

Attachment D

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PARCEL MAP GUARANTEE

Fee: \$150.00

Subdivision: Aurignac-Cederquist

First American Title Insurance Company
a corporation

GUARANTEES

The County of Monterey and any City within which said subdivision is located in a sum not exceeding \$1,000.00.

That, according to those public records which, under the recording laws, impart constructive notice of matters affecting the title to the land included within the exterior boundary shown on the map of the above referenced subdivision, the only parties having any record title interest in said land whose signatures are necessary, under the requirements of the Subdivision Map Act, on the certificates consenting to the recordation of said map and offering for dedication any streets, roads, avenues and other easements offered for dedication by said map are:

JACQUELINE TRAYNOR, TRUSTEE OF THE 1986 HELEN AURIGNAC REVOCABLE TRUST UNDER
DECLARATION OF TRUST DATED SEPTEMBER 23, 1986

JACQUELINE R. TRAYNOR,

LESLIE ANN AURIGNAC,

PAUL ALBERT AURIGNAC,

LESLIE A. CEDERQUIST

PAULETTE A. AURIGNAC,

JEFFREY DENNIS TRAYNOR,

MICHAEL PAUL TRAYNOR,

GREG MICHAEL TRAYNOR,

JACQUELINE ROSE TRAYNOR

LESLIE A. AURIGNAC,

GARRISSERE RANCH COMPANY, A CALIFORNIA GENERAL PARTNERSHIP, AS OWNERS

The map hereinbefore referred to is a subdivision of:

PARCEL 1:

ALL THAT PORTION OF SECTION 4, TOWNSHIP 23 SOUTH, RANGE 10 EAST, IN THE COUNTY OF MONTEREY, STATE OF CALIFORNIA, ACCORDING TO THE OFFICIAL PLAT THEREOF, LYING WESTERLY OF THE FOLLOWING DESCRIBED LINE:

COMMENCING AT A POINT ON THE SOUTHERLY LINE OF SAID SECTION 4 LYING 990 FEET WESTERLY FROM THE SOUTHEAST CORNER OF SAID SECTION 4; THENCE NORTHERLY 660 FEET; THENCE WESTERLY 330 FEET; THENCE NORTHERLY 330 FEET; THENCE WESTERLY 330 FEET; THENCE NORTHERLY 330 FEET; THENCE WESTERLY 330 FEET; THENCE NORTHERLY 660 FEET; THENCE WESTERLY 330 FEET; THENCE NORTHERLY 330 FEET; THENCE WESTERLY 330 FEET; THENCE NORTHERLY 22° 46' 42" WEST, 1791.96 FEET TO A POINT; THENCE NORTHERLY 1232.60 FEET TO A POINT IN THE NORTHERLY LINE OF SAID SECTION 4, WHICH IS 661.73 FEET WESTERLY FROM THE HALF SECTION POINT OF SAID SECTION 4.

EXCEPTING ALL THAT PORTION THEREOF LYING WITHIN THE S ½ OF THE S ½ OF THE S ½ OF SAID SECTION 4, ALSO EXCEPT THAT CERTAIN FIVE (5) ACRE TRACT DESCRIBED AS BEGINNING AT A POINT ON THE WESTERLY LINE OF SAID SECTION 4, 1320 FEET NORTH OF THE SOUTHWEST CORNER OF SAID SECTION 4, AND RUNNING SOUTHERLY ALONG SAID SECTION LINE, 660 FEET; THENCE AT RIGHT ANGLES EASTERLY 660 FEET; THENCE IN A DIRECT LINE IN A NORTHWESTERLY DIRECTION TO THE POINT OF BEGINNING.

ALSO EXCEPTING ALL OIL, GAS AND OTHER HYDROCARBON SUBSTANCES IN OR UNDER OR PRODUCED FROM SAID LAND.

APN: 423-081-008 (PORTION)

PARCEL 2:

THE S ½ OF THE SOUTH ½ OF THE S ½ OF SECTION 4 IN TOWNSHIP 23 SOUTH, RANGE 10 EAST, IN THE COUNTY OF MONTEREY, STATE OF CALIFORNIA, ACCORDING TO THE OFFICIAL PLAT THEREOF, ALSO THAT CERTAIN FIVE (5) ACRE TRACT DESCRIBED AS BEGINNING AT A POINT ON THE WESTERLY LINE OF SAID SECTION 4, 1320 FEET NORTH OF THE SOUTHWEST CORNER OF SAID SECTION 4, AND RUNNING SOUTHERLY ALONG SAID SECTION LINE, 660 FEET; THENCE AT RIGHT ANGLES EASTERLY 660 FEET; THENCE IN A DIRECT LINE IN A NORTHWESTERLY DIRECTION TO THE POINT OF BEGINNING.

EXCEPTING ALL OIL, GAS AND OTHER HYDROCARBON SUBSTANCES IN OR UNDER OR PRODUCED FROM SAID LAND.

APN: 423-081-008 (PORTION)

PARCEL 7:

THE NORTH ½ OF THE NORTHEAST ¼ OF SECTION 12 IN TOWNSHIP 23 SOUTH, RANGE 9 EAST, M.D.M., IN THE COUNTY OF MONTEREY, STATE OF CALIFORNIA, ACCORDING TO THE OFFICIAL PLAT THEREOF.

EXCEPTING THEREFROM 80% OF ALL OIL, GAS AND MINERALS AS DESCRIBED IN DEED RECORDED

JULY 18, 1966 IN REEL 469, PAGE 1081, OFFICIAL RECORDS.

APN: 423-061-019 (PORTION)

PARCEL 9:

THE SOUTHWEST $\frac{1}{4}$, THE WEST $\frac{1}{2}$ OF THE SOUTHEAST $\frac{1}{4}$ AND THE NORTHEAST $\frac{1}{4}$ OF THE NORTHEAST $\frac{1}{4}$ OF SECTION 13, THE SOUTHEAST $\frac{1}{4}$ OF THE SOUTHEAST $\frac{1}{4}$ OF SECTION 12, ALL IN TOWNSHIP 23 SOUTH, RANGE 9 EAST, M.D.M., ACCORDING TO THE OFFICIAL PLAT THEREOF, IN THE COUNTY OF MONTEREY, STATE OF CALIFORNIA.

EXCEPTING AND RESERVING, HOWEVER, TO THE UNITED STATES ALL THE COAL AND OTHER MINERALS IN THE LANDS SO ENTERED AND PATENTED, TOGETHER WITH THE RIGHT TO PROSPECT FOR, MINE AND REMOVE THE SAME PURSUANT TO THE PROVISIONS AND LIMITATIONS OF THE ACT OF DECEMBER 29, 1916 (39 STAT. 862), AS CONTAINED IN PATENT RECORDED IN BOOK 43, PAGE 207 OF OFFICIAL RECORDS, MONTEREY COUNTY.

ALSO EXCEPTING AND RESERVING AN UNDIVIDED 49% OF ALL OIL, GAS, HYDROCARBONS, AND OTHER MINERALS OF WHATSOEVER NATURE LYING IN OR UNDER SAID LANDS, EXCEPTED IN THE DEED FROM J. ROBERT PERI ETAL, DATED OCTOBER 24, 1960 AND RECORDED OCTOBER 29, 1963 IN VOLUME 2093, OFFICIAL RECORDS, PAGE 448.

APN: 423-061-055, 423-061-059, 423-061-060, 423-061-061 AND 423-061-019 (PORTION)

PARCEL 10:

DELETED

PARCEL 11:

DELETED

PARCEL 14:

THE SOUTH $\frac{1}{2}$ OF THE SOUTHEAST $\frac{1}{4}$ OF SECTION 8 IN TOWNSHIP 23 SOUTH, RANGE 10 EAST, M.D.M., IN THE COUNTY OF MONTEREY, STATE OF CALIFORNIA, ACCORDING TO THE OFFICIAL PLAT THEREOF.

EXCEPTING THEREFROM ALL THE COAL AND OTHER MINERALS IN SAID LAND WITH THE RIGHT TO PROSPECT FOR, MINE, REMOVE THE SAME AS RESERVED IN THE DEED RECORDED MAY 23, 1935 IN BOOK 434, PAGE 278, OFFICIAL RECORDS, MONTEREY COUNTY.

APN: 423-081-028 (PORTION)

PARCEL 15:

THE NORTHEAST $\frac{1}{4}$ OF THE NORTHEAST $\frac{1}{4}$ OF SECTION 8 IN TOWNSHIP 23 SOUTH, RANGE 10 EAST, M.D.M., IN THE COUNTY OF MONTEREY, STATE OF CALIFORNIA, ACCORDING TO THE OFFICIAL PLAT THEREOF.

