bonds Maturity Date, *provided* that if such Settlement Date is not a date on which interest payments are due to be made under the terms of the Series YYY Bonds, then the amount of the next succeeding scheduled interest payment will be reduced by the amount of interest accrued to such Settlement Date and required to be paid on such Settlement Date pursuant to Section 3.01 of this Supplemental Indenture.

“**Series VVV Bonds**” means the \$100,000,000 aggregate principal amount of 3.40% First Mortgage Bonds due 2029, Series VVV.

“**Series WWW Bonds**” means the \$100,000,000 aggregate principal amount of 4.07% First Mortgage Bonds due 2049, Series WWW.

“**Series YYY Bonds**” means the \$200,000,000 aggregate principal amount of 4.17% First Mortgage Bonds due 2059, Series YYY.

“*Settlement Date*” means, with respect to the Called Principal of any Bond, the date on which such Called Principal is to be redeemed pursuant to Section 3.01.

“*SVO*” means the Securities Valuation Office of the National Association of Insurance Commissioners.

“*S&P*” means Standard & Poor’s Rating Services and any successor to its rating agency business.

“*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 VVV Bonds, the Series WWW Bonds and Series YYY 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.

(a) *Series VVV Bonds.* Pursuant to this Supplemental Indenture, there is hereby designated a series of Bonds under the Base Indenture entitled “3.40% First Mortgage Bonds due 2029, Series VVV.”

(b) *Series WWW Bonds.* Pursuant to this Supplemental Indenture, there is hereby designated a series of Bonds under the Base Indenture entitled “4.07% First Mortgage Bonds due 2049, Series WWW.”

(c) *Series YYY Bonds.* Pursuant to this Supplemental Indenture, there is hereby designated a series of Bonds under the Base Indenture entitled “4.17% First Mortgage Bonds due 2059, Series YYY.”

SECTION 2.02. Aggregate Principal Amount.

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

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

(c) *Series YYY Bonds.* The aggregate principal amount of the Series YYY Bonds which may be outstanding under the terms of this Supplemental Indenture after the date hereof is \$200,000,000, except for Series YYY 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 VVV Bonds.

(a) *General.* Without limiting the foregoing provisions of this Article II, the Series VVV Bonds shall be issued as Definitive Bonds substantially in the form set forth in EXHIBIT A hereto. The Series VVV Bonds will be issued in minimum denominations of \$1,000 and integral multiples of \$1,000 in excess thereof. To the extent that any provision of the Definitive Bonds representing the Series VVV 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 VVV Bonds will mature on June 11, 2029 (the "**VVV Bonds Maturity Date**") and will bear interest at the rate of 3.40% per annum. Interest on the Series VVV Bonds will be payable semi-annually in arrears on June 11 and December 11 of each year to the Holders thereof at the close of business on the immediately preceding May 27 and November 26 of each year, commencing on December 11, 2019. Interest on the Series VVV 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, interest on and premium on, if any, the Series VVV 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. Form; Payment of Interest and Principal on Series WWW Bonds.

(a) *General.* Without limiting the foregoing provisions of this Article II, the Series WWW Bonds shall be issued as Definitive Bonds substantially in the form set forth in EXHIBIT B hereto. The Series WWW Bonds will be issued in minimum denominations of \$1,000 and integral multiples of \$1,000 in excess thereof. To the extent that any provision of the Definitive Bonds representing the Series WWW 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 WWW Bonds will mature on June 11, 2049 (the "**WWW Bonds Maturity Date**") and will bear interest at the rate of 4.07% per annum. Interest on the Series WWW Bonds will be payable semi-annually in arrears on June 11 and December 11 of each year to the Holders thereof at the close of business on the immediately preceding May 27 and November 26 of each year, commencing on December 11, 2019. Interest on the Series WWW 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, interest on and premium on, if any, the Series WWW 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 2.05. Form; Payment of Interest and Principal on Series YYY Bonds.

(a) *General.* Without limiting the foregoing provisions of this Article II, the Series YYY Bonds shall be issued as Definitive Bonds substantially in the form set forth in EXHIBIT C hereto. The Series YYY Bonds will be issued in minimum denominations of \$1,000 and integral multiples of \$1,000 in excess thereof. To the extent that any provision of the Definitive Bonds representing the Series YYY 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 YYY Bonds will mature on June 11, 2059 (the "**YYY Bonds Maturity Date**") and will bear interest at the rate of 4.17% per annum. Interest on the Series YYY Bonds will be payable semi-annually in arrears on June 11 and December 11 of each year to the Holders thereof at the close of business on the immediately preceding May 27 and November 26 of each year, commencing on December 11, 2019. Interest on the Series YYY 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, interest on and premium on, if any, the Series YYY 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.

**ARTICLE III
REDEMPTION, SINKING FUND**

SECTION 3.01. Redemption.

(a) *Series VVV Bonds.* Commencing on the date that is six months prior to the VVV Bonds Maturity Date (the ***Series VVV Par Redemption Date***), the Series VVV 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 Called Principal, *plus* accrued and unpaid interest on the Called Principal to (but not including) the Settlement Date. Prior to the Series VVV Par Redemption Date, the Series VVV Bonds shall be 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 Called Principal, *plus* the Make-Whole Amount determined for the Settlement Date with respect to such Called Principal, *plus* accrued and unpaid interest on the Called Principal to (but not including) the Settlement Date. Notwithstanding the foregoing, to the extent that any Settlement Date falls between a Regular Record Date and an Interest Payment Date, interest on the Series VVV Bonds that are due and payable on such Interest Payment Date will be payable to the Holders of such Series VVV Bonds registered as such at the close of business on the relevant Regular Record Date according to their terms and the terms and provisions of the Base Indenture. Any redemption of Series VVV Bonds pursuant to this Article III shall be made in accordance with Article IV of the Base Indenture.

