

AMENDMENT NO. 1
OF THE AMENDED AND RESTATED TRUST AGREEMENT ESTABLISHING THE
RETIREMENT PLAN OF THE CONTRA COSTA WATER DISTRICT

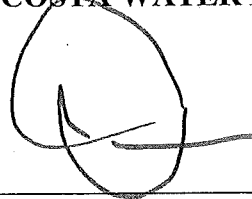
On December 21, 2011, Contra Costa Water District, Wells Fargo Bank as Corporate Trustee, and Kurt G. Ladensack as Plan Administrator, agreed that the Amended and Restated Trust Agreement of the parties establishing the retirement plan of Contra Costa Water District, dated July 10, 2011, is hereby amended effective forthwith as follows:

Effective January 1, 2012, Appendix E "Adjustment of Retirement Income" is amended by adding thereto the following:

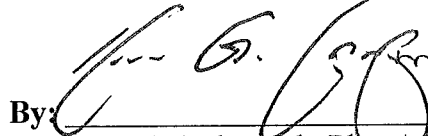
"The retirement income paid after December 31, 2011 to each participant who retired prior to January 1, 2011 shall be 1.018 times the amount that would otherwise be paid to the participant pursuant to the foregoing provisions of the agreement."

IN WITNESS WHEREOF, the parties hereto have executed this Amendment No. 1 on the date first above written. In the case of the corporate parties, execution was by their respective officers thereto duly authorized.

CONTRA COSTA WATER DISTRICT

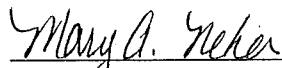


By: _____
Joseph L. Campbell, President



By: _____
Kurt G. Ladensack, Plan Administrator

ATTEST:



Mary A. Neher
District Secretary

**WELLS FARGO BANK
as Corporate Trustee**

By: _____

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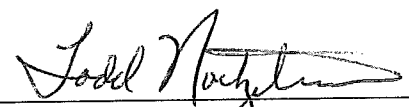
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Kurt G. Ladensack, Plan Administrator

ATTEST:

Mary A. Neher
District Secretary

WELLS FARGO BANK
as Corporate Trustee

By: 
TODD NOETZELMAN - VICE PRESIDENT