EXCEPTING THEREFROM ALL OIL, GAS AND/OR MINERALS IN AND UNDER SAID LANDS, WHICH ARE

EXPRESSLY RESERVED UNTO THE GRANTOR, HIS HEIRS AND ASSIGNS, TOGETHER WITH THE RIGHT OF THE GRANTOR, HIS HEIRS, ASSIGNS, LESSEES AND LEGAL REPRESENTATIVES AT ALL TIMES TO ENTER ON THE SAID LANDS AND TAKE OIL, THE USUAL, NECESSARY OR CONVENIENT MEANS TO BORE WELLS, MAKE EXCAVATIONS AND TO REMOVE ALL THE OIL, GAS AND/OR MINERALS HEREIN RESERVED AND FOUND THEREON, AS RESERVED IN THE DEED RECORDED JUNE 25, 1945 IN BOOK 869, PAGE 366, OFFICIAL RECORDS.

APN: 423-081-028 (PORTION)

PARCEL 16:

THE NORTHWEST $\frac{1}{4}$, THE NORTHWEST $\frac{1}{4}$ OF THE NORTHEAST $\frac{1}{4}$ OF SECTION 8, TOWNSHIP 23 SOUTH, RANGE 10 EAST, M.D.M., IN THE COUNTY OF MONTEREY, STATE OF CALIFORNIA, ACCORDING TO THE OFFICIAL PLAT THEREOF.

EXCEPTING AND RESERVING, ALSO, TO THE UNITED STATES ALL THE OIL AND GAS IN THE LANDS SO PATENTED, AND TO IT, OR PERSONS AUTHORIZED BY IT, THE RIGHT TO PROSPECT FOR, MINE, AND REMOVE SUCH DEPOSITS FROM THE SAME UPON COMPLIANCE WITH THE CONDITIONS AND SUBJECT TO THE PROVISIONS AND LIMITATIONS OF THE ACT OF JULY 17, 1914 (38 STAT. 509). THIS ENTRY IS MADE UNDER SECTION 29 OF THE ACT OF FEBRUARY 25, 1920 (41 STAT. 437), AND THE ACT OF MARCH 4, 1933 (47 STAT. 1570), AND THE PATENT IS ISSUED SUBJECT TO THE RIGHTS OF THE PRIOR PERMITTEES OR LESSEES TO USE SO MUCH OF THE SURFACE OF SAID LANDS AS IS REQUIRED FOR MINING OPERATIONS, WITHOUT COMPENSATION TO THE PATENTEES FOR DAMAGES RESULTING FROM PROPER MINING OPERATIONS, AS CONTAINED IN THE PATENT RECORDED MARCH 5, 1962 IN REEL 28, PAGE 99, OFFICIAL RECORDS.

APN: 423-081-028 (PORTION)

PARCEL 17:

THE SOUTHWEST $\frac{1}{4}$, THE SOUTH $\frac{1}{2}$ OF THE NORTHEAST $\frac{1}{4}$, AND THE NORTH $\frac{1}{2}$ OF THE SOUTHEAST $\frac{1}{4}$ OF SECTION 8 IN TOWNSHIP 23 SOUTH, RANGE 10 EAST, M.D.M., IN THE COUNTY OF MONTEREY, STATE OF CALIFORNIA, ACCORDING TO THE OFFICIAL PLAT THEREOF.

EXCEPTING AND RESERVING, HOWEVER, TO THE UNITED STATES ALL THE COAL AND OTHER MINERALS IN THE LANDS SO ENTERED AND PATENTED, TOGETHER WITH THE RIGHT TO PROSPECT FOR, MINE AND REMOVE THE SAME PURSUANT TO THE PROVISIONS AND LIMITATIONS OF THE ACT OF DECEMBER 29, 1916 (39 STAT. 862), AS RECITED IN PATENT RECORDED MAY 9, 1925 IN BOOK 57, PAGE 356, OFFICIAL RECORDS, MONTEREY COUNTY.

APN: 423-081-028 (PORTION)

PARCEL 18:

LOTS 1, 2, 3, 4 AND 5; SOUTH $\frac{1}{2}$ OF THE NORTHWEST QUARTER, NORTH $\frac{1}{2}$ OF THE SOUTH $\frac{1}{2}$ AND NORTH $\frac{1}{2}$ OF THE SOUTH $\frac{1}{2}$ OF THE SOUTH $\frac{1}{2}$ OF SECTION 4, TOWNSHIP 23 SOUTH, RANGE 10 EAST, M.D.M., IN THE COUNTY OF MONTEREY, STATE OF CALIFORNIA, ACCORDING TO THE OFFICIAL PLAT THEREOF.

EXCEPTING THEREFROM ALL THAT PORTION LYING WESTERLY OF THE FOLLOWING DESCRIBED LINE:

COMMENCING AT A POINT ON THE SOUTHERLY LINE OF SAID SECTION 4 LYING 990 FEET WESTERLY FROM THE SOUTHEAST CORNER OF SECTION 4; THENCE NORTHERLY 660 FEET; THENCE WESTERLY 330 FEET; THENCE NORTHERLY 330 FEET; THENCE WESTERLY 330 FEET; THENCE NORTHERLY 330 FEET; THENCE WESTERLY 330 FEET; THENCE NORTHERLY 660 FEET; THENCE WESTERLY 330 FEET; THENCE NORTHERLY 330 FEET; THENCE WESTERLY 330 FEET; THENCE NORTH 22° 46' 42" WEST, 1791.96 TO A POINT; THENCE NORTHERLY 1232.60 FEET, TO A POINT IN THE NORTHERLY LINE OF SAID SECTION 4, WHICH IS 661.73 FEET WESTERLY FROM THE HALF SECTION POINT OF SAID SECTION 4.

ALSO EXCEPTING ANY PORTION LYING IN THE STATE HIGHWAY.

ALSO EXCEPTING ANY OIL, GAS AND OTHER HYDROCARBON SUBSTANCES IN OR UNDER OR PRODUCED FROM SAID LAND.

APN: 423-081-008 (PORTION)

PARCEL 19:

THE SOUTHWEST ¼ OF THE NORTHEAST ¼ OF SECTION 4 IN TOWNSHIP 23 SOUTH, RANGE 10 EAST, M.D.M., IN THE COUNTY OF MONTEREY, STATE OF CALIFORNIA, ACCORDING TO THE OFFICIAL PLAT THEREOF.

EXCEPTING ANY PORTION LYING IN THE STATE HIGHWAY.

APN: 423-081-008 (PORTION)

PARCEL 21:

THE EAST ½ OF THE SOUTHEAST ¼ OF SECTION 31, TOWNSHIP 22 SOUTH, RANGE 10 EAST, M.D.M., IN THE COUNTY OF MONTEREY, STATE OF CALIFORNIA, ACCORDING TO THE OFFICIAL PLAT THEREOF.

EXCEPTING THEREFROM AN UNDIVIDED 80% OF ALL OIL, GAS AND MINERALS DESCRIBED IN THE DEED TO JACQUELINE ROSE TRAYNER, ET AL, RECORDED JULY 8, 1966 IN REEL 468, PAGE 795, AND RERECORDED JULY 18, 1966 IN REEL 469, PAGE 1081, OFFICIAL RECORDS OF SAID COUNTY.

APN: 422-121-037 (PORTION) AND 423-121-038

PARCEL 23:

THE SOUTHEAST ¼ OF THE NORTHEAST ¼, AND THE NORTHEAST ¼ OF THE SOUTHEAST ¼ OF SECTION 12 IN TOWNSHIP 23 SOUTH, RANGE 9 EAST, THE COUNTY OF MONTEREY, STATE OF CALIFORNIA, ACCORDING TO THE OFFICIAL PLAT THEREOF.

EXCEPTING AND RESERVING, ALSO, TO THE UNITED STATES ALL THE OIL AND GAS IN THE LANDS SO PATENTED, AND TO IT, OR PERSONS AUTHORIZED BY IT, THE RIGHT TO PROSPECT FOR, MINE, AND REMOVE SUCH DEPOSITS FROM THE SAME UPON COMPLIANCE WITH THE CONDITIONS AND SUBJECT TO THE PROVISIONS AND LIMITATIONS OF THE ACT OF JULY 17, 1914 (38 STAT. 509). THIS ENTRY IS MADE UNDER SECTION 29 OF THE ACT OF FEBRUARY 25, 1920 (42 STAT. 437), AND THE ACT OF MARCH 4, 1933 (47 STAT. 1570), AND THE PATENT IS ISSUED SUBJECT TO THE RIGHTS OF THE PRIOR PERMITTEES OR LESSEES TO USE SO MUCH OF THE SURFACE OF SAID LANDS, AS IS REQUIRED FOR

MINING OPERATIONS, WITHOUT COMPENSATION TO THE PATENTEES FOR DAMAGES RESULTING FROM PROPER MINING OPERATIONS, AS CONTAINED IN THE PATENT RECORDED MARCH 5, 1962 IN REEL 28, PAGE 99, OFFICIAL RECORDS.