(b) *Series WWW Bonds.* Commencing on the date that is six months prior to the WWW Bonds Maturity Date (the ***Series WWW Par Redemption Date***), the Series WWW 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 Called Principal, *plus* accrued and unpaid interest on the Called Principal to (but not including) the Settlement Date. Prior to the Series WWW Par Redemption Date, the Series WWW Bonds shall be 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 Called Principal, *plus* the Make-Whole Amount determined for the Settlement Date with respect to such Called Principal, *plus* accrued and unpaid interest on the Called Principal to (but not including) the Settlement Date. Notwithstanding the foregoing, to the extent that any Settlement Date falls between a Regular Record Date and an Interest Payment Date, interest on the Series WWW Bonds that are due and payable on such Interest Payment Date will be payable to the Holders of such Series WWW Bonds registered as such at the close of business on the relevant Regular Record Date according to their terms and the terms and provisions of the Base Indenture. Any redemption of Series WWW Bonds pursuant to this Article III shall be made in accordance with Article IV of the Base Indenture.

(c) *Series YYY Bonds.* Commencing on the date that is six months prior to the YYY Bonds Maturity Date (the ***Series YYY Par Redemption Date***), the Series YYY 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 Called Principal, *plus* accrued and unpaid interest on the Called Principal being redeemed to (but not including) the Settlement Date. Prior to the Series YYY Par Redemption Date, the Series YYY Bonds shall be 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 Called Principal, *plus* the Make-Whole Amount determined for the Settlement Date with respect to such Called Principal, *plus* accrued and unpaid interest on the Called Principal to (but not including) the Settlement Date. Notwithstanding the foregoing, to the extent that any Settlement Date falls between a Regular Record Date and an Interest Payment Date, interest on the Series YYY Bonds that are due and payable on such Interest Payment Date will be payable to the Holders of such Series YYY Bonds registered as such at the close of business on the relevant Regular Record Date according to their terms and the terms and provisions of the Base Indenture. Any redemption of Series YYY Bonds pursuant to this Article III shall be made in accordance with Article IV of the Base Indenture.

SECTION 3.02. Sinking Fund.

None of the Series VVV Bonds, the Series WWW Bonds and the Series YYY Bonds shall be subject to any sinking fund.

**ARTICLE IV
MISCELLANEOUS**

SECTION 4.01. Notice.

Any notice or communication in respect of the Series VVV Bonds, the Series WWW Bonds and the Series YYY Bonds shall be made in accordance with Section 15.05 of the Base Indenture.

SECTION 4.02. Amendment and Supplement.

This Supplemental Indenture, the Series VVV Bonds, the Series WWW Bonds or the Series YYY 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, the Series VVV Bonds, the Series WWW Bonds and the Series YYY 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, the Series VVV Bonds, the Series WWW Bonds or the Series YYY 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 nowise affect the validity of this Supplemental Indenture, the Series VVV Bonds, the Series WWW Bonds or the Series YYY Bonds.

SECTION 4.08. Trustee and Supplemental Indenture.

The Trustee makes no representations and 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 Bonds issued hereunder, other than its certificate of authentication thereon.

SECTION 4.09. WAIVER OF JURY TRIAL.

EACH OF THE COMPANY, THE TRUSTEE AND, BY ACCEPTING A BOND ISSUED UNDER THIS SUPPLEMENTAL INDENTURE, EACH HOLDER THEREOF, HEREBY IRREVOCABLY WAIVES, TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, ANY AND ALL RIGHT TO TRIAL BY JURY IN ANY LEGAL PROCEEDING ARISING OUT OF OR RELATING TO THIS SUPPLEMENTAL INDENTURE, THE SERIES VVV BONDS, THE SERIES WWW BONDS, THE SERIES YYY BONDS OR THE TRANSACTIONS CONTEMPLATED HEREBY OR THEREBY.

ARTICLE V INFORMATION AS TO COMPANY

The Company covenants and agrees to file with the Trustee (and give notice of filing with the SEC by email to any Holder of Series VVV Bonds, Series WWW Bonds or Series YYY Bonds who requests email notice of filing) as soon as available and in any event within 10 calendar days after Parent is required to file the same with the SEC or any successor agency or any securities exchange, a copy of each of Parent's reports on Form 10-K and Form 10-Q, which will include the information required by Rule 3-10(c)(4) of Regulation S-X (17 CFR 210.3-10(4)) or any successor provision, Form 8-K, and each other regular or periodic report and any notice, proxy statement, registration statement, prospectus or written communication (other than transmittal letters), as filed with the SEC or any successor agency or any securities exchange; if Parent ceases to be a reporting company under either Section 13(a) or 15(d) of the Exchange Act (a "1934 Act Reporting Company"), so long as such Holders have provided to the Company appropriate delivery instructions a reasonable amount of time prior to the applicable delivery date (which instructions will include any information provided by Holders pursuant to the Bond Purchase Agreement dated as of June 11, 2019 executed in connection with the issuance of the Series VVV Bonds, Series WWW Bonds and Series YYY Bonds), the Company covenants and agrees to deliver to the Holders of the Series VVV Bonds, Series WWW Bonds and Series YYY Bonds either (i) annual and quarterly reports of Parent comparable in form and scope to those filed on Forms 10-K and 10-Q by 1934 Act Reporting Companies within 10 calendar days after a 1934 Act Reporting Company would be required to file such reports with the SEC which shall contain annual audited and quarterly unaudited financial statements of Parent comparable in form and scope to those filed on Forms 10-K and 10-Q by 1934 Act Reporting Companies or (ii) annual audited and quarterly unaudited financial statements of Company comparable in form and scope to those filed on Forms 10-K and 10-Q by 1934 Act Reporting Companies within 10 calendar days after a 1934 Act Reporting Company would be required to file such reports with the SEC. All Parent financial statements delivered by the Company pursuant to this Article V shall include a condensed consolidating balance sheet and condensed consolidating statements of income and cash flows of Parent that include a column that sets forth the assets and liabilities, and results, of the Company as of the applicable date and for the applicable period; provided that, so long as in compliance with applicable law, (i) such annual condensed consolidating balance sheet, condensed consolidating statements of income and cash flows and column will be substantially consistent in form with those set forth in the Parent's Form 10-K for the fiscal year ended December 31, 2018 and (ii) such quarterly condensed consolidating balance sheet, condensed consolidating statements of income and cash flows and column will be substantially consistent in form with those set forth in the Parent's Form 10-Q for the fiscal quarter ended June 30, 2018, September 30, 2018 or March 31, 2019, as may correspond to such applicable quarterly period.