APN: 423-061-020

PARCEL 24:

THE SOUTHWEST $\frac{1}{4}$ OF THE NORTHEAST $\frac{1}{4}$ AND THE NORTHWEST $\frac{1}{4}$ OF THE SOUTHEAST $\frac{1}{4}$, THE SOUTHWEST $\frac{1}{4}$ OF THE SOUTHEAST $\frac{1}{4}$, THE NORTHEAST $\frac{1}{4}$ OF THE SOUTHWEST $\frac{1}{4}$, AND THE SOUTHEAST $\frac{1}{4}$ OF THE NORTHWEST $\frac{1}{4}$ OF SECTION 12, THE NORTHWEST $\frac{1}{4}$ OF THE NORTHEAST $\frac{1}{4}$, AND THE SOUTH $\frac{1}{2}$ OF THE NORTHEAST $\frac{1}{4}$ AND THE EAST $\frac{1}{2}$ OF THE SOUTHEAST $\frac{1}{4}$ OF SECTION 13, ALL IN TOWNSHIP 23 SOUTH, RANGE 9 EAST, M.D.M., IN THE COUNTY OF MONTEREY, STATE OF CALIFORNIA, ACCORDING TO THE OFFICIAL PLAT THEREOF.

EXCEPTING THEREFROM 80% OF ALL OIL, GAS AND MINERALS.

APN: 423-061-058 AND 423-061-019 (PORTION)

PARCEL 26:

THE SOUTH $\frac{1}{2}$ OF THE NORTHEAST $\frac{1}{4}$, THE SOUTHEAST $\frac{1}{4}$ OF THE NORTHWEST $\frac{1}{4}$, THE EAST $\frac{1}{2}$ OF THE SOUTHWEST $\frac{1}{4}$, THE SOUTHWEST $\frac{1}{4}$ OF THE SOUTHEAST $\frac{1}{4}$ OF SECTION 1 IN TOWNSHIP 23 SOUTH, RANGE 9 EAST, M.D.M., IN THE COUNTY OF MONTEREY, STATE OF CALIFORNIA, ACCORDING TO THE OFFICIAL PLAT THEREOF.

EXCEPTING AND RESERVING, HOWEVER, TO THE UNITED STATES ALL THE COAL AND OTHER MINERALS IN THE LANDS SO ENTERED AND PATENTED, TOGETHER WITH THE RIGHT TO PROSPECT FOR, MINE AND REMOVE THE SAME PURSUANT TO THE PROVISIONS AND LIMITATIONS OF THE ACT OF DECEMBER 29, 1916 (39 STAT. 862), AS CONTAINED IN THE PATENT RECORDED JULY 1, 1935 IN BOOK 440, PAGE 61, OFFICIAL RECORDS.

APN: 423-061-016

PARCEL 27:

THE NORTH $\frac{1}{2}$ OF THE SOUTHEAST $\frac{1}{4}$, AND THE SOUTHEAST $\frac{1}{4}$ OF THE SOUTHEAST $\frac{1}{4}$ OF SECTION 1, TOWNSHIP 23 SOUTH, RANGE 9 EAST, M.D.M., IN THE COUNTY OF MONTEREY, STATE OF CALIFORNIA, ACCORDING TO THE OFFICIAL PLAT THEREOF.

EXCEPTING AND RESERVING, TO THE UNITED STATES ALL THE OIL AND GAS IN THE LANDS SO PATENTED, AND TO IT, OR PERSONS AUTHORIZED BY IT, THE RIGHT TO PROSPECT FOR, MINE, AND REMOVE SUCH DEPOSITS FROM THE SAME UPON COMPLIANCE WITH THE CONDITIONS AND SUBJECT TO THE PROVISIONS AND LIMITATIONS OF THE ACT OF JULY 17, 1914 (38 STAT. 509). THIS ENTRY IS MADE UNDER SECTION 29 OF THE ACT OF FEBRUARY 25, 1920 (41 STAT. 437), AND THE ACT OF MARCH 4, 1933 (47 STAT. 1570), AND THE PATENT IS ISSUED SUBJECT TO THE RIGHTS OF THE PRIOR PERMITTEES OR LESSEES TO USE SO MUCH OF THE SURFACE OF SAID LANDS AS IS REQUIRED FOR MINING OPERATIONS, WITHOUT COMPENSATION TO THE PATENTEES FOR DAMAGES RESULTING FROM PROPER MINING OPERATIONS, AS CONTAINED IN THE PATENT RECORDED MARCH 5, 1962 IN REEL 28, PAGE 99, OFFICIAL RECORDS.

APN: 423-061-018

PARCEL 30

IN TOWNSHIP 23 SOUTH, RANGE 9 EAST, M.D.M., IN THE COUNTY OF MONTEREY, STATE OF CALIFORNIA, ACCORDING TO THE OFFICIAL PLAT THEREOF:

OF SECTION 12: THE NORTHWEST $\frac{1}{4}$ OF THE SOUTHWEST $\frac{1}{4}$ AND THE SOUTH $\frac{1}{2}$ OF THE SOUTHWEST $\frac{1}{4}$

OF SECTION 13: THE NORTHEAST QUARTER OF THE NORTHWEST QUARTER.

RESERVING AND EXCEPTING ALL OILS, PETROLEUM, ASPHALTUM, GAS AND OTHER KINDRED MINERAL SUBSTANCES; AND

ALSO RESERVING THE RIGHT TO ENTER INTO AND UPON SAID PREMISES AT WILL, TO ERECT MACHINERY, SINK WELLS, BORE TUNNELS, DIG FOR, WORK ON AND REMOVE SAME FROM SAID PREMISES, TO STORE THE SAME UPON THE GROUND, TOGETHER WITH THE RIGHT OF WAY OVER AND THROUGH ANY AND ALL PARTS OF SAID PREMISES FOR THE PURPOSE OF GOING TO AND COMING FROM SAID WORKS, AND TRANSPORTING MACHINERY, TOOLS, IMPLEMENTS AND SUPPLIES FOR SAID WORKS, AND OF TRANSPORTING SAID SUBSTANCES TO A MARKET, AND THE RIGHT TO LAY PIPES TO CONDUCT OIL, WATER, TO OPERATE PIPE LINES, AND THE RIGHT TO DISPOSE OF SAID SUBSTANCES, AND OF TRANSFERRING TO THEIR GRANTEEES THEREOF THE SAME RIGHT AS HEREIN RESERVED TO THE PARTIES OF THE FIRST PART; BUT NOT TO DESTROY OR INJURE ANY CROPS, GROWING UPON, OR ANY IMPROVEMENTS ON SAID PREMISES, SUCH AS BUILDINGS, TREES, VINES, ROADS, INCLOSURES, WITHOUT MAKING JUST COMPENSATION FOR SUCH INJURY OR DESTRUCTION, AS RECITED IN THE DEED FROM LOUISE GIMBAL, A. F. GIMBAL AND M. R. GIMBAL, HIS WIFE, TO EUGENE AURIGNAC, ET AL, DATED JUNE 23, 1909 AND RECORDED JUNE 25, 1909 IN VOLUME 110 OF DEEDS, PAGE 7, MONTEREY COUNTY RECORDS.

APN: 423-061-021 AND 423-061-057

PARCEL 31

THE SOUTH $\frac{1}{2}$ OF THE NORTHWEST $\frac{1}{4}$ OF SECTION 13 IN TOWNSHIP 23 SOUTH, RANGE 9 EAST, M.D.M., IN THE COUNTY OF MONTEREY, STATE OF CALIFORNIA, ACCORDING TO THE OFFICIAL PLAT THEREOF.

EXCEPTING AND RESERVING, HOWEVER, TO THE UNITED STATES ALL THE COAL AND OTHER MINERALS IN THE LANDS SO ENTERED AND PATENTED, TOGETHER WITH THE RIGHT TO PROSPECT FOR, MINE AND REMOVE THE SAME PURSUANT TO THE PROVISIONS AND LIMITATIONS OF THE ACT OF DECEMBER 29, 1916 (39 STAT. 862), AS CONTAINED IN PATENT RECORDED SEPTEMBER 29, 1941 IN BOOK 739, PAGE 165, OFFICIAL RECORDS.

APN: 423-061 -056

PARCEL 32:

EAST $\frac{1}{2}$ OF THE SOUTHEAST $\frac{1}{4}$, NORTHWEST $\frac{1}{4}$ OF SOUTHEAST $\frac{1}{4}$ AND THE NORTHEAST $\frac{1}{4}$ OF THE SOUTHWEST $\frac{1}{4}$ OF SECTION 24, ALL IN TOWNSHIP 23 SOUTH, RANGE 9 EAST, M.D.M., IN THE COUNTY OF MONTEREY, STATE OF CALIFORNIA, ACCORDING TO THE OFFICIAL PLAT THEREOF.

EXCEPTING AN UNDIVIDED $\frac{1}{4}$ INTEREST IN AND TO ALL MINERAL RIGHTS AS EXCEPTED IN THE DEED FROM FLORENCE GLAU TO NEWELL ALTON, DATED MAY 21, 1933 AND RECORDED JUNE 7, 1933 IN VOLUME 365, PAGE 213, OFFICIAL RECORDS, MONTEREY COUNTY RECORDS.

ALSO EXCEPTING THEREFROM, HOWEVER, AND RESERVING TO GRANTOR, HER HEIRS AND ASSIGNS, ALL THE REMAINING MINERAL DEPOSITS ON OR BELOW THE SURFACE OF SAID LANDS, SUCH AS DIATOMACEOUS OR INFUSORIAL EARTH, LOCALLY KNOWN AS CHALK ROCK, AND ALL MINERAL SUBSTANCES AND MINERAL OILS, INCLUDING URANIUM ORE; WITH THE RIGHT TO MINE, EXTRACT AND SHIP THEREFROM ALL SUCH SUBSTANCES, WITH FREE RIGHT OF INGRESS AND EGRESS TO AN OVER ALL SUCH LANDS, AS WELL AS OVER SUCH OTHER LANDS BELONGING TO GRANTEES AS MAY BE NECESSARY FOR SUCH PURPOSES, AS CONTAINED IN DEED RECORDED JULY 13, 1951 IN BOOK 1319, PAGE 258, OFFICIAL RECORDS.

APN: 423-071-048

PARCEL 33:

COMMENCING AT QUARTER SECTION CORNER IN THE SOUTH BOUNDARY LINE OF SECTION 32, TOWNSHIP 22 SOUTH, RANGE 10 EAST, M.D.M., IN THE COUNTY OF MONTEREY, STATE OF CALIFORNIA, AND RUNNING; THENCE NORTH 45° EAST, DIAGONALLY ACROSS THE SOUTHWEST QUARTER OF THE SOUTHWEST QUARTER OF SAID SECTION 32 ABOVE 28.50 CHAINS TO THE NORTHEAST CORNER OF SAID SOUTHWEST QUARTER OF SAID SOUTHWEST QUARTER OF SECTION 32; THENCE SOUTH ABOUT 20 CHAINS TO THE SOUTHWEST CORNER OF SAID SOUTHWEST QUARTER OF SAID SECTION 32.

ALSO COMMENCING AT QUARTER SECTION CORNER IN THE EAST BOUNDARY LINE OF SAID SECTION 32 AND RUNNING; THENCE SOUTH 45° WEST, ABOUT 28.50 CHAINS TO THE SOUTHWEST CORNER OF THE SAID NORTHEAST QUARTER OF THE SAID SOUTHWEST QUARTER OF SAID SECTION 32; THENCE EAST ABOUT 20 CHAINS TO THE SOUTHWEST CORNER OF SAID NORTHEAST QUARTER OF SAID SOUTHWEST QUARTER OF SECTION 32 IN THE EAST BOUNDARY LINE OF SECTION 32; THENCE NORTH ABOUT 20 CHAINS ALONG THE SAID EAST BOUNDARY LINE OF SAID SECTION 32 TO THE PLACE OF BEGINNING, BEING A PORTION OF SAID NORTHEAST QUARTER OF SAID SOUTHWEST QUARTER OF SECTION 32, ALL IN TOWNSHIP 22 SOUTH, RANGE 10 EAST M.D.M., IN THE COUNTY OF MONTEREY, STATE OF CALIFORNIA.

EXCEPTING AND RESERVING; AN UNDIVIDED $\frac{1}{3}$ INTEREST IN ALL COAL, LIGNITE, COAL OIL, PETROLEUM, NAPHTHA, ASPHALTUM, BREA, BITUMEN, NATURAL GAS, AND ALL OTHER HYDROCARBON SUBSTANCES, WHICH NOW EXIST, OR AT ANY TIME HEREAFTER MAY EXIST, OR BE FOUND IN, UPON, OR UNDER THE SAID DESCRIBED LANDS, OR ANY PART OR PORTION THEREOF, WITH FULL RIGHT AND LIBERTY OF INGRESS AND EGRESS IN, TO, UPON AND OVER SAID LANDS AND EACH AND EVERY PART AND PARCEL THEREOF, AT ANY AND ALL TIMES, FOR THE PURPOSE OF PROSPECTING FOR, DIGGING, MINING, BORING AND DRILLING FOR ANY AND ALL OF SAID SUBSTANCES HEREIN RESERVED, AS AFORESAID, AND FOR THE PURPOSE OF CARRYING, HAULING AND CONVEYING THE SAME AWAY; AND WITH FULL AND PERPETUAL RIGHT TO DIG, MINE, BORE AND DRILL FOR ANY AND ALL OF SAID RESERVED SUBSTANCES, ON SAID DESCRIBED LAND OR ANY PART THEREOF; TO ERECT ALL AND EVERY KIND OF MACHINERY, DERRICKS AND BUILDING NECESSARY FOR THE PURPOSES AFORESAID; TO BUILD AND LAY OUT RAILROADS, WAGON ROADS AND OTHER ROADS, PIPE LINES AND ANY AND ALL OTHER MODES AND WAYS OF TRANSPORTING SAID SUBSTANCES, OVER, ACROSS AND UNDER SAID LANDS AND FOR CARRYING, HAULING AND CONVEYING ALL NECESSARY MATERIAL FOR THE PURPOSE OF DIGGING, MINING, BORING AND DRILLING FOR SAID SUBSTANCES, INCLUDING

MEN, PROVISIONS, FUELS, TOOLS AND MACHINERY AND MATERIAL NECESSARY FOR THE CONSTRUCTION OF TELEPHONE AND TELEGRAPH LINES AND RAILROADS USED FOR THE AFORESAID PURPOSES; ALSO THE FULL AND FREE RIGHT TO ERECT TELEPHONE AND TELEGRAPH LINES IN CONNECTION WITH SAID WORK AND ENTERPRISE, AND TO ERECT ALL NECESSARY TELEPHONE AND TELEGRAPH POLES; ALSO THE FULL AND FREE RIGHT TO APPROPRIATE AND USE SUFFICIENT PART OF THE SURFACE OF SAID LAND FOR DEPOSITING THEREON ANY OF THE SAID SUBSTANCES WHICH MAY BE GOTTEN FROM SAID LAND, AND OTHER SUBSTANCES WHICH MAY BE BROUGHT TO THE SURFACE IN THE WORK OF EXTRACTING SAID RESERVED SUBSTANCES; AND ALSO FOR RESERVOIRS FOR HOLDING ANY AND ALL OILS WHICH MAY BE TAKEN OUT OF SAID LANDS; AND ALSO FOR ERECTING THEREON BUILDINGS, MACHINE SHOPS, SHED WINDMILLS AND DERRICKS NECESSARY IN THE OPERATION, CONDUCTING AND WORKING OF SAID BUSINESS, ALSO THE FULL AND FREE RIGHT TO USE SUFFICIENT WATER FOUND IN AND UPON SAID LAND, NECESSARY IN THE EXERCISE OF ANY AND ALL OF THE OBJECT AND PURPOSES HERINBEFORE MENTIONED; AND GENERALLY TO DO ALL OTHER ACTS AND THINGS NECESSARY AND PROPER IN MINING, DIGGING, BORING AND DRILLING FOR SAID RESERVED SUBSTANCES, AND THE STORING AND MARKETING OF THE SAME, AS EXCEPTED AND RESERVED BY JOHN BERGES AND WIFE, BY DEED DATED APRIL 4, 1912, AND RECORDED IN VOLUME 123 OF DEEDS, PAGE 394, MONTEREY COUNTY RECORDS.

ALSO EXCEPTING AN UNDIVIDED 80% OF ALL OIL, GAS AND MINERALS AS CONTAINED IN THE DEED TO JACQUELINE ROSE TRAYNOR, ET AL, RECORDED JULY 18, 1966 IN REEL 469, PAGE 1081, OFFICIAL RECORDS.

APN: 422-121-040 (PORTION)

PARCEL 35:

THE SOUTHEAST $\frac{1}{4}$ OF THE SOUTHEAST $\frac{1}{4}$ OF SECTION 32, AND THE WEST $\frac{1}{2}$ OF THE SOUTHWEST $\frac{1}{4}$ OF SECTION 32, IN TOWNSHIP 22 SOUTH, RANGE 10 EAST, M.D.M., IN THE COUNTY OF MONTEREY, STATE OF CALIFORNIA, ACCORDING TO THE OFFICIAL PLAT THEREOF.