ARTICLE VI MAINTENANCE OF CREDIT RATING

(a) The Company shall, at all times during which the SVO refuses to accept the financial statements of the Parent as sufficient for rating the transaction, maintain a credit rating (but not any specific rating) of the Series VVV Bonds with at least one of S&P, Moody's or Fitch; *provided* that in lieu of maintaining any such credit rating, the Company shall have the option, in its sole discretion, of providing a guarantee by Parent of the obligations in respect of the Series VVV Bonds, in form and substance consistent with the form of Parent Guarantee executed in connection with the 5.50% First Mortgage Bonds due 2040, Series PPP, issued under the Fifty-eighth Supplemental Indenture dated as of November 22, 2010. Evidence of such credit rating shall (a) set forth the credit rating for the Series VVV Bonds, (b) refer to the Private Placement Number issued by Standard & Poor's CUSIP Bureau Service in respect of the Series VVV Bonds, (c) state that the credit rating addresses the likelihood of payment of both the principal and interest of the Series VVV Bonds, (d) not include any prohibition against sharing such evidence with

the SVO or any other regulatory authority having jurisdiction over the holders of the Series VVV Bonds, and (f) include such other information relating to the credit rating for the Series VVV Bonds as may be required from time to time by the SVO or any other regulatory authority having jurisdiction over the Holders.

(b) The Company shall, at all times during which the SVO refuses to accept the financial statements of the Parent as sufficient for rating the transaction, maintain a credit rating (but not any specific rating) of the Series WWW Bonds with at least one of S&P, Moody's or Fitch; *provided* that in lieu of maintaining any such credit rating, the Company shall have the option, in its sole discretion, of providing a guarantee by Parent of the obligations in respect of the Series WWW Bonds, in form and substance consistent with the form of Parent Guarantee executed in connection with the 5.50% First Mortgage Bonds due 2040, Series PPP, issued under the Fifty-eighth Supplemental Indenture dated as of November 22, 2010. Evidence of such credit rating shall (a) set forth the credit rating for the Series WWW Bonds, (b) refer to the Private Placement Number issued by Standard & Poor's CUSIP Bureau Service in respect of the Series WWW Bonds, (c) state that the credit rating addresses the likelihood of payment of both the principal and interest of the Series WWW Bonds, (d) not include any prohibition against sharing such evidence with the SVO or any other regulatory authority having jurisdiction over the holders of the Series WWW Bonds, and (f) include such other information relating to the credit rating for the Series WWW Bonds as may be required from time to time by the SVO or any other regulatory authority having jurisdiction over the Holders.

(c) The Company shall, at all times during which the SVO refuses to accept the financial statements of Parent as sufficient for rating the transaction, maintain a credit rating (but not any specific rating) of the Series YYY Bonds with at least one of S&P, Moody's or Fitch; *provided* that in lieu of maintaining any such credit rating, the Company shall have the option, in its sole discretion, of providing a guarantee by Parent of the obligations in respect of the Series YYY Bonds, in form and substance consistent with the form of Parent Guarantee executed in connection with the 5.50% First Mortgage Bonds due 2040, Series PPP, issued under the Fifty-eighth Supplemental Indenture dated as of November 22, 2010. Evidence of such credit rating shall (a) set forth the credit rating for the Series YYY Bonds, (b) refer to the Private Placement Number issued by Standard & Poor's CUSIP Bureau Service in respect of the Series YYY Bonds, (c) state that the credit rating addresses the likelihood of payment of both the principal and interest of the Series YYY Bonds, (d) not include any prohibition against sharing such evidence with the SVO or any other regulatory authority having jurisdiction over the holders of the Series YYY Bonds, and (f) include such other information relating to the credit rating for the Series YYY Bonds as may be required from time to time by the SVO or any other regulatory authority having jurisdiction over the Holders.

[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/ Thomas F. Smegal, III
Name: Thomas F. Smegal, III
Title: Vice President, Chief Financial Officer and Treasurer

U.S. BANK NATIONAL ASSOCIATION, as Trustee

By: /s/ David A. Jason
Name: David A. Jason
Title: Vice President

SIGNATURE PAGE TO SIXTY-SECOND SUPPLEMENTAL INDENTURE

ACKNOWLEDGMENT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California)

County of Santa Clara)

On 6/3/2019 before me, Lina Jo DiStefano, a Notary Public, personally appeared Thomas F. Smegal III, 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/ Lina Jo DiStefano (Seal)

ACKNOWLEDGMENT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California)

County of San Francisco)

On 6/10/2019 before me, Nam Vu Huynh, a Notary Public, personally appeared David Jason, 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/ Nam Vu Huynh (Seal)