EXCEPTING AN UNDIVIDED 80% OF ALL OIL, GAS AND MINERALS AS CONTAINED IN THE DEED TO JACQUELINE ROSE TRAYNOR, ET AL, RECORDED JULY 18, 1966 IN REEL 469, PAGE 1081, OFFICIAL RECORDS.

APN: 422-121-037 (PORTION), 422-121-038 (PORTION) AND 422-121-040 (PORTION)

PARCEL 36:

THE NORTH $\frac{1}{2}$ OF SECTION 24, TOWNSHIP 23 SOUTH, RANGE 9 EAST, M.D.M., IN THE COUNTY OF MONTEREY, STATE OF CALIFORNIA, ACCORDING TO THE OFFICIAL PLAT THEREOF.

EXCEPTING THEREFROM AN UNDIVIDED 49% OF ALL OIL, GAS, HYDROCARBONS, AND OTHER MINERALS OF WHATSOEVER NATURE LYING IN OR UNDER SAID LAND AS RESERVED IN THE DEED TO JACQUELINE ROSE AURIGNAC, ET AL, RECORDED OCTOBER 26, 1960 IN BOOK 2093, PAGE 448, OFFICIAL RECORDS, MONTEREY COUNTY.

APN: 423-071-047

PARCEL 38:

LOTS 1, 2, 4 AND 5, THE WEST $\frac{1}{2}$ OF THE NORTHWEST $\frac{1}{4}$, THE SOUTHWEST $\frac{1}{4}$ OF SECTION 33,

TOWNSHIP 22 SOUTH, RANGE 10 EAST, M.D.M., IN THE COUNTY OF MONTEREY, STATE OF CALIFORNIA, ACCORDING TO THE OFFICIAL PLAT THEREOF.

EXCEPTING THEREFROM ALL THAT PORTION LYING WITHIN THE COUNTY ROAD AND THE STATE HIGHWAY.

ALSO EXCEPT PARCEL A, AS SHOWN ON MAP FILED IN VOLUME 3, PAGE 71 OF PARCEL MAPS, MONTEREY COUNTY RECORDS.

ALSO EXCEPT PARCEL A, AS SHOWN ON "RECORD OF SURVEY" FILED IN VOLUME 9, PAGE 125 OF SURVEYS, MONTEREY COUNTY RECORDS.

ALSO EXCEPT PARCEL C, AS SHOWN ON MAP FILED IN VOLUME X-4, PAGE 70, OF SURVEYS, MONTEREY COUNTY RECORDS.

ALSO EXCEPT PARCEL "A" (RANCH HEADQUARTERS) AS SHOWN ON RECORD OF SURVEY FILED JANUARY 13, 1967 IN VOLUME X-4 OF SURVEYS AT PAGE 70, MONTEREY COUNTY RECORDS.

ALSO EXCEPT PARCEL "B" IN THE COUNTY OF MONTEREY, STATE OF CALIFORNIA, ACCORDING TO THE RECORD OF SURVEY FILED JANUARY 13, 1967 IN VOLUME X-4 OF SURVEYS AT PAGE 70, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY.

ALSO EXCEPT AN UNDIVIDED 80% OF ALL OIL, GAS AND MINERALS IN AND TO THE WESTERLY 6.69 ACRES OF LOT 4; LOTS 1 AND 2; WEST ½ OF NORTHWEST ¼ AND THE SOUTHWEST ¼.

NORTHEAST ¼ OF THE NORTHEAST ¼ OF THE SOUTHEAST ¼ OF THE SOUTHWEST ¼; SOUTH ½ OF THE NORTHEAST ¼ OF THE SOUTHEAST ¼ OF THE SOUTHWEST ¼; SOUTHEAST ¼ OF THE SOUTHEAST ¼ OF THE SOUTHWEST ¼.

TOGETHER WITH THE RIGHT OF THE GRANTORS, THEIR HEIRS, ASSIGNS, LESSEES AND LEGAL REPRESENTATIVES AT ALL TIMES TO ENTER ON THE SAID LANDS AND TAKE ALL THE USUAL NECESSARY OR CONVENIENT MEANS TO BORE WELLS, MAKE EXCAVATIONS AND TO REMOVE ALL SAID OIL, GAS AND/OR MINERALS, AS RECITED IN DEED RECORDED JULY 8, 1966 IN REEL 469, PAGE 1081, OFFICIAL RECORDS.

APN: 422-23-001, 422-231-004, 422-231-011 AND 422-231-012

PARCEL 42:

NOTE: THIS PARCEL HAS BEEN INTENTIONALLY DELETED.

PARCEL 43:

PARCELS A AND B AS SHOWN ON THAT CERTAIN PARCEL MAP FILED IN THE OFFICE OF THE RECORDER OF THE COUNTY OF MONTEREY, STATE OF CALIFORNIA, ON DECEMBER 11, 1973 IN VOLUME 5 OF PARCEL MAPS AT PAGE 92.

EXCEPTING THEREFROM ALL OIL, GAS, HYDROCARBONS AND OTHER MINERALS LYING IN OR UNDER SAID LAND AS EXCEPTED IN THE DEED FROM PAUL AURIGNAC AND HELEN AURIGNAC, HIS WIFE, DATED DECEMBER 30, 1965 AND RECORDED ON DECEMBER 30, 1965 IN REEL 440, PAGE 1036, OFFICIAL RECORDS, AND AS EXCEPTED IN THE DEED FROM HELEN AURIGNAC AND JACQUELINE ROSE

TRAYNOR, EXECUTRICES UNDER THE LAST WILL AND TESTAMENT OF PAUL AURIGNAC, DECEASED, DATED NOVEMBER 26, 1971 AND RECORDED NOVEMBER 26, 1971 IN REEL 738, PAGE 227, OFFICIAL RECORDS.

APN: 422-231-005 AND 422-231-006

PARCEL 44:

SOUTH 1/2 OF NORTHEAST 1/4 AND THE SOUTH 1/2 OF SECTION 18 IN TOWNSHIP 23 SOUTH, RANGE 10 EAST, M.D.M., IN THE COUNTY OF MONTEREY, STATE OF CALIFORNIA.

THE WEST HALF OF SECTION 17, TOWNSHIP 23 SOUTH, RANGE 10 EAST, M.D.M., IN THE COUNTY OF MONTEREY, STATE OF CALIFORNIA, ACCORDING TO THE OFFICIAL PLAT THEREOF.

EXCEPTING FROM THE NORTHEAST QUARTER OF THE SOUTHWEST QUARTER OF SAID LAND ALL THE COAL AND MINERALS, TOGETHER WITH THE RIGHT TO PROSPECT FOR, MINE AND REMOVE THE SAME PURSUANT TO THE PROVISIONS AND LIMITATIONS OF THE ACT OF DECEMBER 29, 1916 (39 STAT., 862) AS EXCEPTED IN THE PATENT FORM THE UNITED STATES OF AMERICA RECORDED JULY 1, 1935 IN BOOK 440, PAGE 61, OFFICIAL RECORDS.

ALSO EXCEPTING THEREFROM THAT PORTION OF THE NORTHWEST QUARTER DESCRIBED IN THE DEED TO JOSEPH LABARERE, RECORDED JANUARY 6, 1936 IN BOOK 460, PAGE 390, OFFICIAL RECORDS.

ALSO EXCEPTING THEREFROM ALL MINERAL DEPOSITS ON OR BELOW THE SURFACE OF SAID LANDS, SUCH AS DIATOMACEOUS OR INFUSORIAL EARTH, LOCALLY KNOWN AS CHALK ROCK, AND ALL MINERAL SUBSTANCES AND MINERAL OILS, INCLUDING URANIUM ORE, WITH THE RIGHT TO MINE, EXTRACT AND SHIP THEREFROM ALL SUCH SUBSTANCES, WITH FREE RIGHT OF INGRESS AND EGRESS TO AND OVER SAID LANDS AS EXCEPTED IN THE DEED FROM VIOLET E. ALTON RECORDED JULY 31, 1951 IN BOOK 1319, PAGE 258, OFFICIAL RECORDS.

APN: 423-081-031

PARCEL 45:

LOTS 1, 2, 3 AND 4, THE SOUTH 1/2 OF THE NORTH 1/2, THE NORTH 1/2 OF THE SOUTHWEST 1/4 AND THE SOUTHWEST 1/4 OF THE SOUTHEAST 1/4, SECTION 5, TOWNSHIP 23 SOUTH, RANGE 10 EAST, M.D.M., IN THE COUNTY OF MONTEREY, STATE OF CALIFORNIA.

EXCEPTING AN UNDIVIDED 20% INTEREST IN THE OIL, GAS AND MINERALS IN SAID LAND.

APN: 423-081-006 (PORTION)

PARCEL 47:

THE SOUTHWEST 1/4 OF THE SOUTHWEST 1/4 OF SECTION 5, TOWNSHIP 23 SOUTH, RANGE 10 EAST, M.D.M., IN THE COUNTY OF MONTEREY, STATE OF CALIFORNIA, ACCORDING TO THE OFFICIAL PLAT THEREOF.

EXCEPTING THEREFROM ALL OIL, GAS AND MINERAL RIGHTS IN SAID LAND AS RESERVED IN DEED RECORDED DECEMBER 3, 1973 IN REEL 883, PAGE 280, OFFICIAL RECORDS.

APN: 423-081-006 (PORTION)

PARCEL 49:

THE SOUTHEAST $\frac{1}{4}$ OF THE SOUTHWEST $\frac{1}{4}$, THE SOUTHEAST $\frac{1}{4}$ OF THE SOUTHEAST $\frac{1}{4}$ OF SECTION 5, TOWNSHIP 23 SOUTH, RANGE 10 EAST, M.D.M., IN THE COUNTY OF MONTEREY, STATE OF CALIFORNIA, ACCORDING TO THE OFFICIAL PLAT THEREOF.

EXCEPTING ALL OIL, GAS AND/OR MINERALS IN AND UNDER SAID LANDS, TOGETHER WITH THE RIGHT AT ALL TIMES TO ENTER ON THE SAID LANDS, AND TAKE ALL THE USUAL, NECESSARY OR CONVENIENT MEANS TO BORE WELLS, MAKE EXCAVATIONS AND TO REMOVE ALL THE OIL, GAS AND/OR MINERALS HEREIN RESERVED AND FOUND THEREON, AS RECITED IN THE DEED FROM JOE LABARERE, ALSO KNOWN AS JOSEPH LABARERE, CONVEYING HIS SEPARATE PROPERTY, TO PAUL AURIGNAC AND HELEN AURIGNAC, HIS WIFE, AS JOINT TENANTS, DATED JUNE 14, 1945 AND RECORDED JULY 25, 1945 IN VOLUME 869, PAGE 366, OFFICIAL RECORDS, MONTEREY COUNTY RECORDS.

APN: 423-081-006 (PORTION)

PARCEL 50:

ALL OF SECTION 19 IN TOWNSHIP 23 SOUTH, RANGE 10 EAST, M.D.M., IN THE COUNTY OF MONTEREY, STATE OF CALIFORNIA;

WEST $\frac{1}{2}$, SOUTH $\frac{1}{2}$ OF SOUTHEAST $\frac{1}{4}$, NORTHWEST $\frac{1}{4}$ OF SOUTHEAST $\frac{1}{4}$ AND SOUTHWEST $\frac{1}{4}$ OF NORTHEAST $\frac{1}{4}$ OF SECTION 20 IN TOWNSHIP 23 SOUTH, RANGE 10 EAST, M.D.M., IN THE COUNTY OF MONTEREY, STATE OF CALIFORNIA.

EXCEPTING AND RESERVING, HOWEVER, TO THE UNITED STATES, ALL THE COAL AND OTHER MINERALS IN THE SOUTHEAST $\frac{1}{4}$ OF NORTHEAST $\frac{1}{4}$, SOUTHEAST $\frac{1}{4}$, EAST $\frac{1}{2}$ OF SOUTHWEST $\frac{1}{4}$ OF SECTION 18, AND NORTH $\frac{1}{2}$ OF NORTHEAST $\frac{1}{4}$, SOUTHWEST $\frac{1}{4}$ OF NORTHEAST $\frac{1}{4}$ AND EAST $\frac{1}{2}$ OF NORTHWEST $\frac{1}{4}$ OF SECTION 19, SO ENTERED AND PATENTED, TOGETHER WITH THE RIGHT TO PROSPECT FOR, MINE AND REMOVE THE SAME AS RECITED IN THE PATENTS OF RECORDS.

ALSO EXCEPTING AND RESERVING, ALL THE MINERAL DEPOSITS ON OR BELOW THE SURFACE SUCH AS DIATOMACEOUS OR INFUSORIAL EARTH, LOCALLY KNOWN AS CHALK ROCK, AND ALL MINERAL SUBSTANCES AND MINERAL OILS, IN AND TO THE NORTHEAST QUARTER OF THE SOUTHWEST QUARTER, NORTHWEST QUARTER OF SOUTHEAST QUARTER AND SOUTHWEST QUARTER OF NORTHEAST QUARTER OF SECTION 20, TOGETHER WITH THE RIGHT OF INGRESS AND EGRESS AND THE RIGHT TO MINE, EXTRACT AND SHIP SAID SUBSTANCES, ALL AS RESERVED IN THE DEED FROM AUGUSTE M. W. JENS, ET AL, TO EFFIE L. ALM, DATED SEPTEMBER 13, 1917 AND RECORDED IN VOLUME 151 OF DEEDS, PAGE 408, MONTEREY COUNTY RECORDS.

ALSO EXCEPTING FROM ALL THE REMAINING LANDS, BUT NOT FROM THE SOUTHEAST $\frac{1}{4}$ OF THE NORTHWEST $\frac{1}{4}$ OF SECTION 20, AN UNDIVIDED $\frac{1}{4}$ INTEREST IN AND TO ALL MINERAL RIGHTS AS EXCEPTED IN THE DEED FROM FLORENCE GLAU TO NEWELL ALTON, DATED MAY 21, 1933 AND RECORDED JUNE 7, 1933 IN VOLUME 365, OFFICIAL RECORDS, PAGE 213, MONTEREY COUNTY RECORDS.

ALSO EXCEPTING FROM THE SOUTHEAST $\frac{1}{4}$ OF NORTHWEST $\frac{1}{4}$ OF SECTION 20, ALL OIL AND

MINERALS, TOGETHER WITH THE RIGHT TO PROSPECT FOR AND REMOVE THE SAME, AS RECITED IN THE DEED FROM I. B. CORNETT AND HELEN CORNETT, HIS WIFE, TO VIOLET E. ALTON, DATED MAY 23, 1938 AND RECORDED MARCH 24, 1938 IN VOLUME 565, PAGE 246, OFFICIAL RECORDS, MONTEREY COUNTY RECORDS.

ALSO EXCEPTING THEREFROM, HOWEVER, AND RESERVING TO GRANTOR, HER HEIRS AND ASSIGNS, ALL THE REMAINING MINERAL DEPOSITS ON OR BELOW THE SURFACE OF SAID LANDS, SUCH AS DIATOMACEOUS OR INFUSORIAL EARTH, KNOWN LOCALLY AS CHALK ROCK, AND ALL MINERAL SUBSTANCES AND MINERAL OILS, INCLUDING URANIUM ORE; WITH THE RIGHT TO MINE, EXTRACT AND SHIP THEREFROM ALL SUCH SUBSTANCES, WITH FREE RIGHT OF INGRESS AND EGRESS TO AND OVER ALL SUCH LANDS, AS WELL AS OVER SUCH OTHER LANDS BELONGING TO GRANTEES AS MAY BE NECESSARY FOR SUCH PURPOSES, AS RESERVED IN DEED RECORDED JULY 31, 1951 IN BOOK 1319, PAGE 258, OFFICIAL RECORDS.

APN: 423-091-001 AND 423-091-002

PARCEL 51:

U. S. LOTS 2, 5, 6, AND 7; THE SOUTH ½ OF THE NORTHEAST ¼; THE SOUTHEAST ¼ OF THE NORTHWEST ¼; THE EAST ½ OF THE SOUTHWEST ¼; THE NORTH ½ OF THE SOUTHEAST ¼; AND THE SOUTHWEST ¼ OF THE SOUTHEAST ¼ OF SECTION 6, TOWNSHIP 23 SOUTH, RANGE 10 EAST, M.D.M., MONTEREY COUNTY, CALIFORNIA, ACCORDING TO THE OFFICIAL PLAT THEREOF.

EXCEPTING AND RESERVING, HOWEVER, TO THE UNITED STATES, ALL THE COAL AND OTHER MINERALS, TOGETHER WITH THE RIGHT TO PROSPECT FOR, MINE AND REMOVE THE SAME PURSUANT TO THE PROVISIONS AND LIMITATIONS OF THE ACT OF DECEMBER 29, 1916 (39 STAT., 862), AS RECITED IN THE PATENT OF RECORD.

APN: 423-081-002, 423-081-003, 423-081-005 AND 423-081-004 (PORTION)

PARCEL 52:

THE SOUTHEAST ¼ OF THE SOUTHEAST ¼, SECTION 6, TOWNSHIP 23 SOUTH, RANGE 10 EAST, M.D.M., MONTEREY COUNTY, CALIFORNIA, ACCORDING TO THE OFFICIAL PLAT THEREOF.