FORM OF SERIES VVV BOND

THIS BOND HAS NOT BEEN REGISTERED UNDER THE SECURITIES ACT OF 1933, AS AMENDED (THE “*ACT*”), OR THE SECURITIES LAWS OF ANY STATE AND MAY NOT BE SOLD, TRANSFERRED OR OTHERWISE DISPOSED OF IN THE ABSENCE OF AN EFFECTIVE REGISTRATION STATEMENT UNDER THE ACT OR AN EXEMPTION THEREFROM UNDER THE ACT, THE RULES AND REGULATIONS THEREUNDER AND APPLICABLE STATE LAWS. THE TRANSFER OF THIS NOTE IS SUBJECT TO THE CONDITIONS SPECIFIED IN THE INDENTURE DATED AS OF APRIL 1, 1928 BETWEEN CALIFORNIA WATER SERVICE COMPANY AND U.S. BANK NATIONAL ASSOCIATION, AS TRUSTEE, AS SUCH INDENTURE MAY BE AMENDED, MODIFIED AND SUPPLEMENTED FROM TIME TO TIME.

CALIFORNIA WATER SERVICE COMPANY

3.40% First Mortgage Bonds due 2029, Series VVV
Private Placement No. 130789 Y*5

No. []

\$[.]

CALIFORNIA WATER SERVICE COMPANY, a California corporation (the “*Company*”), promises to pay to [], or its registered assigns, the principal sum of \$[.] in U.S. Dollars on June 11, 2029.

Interest Payment Dates: June 11 and December 11 commencing December 11, 2019

Record Dates: May 27 and November 26

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

[FORM OF REVERSE SIDE OF SERIES VVV BOND]

3.40% First Mortgage Bonds due 2029, Series VVV

1. INTEREST

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

The Company shall pay interest semi-annually in arrears on June 11 and December 11 of each year, commencing December 11, 2019. Interest on the Series VVV Bonds will accrue from the most recent date to which interest has been paid with respect to the Series VVV Bonds, or, if no interest has been paid, from June 11, 2019. 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 VVV Bonds to the Persons who are registered Holders of Series VVV Bonds at the close of business on the May 27 or November 26 immediately preceding the Interest Payment Date even if Series VVV 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 VVV 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 VVV 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 VVV Bond, the Holder thereof shall surrender such Series VVV 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 VVV 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 Sixty-Second Supplemental Indenture dated as of June 11, 2019, 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 VVV 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 VVV 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 VVV Bonds are secured obligations of the Company known generally as First Mortgage Bonds.

5. REDEMPTION; SINKING FUND

Commencing on the Series VVV Par Redemption Date, the Series VVV 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 Called Principal, plus accrued and unpaid interest on the Called Principal to (but not including) the Settlement Date. Prior to the Series VVV Par Redemption Date, the Series VVV Bonds shall be 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 Called Principal, plus the Make-Whole Amount determined for the Settlement Date with respect to such Called Principal, plus accrued and unpaid interest on the Called Principal to (but not including) the Settlement Date. Notwithstanding the foregoing, to the extent that any Settlement Date falls between a Regular Record Date and an Interest Payment Date, interest on the Series VVV Bonds that are due and payable on such Interest Payment Date will be payable to the Holders of such Series VVV Bonds registered as such at the close of business on the relevant Regular Record Date according to their terms and the terms and provisions of the Base Indenture. Any redemption of Series VVV Bonds pursuant to Article III of the Supplemental Indenture shall be made in accordance with Article IV of the Base Indenture.

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

6. DENOMINATIONS; TRANSFER; EXCHANGE

The Series VVV Bonds are in registered form without coupons in minimum denominations of \$1,000 and whole integral multiples of \$1,000 in excess thereof. A Holder may transfer or exchange Series VVV 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 VVV Bond between a Regular Record Date and the next succeeding Interest Payment Date.

7. PERSONS DEEMED OWNERS

The registered Holder of this Series VVV 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 VVV Bonds if, among other things, the Company deposits with the Trustee funds for the payment of principal and interest on the Series VVV 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 VVV Bonds, and the rights of the Holders of the Bonds of a series, which may include the Holders of the Series VVV 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 VVV 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 VVV Bond shall be conclusive and binding upon such Holder and upon all future Holders of this Series VVV Bond and of any Series VVV 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.

Holdings may not enforce the Base Indenture, the Supplemental Indenture or the Series VVV Bonds except as provided in the Base Indenture. The Trustee may refuse to enforce the Base Indenture, the Supplemental Indenture or the Series VVV 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 VVV 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 VVV 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 VVV Bonds waives and releases all such liability. The waiver and release are part of the consideration for the issuance of the Series VVV 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 VVV 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 VVV 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 VVV 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 VVV Bonds shall be secured to the extent and in the manner provided by the Base 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 VVV Bond, fill in the form below:

I or we assign and transfer this Series VVV 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 VVV 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 VVV Bond.

FORM OF SERIES WWW BOND

THIS BOND HAS NOT BEEN REGISTERED UNDER THE SECURITIES ACT OF 1933, AS AMENDED (THE “*ACT*”), OR THE SECURITIES LAWS OF ANY STATE AND MAY NOT BE SOLD, TRANSFERRED OR OTHERWISE DISPOSED OF IN THE ABSENCE OF AN EFFECTIVE REGISTRATION STATEMENT UNDER THE ACT OR AN EXEMPTION THEREFROM UNDER THE ACT, THE RULES AND REGULATIONS THEREUNDER AND APPLICABLE STATE LAWS. THE TRANSFER OF THIS NOTE IS SUBJECT TO THE CONDITIONS SPECIFIED IN THE INDENTURE DATED AS OF APRIL 1, 1928 BETWEEN CALIFORNIA WATER SERVICE COMPANY AND U.S. BANK NATIONAL ASSOCIATION, AS TRUSTEE, AS SUCH INDENTURE MAY BE AMENDED, MODIFIED AND SUPPLEMENTED FROM TIME TO TIME.