EXCEPTING THEREFROM ALL OIL, GAS AND/OR MINERALS IN AND UNDER SAID LANDS, TOGETHER WITH THE RIGHT AT ALL TIMES TO ENTER ON THE SAID LANDS, AND TO TAKE ALL THE USUAL, NECESSARY OR CONVENIENT MEANS TO BORE WELLS, MAKE EXCAVATIONS AND TO REMOVE ALL THE OIL, AND/OR MINERALS HEREIN RESERVED AND FOUND THEREON, AS RECITED IN THE DEED FROM JOE LABARERE, ALSO KNOWN AS JOSEPH LABARERE, CONVEYING HIS SEPARATE PROPERTY, TO PAUL AURIGNAC AND HELEN AURIGNAC, HIS WIFE, AS JOINT TENANTS, DATED JUNE 14, 1945 AND RECORDED JULY 25, 1945, OFFICIAL RECORDS.

APN: 423-081-004 (PORTION)

PARCEL 53:

U. S. LOT 1 IN SECTION 6, TOWNSHIP 23 SOUTH, RANGE 10 EAST, M.D.M., MONTEREY COUNTY, CALIFORNIA, ACCORDING TO THE OFFICIAL PLAT THEREOF.

EXCEPTING THEREFROM ALL OIL, GAS AND MINERALS.

APN: 423-081-006 (PORTION)

PARCEL 55:

LOTS 1 AND 2, THE EAST ½ OF THE NORTHWEST ¼ OF SECTION 18, TOWNSHIP 23 SOUTH, RANGE 10 EAST, M.D.M., IN THE COUNTY OF MONTEREY, STATE OF CALIFORNIA, ACCORDING TO THE OFFICIAL PLAT THEREOF.

EXCEPTING AND RESERVING, HOWEVER, TO THE UNITED STATES ALL THE COAL AND OTHER MINERALS IN THE LANDS SO ENTERED AND PATENTED, TOGETHER WITH THE RIGHT TO PROSPECT FOR, MINE AND REMOVE THE SAME PURSUANT TO THE PROVISIONS AND LIMITATIONS OF THE ACT OF DECEMBER 29, 1916 (39 STAT. 862), AS RESERVED IN PATENTS RECORDED IN BOOK 43, PAGE 207, OFFICIAL RECORDS, MONTEREY COUNTY RECORDS.

APN: 423-081-030 (PORTION)

PARCEL 56:

LOTS 1 AND 2 AND THE NORTH ½ OF THE SOUTHWEST ¼ OF THE SOUTHWEST ¼ OF SECTION 3, TOWNSHIP 23 SOUTH, RANGE 10 EAST, M.D.M., IN THE COUNTY OF MONTEREY, STATE OF CALIFORNIA, ACCORDING TO THE OFFICIAL PLAT THEREOF.

EXCEPTING THEREFROM ALL THAT PORTION OF SAID LAND LYING WITHIN THE COUNTY ROAD OR THE STATE HIGHWAY AND THAT PORTION LYING NORTHEAST OF SAID HIGHWAY.

EXCEPTING THEREFROM ALL THAT PORTION OF SAID LAND LYING WITHIN THE COUNTY ROAD OR THE STATE HIGHWAY.

ALSO EXCEPTING THEREFROM ALL GAS, OIL AND OTHER HYDROCARBON SUBSTANCES THEREIN, TOGETHER WITH THE RIGHT TO ENTER UPON SAID LAND PROSPECT FOR SAID GAS, OIL AND OTHER HYDROCARBON SUBSTANCES AND TO REMOVE THE SAME FROM SAID LAND AND ERECT AND MAINTAIN THE NECESSARY ROADS, TELEPHONE LINES, BUILDINGS AND MACHINES, AS EXCEPTED IN THE DEED FROM JOSEPH LABARERE, RECORDED OCTOBER 13, 1936 IN BOOK 497, PAGE 221, OFFICIAL RECORDS.

APN: 423-081-009

PARCEL 57:

ALL OF SECTION 9, EXCEPT THE SOUTHEAST ¼ OF THE SOUTHEAST ¼, TOWNSHIP 23 SOUTH, RANGE 10 EAST, M.D.M., IN THE COUNTY OF MONTEREY, STATE OF CALIFORNIA, ACCORDING TO THE OFFICIAL PLAT THEREOF.

EXCEPTING AND RESERVING TO THE GRANTORS HEREIN, THEIR HEIRS AND ASSIGNS, ALL THE COAL AND OTHER MINERALS IN THE SOUTH ½ OF THE SOUTHWEST ¼, TOGETHER WITH THE RIGHT TO PROSPECT FOR, MINE AND REMOVE THE SAME, AS EXCEPTED AND RESERVED IN THE DEED FROM S. N. BUNTE, ET UX, RECORDED MAY 23, 1935 IN BOOK 434, PAGE 278, OFFICIAL RECORDS, MONTEREY COUNTY, CALIFORNIA.

ALSO EXCEPTING AND RESERVING, HOWEVER, TO THE UNITED STATES ALL THE COAL AND OTHER

MINERALS IN THE NORTH ½ OF THE SOUTHWEST ¼ SO ENTERED AND PATENTED, TOGETHER WITH THE RIGHT TO PROSPECT FOR, MINE AND REMOVE THE SAME PURSUANT TO THE PROVISIONS AND LIMITATIONS OF THE ACT OF DECEMBER 29, 1916 (39 STAT. 862), AS RECITED IN PATENT RECORDED MAY 9, 1925 IN BOOK 57, PAGE 356, OFFICIAL RECORDS, MONTEREY COUNTY.

ALSO EXCEPTING FROM THE SOUTHEAST ¼ OF THE NORTHWEST ¼, ALL OIL, GAS AND/OR MINERALS WHICH IS EXPRESSLY RESERVED UNTO THE GRANTOR, HIS HEIRS & ASSIGNS, LESSEES AND LEGAL REPRESENTATIVES AT ALL TIME TO ENTER ON THE SAID LANDS AND TAKE THE USUAL, NECESSARY OR CONVENIENT MEANS TO BORE WELLS, MAKE EXCAVATIONS AND TO REMOVE ALL THE OIL, GAS AND/OR MINERALS HEREIN RESERVED AND FOUND THEREON, AS RECITED IN THE DEED RECORDED JUNE 25, 1945 IN BOOK 869, PAGE 366, OFFICIAL RECORDS, MONTEREY COUNTY, CALIFORNIA.

ALSO EXCEPTING FROM THE REMAINDER LANDS, AN UNDIVIDED 10% OF ALL OIL, GAS, HYDROCARBONS AND ALL OTHER MINERALS OF WHAT SO EVER NATURE.

APN: 423-081-027

PARCEL "A" RANCH HEADQUARTERS PARCEL:

PARCEL "A" (RANCH HEADQUARTERS) AS SHOWN ON RECORD OF SURVEY FILED JANUARY 13, 1967 IN VOLUME X-4 OF SURVEYS AT PAGE 70, MONTEREY COUNTY RECORDS.

TOGETHER WITH A RIGHT OF WAY FOR ROADWAY AND PUBLIC UTILITY PURPOSES OVER LAND UPON A STRIP OF LAND 30 FEET WIDE LYING PARTLY IN THE NORTHEAST ¼ OF THE SOUTHWEST ¼ OF SECTION 33, TOWNSHIP 22 SOUTH, RANGE 10 EAST AND LOT 2 OF SECTION 33, TOWNSHIP 22 SOUTH, RANGE 10 EAST, SAID STRIP OF LAND LYING EQUALLY 15 FEET IN EACH SIDE OF THE FOLLOWING DESCRIBED LINE:

BEGINNING AT A POINT IN THE SOUTHWESTERLY BOUNDARY OF THE ABOVE DESCRIBED PARCEL "A" FROM WHICH THE CENTERLINE AND MOST SOUTHERLY END OF SAID RIGHT OF WAY BEARS SOUTH 86° 58' 20" WEST 18.51 FEET DISTANT; THENCE ALONG SAID RIGHT OF WAY CENTERLINE:

(1) NORTH 38° 54' 26" WEST, 361.21 FEET; THENCE

(2) NORTH 31° 02' 19" WEST, 200.07 FEET; THENCE

(3) NORTH 35° 40' 55" WEST, 147.88 FEET; THENCE

(4) NORTH 40° 12' 45" WEST, 586.19 FEET, THENCE

(5) ALONG THE ARC OF A CIRCULAR CURVE TO THE RIGHT WITH A RADIUS OF 110.00 FEET THROUGH A CENTRAL ANGLE OF 101° 08' 22" FOR A DISTANCES OF 194.17 FEET; THENCE

(6) NORTH 60° 55' 37" EAST 171.56 FEET TO A POINT IN THE NORTHWESTERLY BOUNDARY OF U. S. HIGHWAY 101.