CALIFORNIA WATER SERVICE COMPANY

4.07% First Mortgage Bonds due 2049, Series WWW
Private Placement No. 130789 Y@3

No. []

\$[]

CALIFORNIA WATER SERVICE COMPANY, a California corporation (the “*Company*”), promises to pay to [], or its registered assigns, the principal sum of \$[] in U.S. Dollars on June 11, 2049.

Interest Payment Dates: June 11 and December 11 commencing December 11, 2019

Record Dates: May 27 and November 26

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

B-3

[FORM OF REVERSE SIDE OF SERIES WWW BOND]

4.07% First Mortgage Bonds due 2049, Series WWW

1. INTEREST

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

The Company shall pay interest semi-annually in arrears on June 11 and December 11 of each year, commencing December 11, 2019. Interest on the Series WWW Bonds will accrue from the most recent date to which interest has been paid with respect to the Series WWW Bonds, or, if no interest has been paid, from June 11, 2019. 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 WWW Bonds to the Persons who are registered Holders of Series WWW Bonds at the close of business on the May 27 or November 26 immediately preceding the Interest Payment Date even if Series WWW 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 WWW 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 WWW 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 WWW Bond, the Holder thereof shall surrender such Series WWW 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 WWW 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 Sixty-Second Supplemental Indenture dated as of June 11, 2019, 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 WWW 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 WWW 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 WWW Bonds are secured obligations of the Company known generally as First Mortgage Bonds.

5. REDEMPTION; SINKING FUND

Commencing on the Series WWW Par Redemption Date, the Series WWW 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 Called Principal, plus accrued and unpaid interest on the Called Principal to (but not including) the Settlement Date. Prior to the Series WWW Par Redemption Date, the Series WWW Bonds shall be 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 Called Principal, plus the Make-Whole Amount determined for the Settlement Date with respect to such Called Principal, plus accrued and unpaid interest on the Called Principal to (but not including) the Settlement Date. Notwithstanding the foregoing, to the extent that any Settlement Date falls between a Regular Record Date and an Interest Payment Date, interest on the Series WWW Bonds that are due and payable on such Interest Payment Date will be payable to the Holders of such Series WWW Bonds registered as such at the close of business on the relevant Regular Record Date according to their terms and the terms and provisions of the Base Indenture. Any redemption of Series WWW Bonds pursuant to Article III of the Supplemental Indenture shall be made in accordance with Article IV of the Base Indenture.

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

6. DENOMINATIONS; TRANSFER; EXCHANGE

The Series WWW Bonds are in registered form without coupons in minimum denominations of \$1,000 and whole integral multiples of \$1,000 in excess thereof. A Holder may transfer or exchange Series WWW 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 WWW Bond between a Regular Record Date and the next succeeding Interest Payment Date.

7. PERSONS DEEMED OWNERS

The registered Holder of this Series WWW 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 WWW Bonds if, among other things, the Company deposits with the Trustee funds for the payment of principal and interest on the Series WWW 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 WWW Bonds, and the rights of the Holders of the Bonds of a series, which may include the Holders of the Series WWW 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 WWW 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 WWW Bond shall be conclusive and binding upon such Holder and upon all future Holders of this Series WWW Bond and of any Series WWW 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.

Holdings may not enforce the Base Indenture, the Supplemental Indenture or the Series WWW Bonds except as provided in the Base Indenture. The Trustee may refuse to enforce the Base Indenture, the Supplemental Indenture or the Series WWW 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 WWW 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 WWW 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 WWW Bonds waives and releases all such liability. The waiver and release are part of the consideration for the issuance of the Series WWW 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 WWW 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 WWW 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 WWW 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 WWW Bonds shall be secured to the extent and in the manner provided by the Base 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 WWW Bond, fill in the form below:

I or we assign and transfer this Series WWW 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 WWW 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 WWW Bond.

FORM OF SERIES YYY BOND

THIS BOND HAS NOT BEEN REGISTERED UNDER THE SECURITIES ACT OF 1933, AS AMENDED (THE “*ACT*”), OR THE SECURITIES LAWS OF ANY STATE AND MAY NOT BE SOLD, TRANSFERRED OR OTHERWISE DISPOSED OF IN THE ABSENCE OF AN EFFECTIVE REGISTRATION STATEMENT UNDER THE ACT OR AN EXEMPTION THEREFROM UNDER THE ACT, THE RULES AND REGULATIONS THEREUNDER AND APPLICABLE STATE LAWS. THE TRANSFER OF THIS NOTE IS SUBJECT TO THE CONDITIONS SPECIFIED IN THE INDENTURE DATED AS OF APRIL 1, 1928 BETWEEN CALIFORNIA WATER SERVICE COMPANY AND U.S. BANK NATIONAL ASSOCIATION, AS TRUSTEE, AS SUCH INDENTURE MAY BE AMENDED, MODIFIED AND SUPPLEMENTED FROM TIME TO TIME.

CALIFORNIA WATER SERVICE COMPANY

4.17% First Mortgage Bonds due 2059, Series YYY
Private Placement No. 130789 Y#1

No. []

\$[]

CALIFORNIA WATER SERVICE COMPANY, a California corporation (the “*Company*”), promises to pay to [], or its registered assigns, the principal sum of \$[] in U.S. Dollars on June 11, 2059.

Interest Payment Dates: June 11 and December 11, commencing December 11, 2019

Record Dates: May 27 and November 26

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

[FORM OF REVERSE SIDE OF SERIES YYY BOND]

4.17% First Mortgage Bonds due 2059, Series YYY

1. INTEREST

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

The Company shall pay interest semi-annually in arrears on June 11 and December 11 of each year, commencing December 11, 2019. Interest on the Series YYY Bonds will accrue from the most recent date to which interest has been paid with respect to the Series YYY Bonds, or, if no interest has been paid, from June 11, 2019. 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 YYY Bonds to the Persons who are registered Holders of Series YYY Bonds at the close of business on the May 27 or November 26 immediately preceding the Interest Payment Date even if Series YYY 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 YYY 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 YYY 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 YYY Bond, the Holder thereof shall surrender such Series YYY 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 YYY 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 Sixty-Second Supplemental Indenture dated as of June 11, 2019, 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 YYY 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 YYY 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 YYY Bonds are secured obligations of the Company known generally as First Mortgage Bonds.

5. REDEMPTION; SINKING FUND

Commencing on the Series YYY Par Redemption Date, the Series YYY 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 Called Principal, plus accrued and unpaid interest on the Called Principal to (but not including) the Settlement Date. Prior to the Series YYY Par Redemption Date, the Series YYY Bonds shall be 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 Called Principal, plus the Make-Whole Amount determined for the Settlement Date with respect to such Called Principal, plus accrued and unpaid interest on the Called Principal to (but not including) the Settlement Date. Notwithstanding the foregoing, to the extent that any Settlement Date falls between a Regular Record Date and an Interest Payment Date, interest on the Series YYY Bonds that are due and payable on such Interest Payment Date will be payable to the Holders of such Series YYY Bonds registered as such at the close of business on the relevant Regular Record Date according to their terms and the terms and provisions of the Base Indenture. Any redemption of Series YYY Bonds pursuant to Article III of the Supplemental Indenture shall be made in accordance with Article IV of the Base Indenture.

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

6. DENOMINATIONS; TRANSFER; EXCHANGE

The Series YYY Bonds are in registered form without coupons in minimum denominations of \$1,000 and whole integral multiples of \$1,000 in excess thereof. A Holder may transfer or exchange Series YYY 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 YYY Bond between a Regular Record Date and the next succeeding Interest Payment Date.

7. PERSONS DEEMED OWNERS

The registered Holder of this Series YYY 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 YYY Bonds if, among other things, the Company deposits with the Trustee funds for the payment of principal and interest on the Series YYY 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 YYY Bonds, and the rights of the Holders of the Bonds of a series, which may include the Holders of the Series YYY 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 YYY 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 YYY Bond shall be conclusive and binding upon such Holder and upon all future Holders of this Series YYY Bond and of any Series YYY 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.

Holdings may not enforce the Base Indenture, the Supplemental Indenture or the Series YYY Bonds except as provided in the Base Indenture. The Trustee may refuse to enforce the Base Indenture, the Supplemental Indenture or the Series YYY 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 YYY 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 YYY 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 YYY Bonds waives and releases all such liability. The waiver and release are part of the consideration for the issuance of the Series YYY 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 YYY 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 YYY 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 YYY 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 YYY Bonds shall be secured to the extent and in the manner provided by the Base 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 YYY Bond, fill in the form below:

I or we assign and transfer this Series YYY 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 YYY 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 YYY Bond.

EXHIBIT D

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:

| County or Page City and County | Date of Recordation | Document No. | Book and (Reel- Image) |
|---|----------------------------|---------------------|-----------------------------------|
| 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:

| County | Date of Recordation | Document No. | Book and (Reel-Image) |
|---------------|----------------------------|---------------------|------------------------------|
| 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 E

The First through Sixty-First 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

| County or City and County | Date of Recordation | Volume of Official Records | Pages At Which Record Commences |
|--------------------------------------|----------------------------|---------------------------------------|--|
| 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

| County or City and County | Date of Recordation | Volume of Official Records | Pages At Which Record Commences |
|--------------------------------------|----------------------------|---------------------------------------|--|
| 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

| County or City and County | Date of Recordation | Volume of Official Records | Pages At Which Record Commences |
|--------------------------------------|----------------------------|---------------------------------------|--|
| 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

| County or City and County | Date of Recordation | Volume of Official Records | Pages At Which Record Commences |
|--------------------------------------|----------------------------|---------------------------------------|--|
| 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

| County or City and County | Date of Recordation | Volume of Official Records | Pages At Which Record Commences |
|--------------------------------------|----------------------------|---------------------------------------|--|
| 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

| County or City and County | Date of Recordation | Volume of Official Records | Pages At Which Record Commences |
|--------------------------------------|----------------------------|---------------------------------------|--|
| 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

| County or City and County | Date of Recordation | Volume of Official Records | Pages At Which Record Commences |
|--------------------------------------|----------------------------|---------------------------------------|--|
| 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

| County or City and County | Date of Recordation | Volume of Official Records | Pages At Which Record Commences |
|--------------------------------------|----------------------------|---------------------------------------|--|
| 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

| County or City and County | Date of Recordation | Volume of Official Records | Pages At Which Record Commences |
|--------------------------------------|----------------------------|---------------------------------------|--|
| 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

| County or City and County | Date of Recordation | Volume of Official Records | Pages At Which Record Commences |
|--------------------------------------|----------------------------|---------------------------------------|--|
| 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 |

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|----------------------------------|-------------------|-----------------|-----|
| 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 |

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|-------------|-------------------|-----------------|-----|
| 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 |

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|----------------------------------|-------------------|-----------------|-----|
| 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

| County or City and County | Date of Recordation | Volume of Official Records | Pages At Which Record Commences |
|--------------------------------------|----------------------------|---------------------------------------|--|
| 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

| County or City and County | Date of Recordation | Volume of Official Records | Pages At Which Record Commences |
|--------------------------------------|----------------------------|---------------------------------------|--|
| 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 |

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|----------------------------------|-------------------|-----------------|-----|
| 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

| County or City and County | Date of Recordation | Volume of Official Records | Pages At Which Record Commences |
|--------------------------------------|----------------------------|---------------------------------------|--|
| 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

| County or City and County | Date of Recordation | Volume of Official Records | Pages At Which Record Commences |
|--------------------------------------|----------------------------|---------------------------------------|--|
| 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

| County or City and County | Date of Recordation | Volume of Official Records | Pages At Which Record Commences |
|--------------------------------------|----------------------------|---------------------------------------|--|
| 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

| County or City and County | Date of Recordation | Volume of Official Records | Pages At Which Record Commences |
|--------------------------------------|----------------------------|---------------------------------------|--|
| 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

| County or City and County | Date of Recordation | Book and Page Document No. | (Reel Image) |
|--------------------------------------|----------------------------|---------------------------------------|---------------------|
| 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

| County or City and County | Date of Recordation | Book and Page Document No. | (Reel Image) |
|--------------------------------------|----------------------------|---------------------------------------|---------------------|
| 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

| County or City and County | Date of Recordation | Book and Page Document No. | (Reel Image) |
|--------------------------------------|----------------------------|---------------------------------------|---------------------|
| 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

| County or City and County | Date of Recordation | Book and Page Document No. | (Reel Image) |
|--------------------------------------|----------------------------|---------------------------------------|---------------------|
| 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

| County or City and County | Date of Recordation | Book and Page Document No. | (Reel Image) |
|--------------------------------------|----------------------------|---------------------------------------|---------------------|
| 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

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

Thirty-ninth Supplemental Indenture

| County or City and County | Date of Recordation | Book and Page Document No. |
|--------------------------------------|----------------------------|---------------------------------------|
| 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

| <u>County or City and County</u> | <u>Date of Recordation</u> | <u>Book and Page Document No.</u> |
|--------------------------------------|----------------------------|---------------------------------------|
| 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

| <u>County or City and County</u> | <u>Date of Recordation</u> | <u>Book and Page Document No.</u> |
|--------------------------------------|----------------------------|---------------------------------------|
| 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 |

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|-------------|----------------|---------------------|
| 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 |

Fifty-eighth Supplemental Indenture

| <u>County or City and County</u> | <u>Date of Recordation</u> | <u>Book and Page Document No.</u> |
|--------------------------------------|----------------------------|---------------------------------------|
| Alameda | November 23, 2010 | 2010346038 |
| Butte | November 23, 2010 | 2010-0040947 |
| Fresno | November 23, 2010 | 2010-0156840 |
| Glenn | November 23, 2010 | 2010-5034 |
| Kern | November 23, 2010 | 0210163117 |
| Lake | November 23, 2010 | 2010017941 |
| Los Angeles | November 23, 2010 | 20101697409 |
| Marin | November 23, 2010 | 2010-0060238 |
| Monterey | November 23, 2010 | 2010069169 |
| San Joaquin | November 23, 2010 | 2010-151817 |
| San Mateo | November 23, 2010 | 2010-142282 |
| Santa Clara | November 29, 2010 | 20977239 |
| Solano | November 23, 2010 | 201000109991 |

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|---------|-------------------|---------------------|
| Sonoma | November 23, 2010 | 2010106404 |
| Tulare | November 23, 2010 | 2010-0075330 |
| Ventura | November 23, 2010 | 20101123-00182795-0 |
| Yuba | November 23, 2010 | 2010R-014697 |

Fifty-ninth Supplemental Indenture

| <u>County or City and County</u> | <u>Date of Recordation</u> | <u>Book and Page Document No.</u> |
|--------------------------------------|----------------------------|---------------------------------------|
| Alameda | October 15, 2015 | 2015279273 |
| Butte | October 15, 2015 | 2015-0037754 |
| Fresno | October 15, 2015 | 2015-0133669-00 |
| Glenn | October 15, 2015 | 2015-4574 |
| Kern | October 15, 2015 | 000215145138 |
| Lake | October 16, 2015 | 2015013611 |
| Los Angeles | October 15, 2015 | 20151270767 |
| Marin | November 6, 2015 | 2015-0052742 |
| Monterey | October 28, 2015 | 2015062248 |
| San Joaquin | October 15, 2015 | 2015-124229 |
| San Mateo | October 15, 2015 | 2015-109346 |
| Santa Clara | October 15, 2015 | 23116744 |
| Solano | October 15, 2015 | 201500094603 |
| Sonoma | October 15, 2015 | 2015090043 |
| Tulare | October 15, 2015 | 2015-0062116 |
| Ventura | October 15, 2015 | 20151015-00153061-0 |
| Yuba | October 15, 2015 | 2015-012533 |

Sixtieth Supplemental Indenture

| <u>County or City and County</u> | <u>Date of Recordation</u> | <u>Book and Page Document No.</u> |
|--------------------------------------|----------------------------|---------------------------------------|
| Alameda | March 16, 2016 | 2016063581 |
| Butte | March 16, 2016 | 2016-0009912 |
| Fresno | March 16, 2016 | 2016-0033119-00 |
| Glenn | March 16, 2016 | 2016-1056 |
| Kern | March 16, 2016 | 0216032356 |
| Lake | March 24, 2016 | 2016003595 |
| Los Angeles | March 24, 2016 | 20160325694 |
| Marin | March 24, 2016 | 2016-0012237 |
| Monterey | March 24, 2016 | 2016015168 |
| San Joaquin | March 24, 2016 | 2016-033300 |
| San Mateo | March 24, 2016 | 2016-026192 |
| Santa Clara | March 24, 2016 | 23253981 |
| Solano | March 24, 2016 | 201600023269 |
| Sonoma | March 24, 2016 | 2016026350 |
| Tulare | March 24, 2016 | 2016-0015981 |
| Ventura | March 24, 2016 | 20160324-00039701-0 |
| Yuba | March 24, 2016 | 2016-003372 |

Sixty-first Supplemental Indenture

| County or City and County | Date of Recordation | Book and Page Document No. |
|--------------------------------------|----------------------------|---------------------------------------|
| Alameda | September 20, 2018 | 2018183897 |
| Butte | September 21, 2018 | 2018-0032709 |
| Fresno | September 20, 2018 | 2018-0115338 |
| Glenn | September 20, 2018 | 2018-3788 |
| Kern | September 20, 2018 | 218124147 |
| Lake | October 9, 2018 | 2018012937 |
| Los Angeles | September 20, 2018 | 20180967205 |
| Marin | September 20, 2018 | 20180033309 |
| Monterey | October 5, 2018 | 2018044529 |
| San Joaquin | September 21, 2018 | 2018105521 |
| San Mateo | September 20, 2018 | 2018-073742 |
| Santa Clara | September 24, 2018 | 24029689 |
| Solano | September 20, 2018 | 201800064338 |
| Sonoma | September 20, 2018 | 2018066353 |
| Tulare | September 20, 2018 | 2018-0052003 |
| Ventura | September 20, 2018 | 20180920-00107550-0 |
| Yuba | September 20, 2018 | 2018011780 |



June 11, 2019

For immediate release

NEWS RELEASE: Cal Water Sells \$400 Million of First Mortgage Bonds

SAN JOSE, Calif. — California Water Service Group (NYSE: CWT) announced today that California Water Service Company (Cal Water), a wholly owned subsidiary of California Water Service Group, sold \$400,000,000 in aggregate principal amount of First Mortgage Bonds in a private placement.

The financing consists of \$100,000,000 of 3.40% bonds, series VVV, maturing June 11, 2029; \$100,000,000 of 4.07% bonds, series WWW, maturing June 11, 2049; and \$200,000,000 of 4.17% bonds, series YYY, maturing June 11, 2059 (the Bonds). The Bonds closed on June 11, 2019.

Interest on the Bonds will accrue semi-annually and be payable in arrears. The Bonds will rank equally with all of Cal Water's other First Mortgage Bonds and will be secured by liens on Cal Water's properties, subject to certain exceptions and permitted liens.

Cal Water plans to use the net proceeds from the sale of the Bonds to pay down outstanding short-term borrowings and to redeem bond series UUU.

The Bonds have not been registered under the Securities Act of 1933 and may not be offered or sold in the United States absent registration or an applicable exemption from registration requirements. This announcement is neither an offer to sell nor a solicitation of an offer to buy any of the Bonds. The matters discussed in this release include forward-looking statements. These statements are based on current expectations or beliefs and are subject to factors and uncertainties that could cause actual results to differ materially from those described in the forward-looking statements. California Water Service Group is providing this information as of the date of this news release and assumes no obligation to update any forward-looking statement to reflect events or circumstances occurring after the date of this press release.

calwatergroup.com





1720 N. First Street, San Jose, CA 95112

About California Water Service Group

California Water Service Group is the parent company of California Water Service, Washington Water Service, New Mexico Water Service, Hawaii Water Service, CWS Utility Services, and HWS Utility Services. Together, these companies provide regulated and non-regulated water service to nearly 2 million people in California, Washington, New Mexico, and Hawaii. California Water Service Group's common stock trades on the New York Stock Exchange under the symbol "CWT." Additional information is available online at www.calwatergroup.com.

This news release contains forward-looking statements within the meaning established by the Private Securities Litigation Reform Act of 1995 ("Act"). The forward-looking statements are intended to qualify under provisions of the federal securities laws for "safe harbor" treatment established by the Act.

Forward-looking statements are based on currently available information, expectations, estimates, assumptions and projections, and management's judgment about the Company, the water utility industry and general economic conditions. Such words as expects, intends, plans, believes, estimates, assumes, anticipates, projects, predicts, forecasts or variations of such words or similar expressions are intended to identify forward-looking statements. The forward-looking statements are not guarantees of future performance. They are subject to uncertainty and changes in circumstances. Actual results may vary materially from what is contained in a forward-looking statement. Factors that may cause a result different than expected or anticipated include, but are not limited to: governmental and regulatory commissions' decisions; consequences of eminent domain actions relating to our water systems; changes in regulatory commissions' policies and procedures; the timeliness of regulatory commissions' actions concerning rate relief and other actions; increased risk of inverse condemnation losses as a result of climate conditions; inability to renew leases to operate water systems owned by others on beneficial terms; changes in California State Water Resources Control Board water quality requirements; changes in environmental compliance and water quality requirements; electric power interruptions; housing and customer growth index; the impact of opposition to rate increases; our ability to recover costs; availability of water supplies; issues with the implementation, maintenance or security of our information technology systems; civil disturbances or terrorist threats or acts, or apprehension about the possible future occurrences of acts of this type; the adequacy of our efforts to mitigate physical and cyber security risks and threats; the ability of our enterprise risk management framework to identify or address risks adequately; labor relations matters as we negotiate with the unions; restrictive covenants in or changes to the credit ratings on our current or future debt that could increase our financing costs or affect our ability to borrow, make payments on debt, or pay dividends; changes in customer water use patterns and the effects of conservation; the impact weather, climate, natural disasters, and diseases on water quality, water availability, water sales and operating results, and the adequacy of our emergency preparedness; and, other risks and unforeseen events. When considering forward-looking statements, you should keep in mind the cautionary statements included in this paragraph, as well as the annual 10-K, Quarterly 10-Q, and other reports filed from time-to-time with the Securities and Exchange Commission (SEC). The Company assumes no obligation to provide public updates of forward-looking statements.

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