APN: 422-231-008

PARCEL 60:

LOTS 1, 2, 3, AND 4; NORTHEAST ¼ OF THE NORTHWEST ¼; NORTHEAST ¼ OF THE SOUTHWEST ¼,

AND NORTH ½ OF THE NORTHEAST ¼; AND SOUTHEAST ¼ OF THE SOUTHWEST ¼, NORTH ½ OF THE SOUTHEAST ¼, SOUTH HALF OF THE NORTHEAST ¼; AND SOUTHEAST ¼ OF THE NORTHWEST ¼ OF SECTION 7 IN TOWNSHIP 23 SOUTH, RANGE 10 EAST, MOUNT DIABLO MERIDIAN.

EXCEPTING AND RESERVING TO THE UNITED STATES ALL THE OIL AND GAS IN THE LANDS SO PATENTED TO IT, OR PERSON AUTHORIZED BY IT, THE RIGHT TO PROSPECT FOR MINE, AND REMOVE SUCH DEPOSITS FROM THE SAME UPON COMPLIANCE WITH THE CONDITIONS AND SUBJECT TO THE PROVISIONS AND LIMITATIONS OF THE ACT OF JULY 17, 1914 (38 STAT., 509). THIS ENTRY IS MADE UNDER SECTION 29 OF THE ACT OF FEBRUARY 25, 1929 (41 STAT., 437), AND THE ACT OF MARCH 4, 1933 (47 STAT., 15700, AND THE PATENT IS ISSUED SUBJECT TO THE RIGHTS OF PRIOR PERMITTEES OR LESSEES TO USE SO MUCH OF THE SURFACE LANDS AS IS REQUIRED FOR MINING OPERATIONS, WITHOUT COMPENSATION TO THE PATENTEES FOR DAMAGES RESULTING FROM PROPER MINING OPERATIONS, AS RECITED IN THE PATENT OF RECORD.

APN: 423-081-029 (PORTION)

PARCEL 60-A:

THE SOUTH ½ OF THE SOUTHEAST ¼ OF SECTION 7 AND THE NORTH ¼ OF THE NORTHEAST ¼ OF SECTION 18 IN TOWNSHIP 23 SOUTH, RANGE 10 EAST, M.D.M, IN THE COUNTY OF MONTEREY, STATE OF CALIFORNIA.

EXCEPTING THEREFROM ALL OIL, GAS AND/OR MINERALS IN AND UNDER SAID LANDS, WHICH ARE EXPRESSLY RESERVED UNTO THE GRANTOR, HIS HEIRS, ASSIGNS, LESSEES AND LEGAL REPRESENTATIVES AT ALL TIMES TO ENTER ON THE SAID LANDS AND TAKE ALL THE USUAL, NECESSARY OR CONVENIENT MEANS TO BORE WELLS, MAKE EXCAVATIONS AND TO REMOVE ALL THE OIL, GAS AND/OR MINERALS HEREIN RESERVED AND FOUND THEREON, AS RECITED IN THE DEED FROM JOE LABARERE ALSO KNOWN AS JOSEPH LABARERE, CONVEYING HIS SEPARATE PROPERTY, TO PAUL AURIGNAC AND HELEN AURIGNAC, HIS WIFE, AS JOINT TENANTS, DATED JUNE 14, 1945, AND RECORDED JUNE 25, 1945 IN VOLUME 869, OFFICIAL RECORDS AT PAGE 366, SERIES NO. 7374, MONTEREY COUNTY RECORDS.

APN: 423-081-029 (PORTION) AND 423-081-030 (PORTION)

GARRISSERE RANCH PARCEL:

PARCEL 61:

LOTS 1, 2 AND 3, OF SECTION 28, TOWNSHIP 22 SOUTH, RANGE 10 EAST, M. D. B. & M.

LOTS 1, 2; AND WEST HALF OF NORTHEAST QUARTER; EAST HALF OF NORTHWEST QUARTER, SOUTHWEST QUARTER OF NORTHWEST QUARTER, AND SOUTH HALF OF SECTION 29, TOWNSHIP 22, SOUTH RANGE 10 EAST, M. D. B. & M. SOUTH HALF OF SOUTHEAST QUARTER, AND SOUTHEAST QUARTER OF SOUTHWEST QUARTER OF SECTION 30, TOWNSHIP 22 SOUTH, RANGE 10 EAST, M. D. B. & M. NORTH HALF OF NORTHWEST QUARTER; SOUTHEAST QUARTER OF NORTHWEST QUARTER; EAST HALF OF SOUTHWEST QUARTER; NORTHEAST QUARTER; AND ALL THAT PORTION OF THE NORTH HALF OF THE SOUTHEAST QUARTER AND SOUTHWEST QUARTER OF THE SOUTHEAST QUARTER OF SECTION 32, TOWNSHIP 22 SOUTH, RANGE 10 EAST, M. D. B. & M., WHICH LIES NORTH AND WEST OF A LINE WHICH COMMENCES AT THE SOUTHWEST CORNER OF THE SOUTHEAST QUARTER OF SAID SECTION 32; AND RUNS THENCE; NORTHEAST IN A DIRECT LINE TO THE NORTHEAST CORNER OF THE SOUTHEAST QUARTER OF SAID SECTION 32.

EXCEPTING THEREFROM ONE-THIRD OF ALL COAL, LIGNITE, COAL OIL, PETROLEUM, NAPHTHA, ASPHALTUM, BREA, BITUMEN, NATURAL GAS, AND ALL OTHER HYDRO-CARBON SUBSTANCES, WHICH NOW EXIST, OR AT ANY TIME HEREAFTER MAY EXIST, OR BE FOUND IN, UPON, OR UNDER THE SAID DESCRIBED LANDS, OR ANY PART OR PORTION THEREOF, WITH FULL RIGHTS AND LIBERTY OF ENGRESS AND EGRESS IN, TO, UPON AND OVER, SAID LANDS AN EACH AND EVERY PART AND PARCEL THEREOF, AT ANY AND ALL TIMES, FOR THE PURPOSE OF PROSPECTING FOR, DIGGING, MINE, BORING AND DRILLING FOR ANY AND ALL OF SAID SUBSTANCES AS RESERVED IN DEED FROM JOHN BERGES, ET UX RECORDED APRIL 8, 1912 IN BOOK 123, PAGE 394 OF DEEDS, RECORDS OF MONTEREY COUNTY.

ALSO EXCEPTING FROM SECTION 28 AND 29 DESCRIBED ABOVE THAT PORTION CONVEYED TO THE STATE OF CALIFORNIA FOR PUBLIC HIGHWAY PURPOSES BY DEEDS RECORDED DECEMBER 27, 1932 IN BOOK 353, PAGE 237, 282, AND 371 (A PORTION OF WHICH WAS ABANDONED BY INSTRUMENT RECORDED OCTOBER 18, 1934 IN BOOK 411, PAGE 296) AND BY DEEDS RECORDED SEPTEMBER 15, 1961 IN BOOK 2183, PAGE 320; RECORDED OCTOBER 6, 1961 IN BOOK 2190, PAGE 97, ALL OF OFFICIAL RECORDS OF MONTEREY COUNTY.

ALSO EXCEPTING THEREFROM ALL THAT PORTION OF SAID LAND AS DESCRIBED IN THE DEED EXECUTED BY GARCIEUSE GARRISSERE ET AL, TO A.J. GARRISSERE ALSO KNOWN AS ALPHONSE GARRISSERE AND MARIE GARRISSERE, HIS WIFE, RECORDED NOVEMBER 17, 1930, IN VOLUME 265 AT PAGE 485, OFFICIAL RECORDS.

APN: 422-121-035, 422-121-039, 422-121-051 AND 422-121-052

PARCEL 62:

THE NORTHEAST QUARTER OF SECTION THIRTY-ONE, TOWNSHIP TWENTY-TWO SOUTH, RANGE 10 EAST OF MOUNT DIABLO BASE AND MERIDIAN, ACCORDING TO THE UNITED STATES GOVERNMENT SURVEY THEREOF.

EXCEPTING ALL OIL, GAS AND/OR MINERALS IN AND TO SAID LANDS, TOGETHER WITH THE RIGHT OF THE GRANTOR, HIS HEIRS, ASSIGNS, LESSEES AND LEGAL REPRESENTATIVES AT ALL TIMES TO ENTER ON THE ABOVE DESCRIBED LAND AND TO TAKE ALL OF THE USUAL NECESSARY OR CONVENIENT MEANS TO BORE WELLS, MAKE EXCAVATIONS AND TO REMOVE THE OIL, AND/OR MINERALS HEREIN RESERVED AND FOUND THEREON, AS RESERVED IN DEED FROM SYLVAIN LACOUME RECORDED FEBRUARY 20, 1948 IN BOOK 1038, PAGE 422, OFFICIAL RECORDS OF MONTEREY COUNTY.

APN: 422-121-036 (PORTION)

PARCEL 63:

LOTS 3, 4, THE EAST ½ OF THE SOUTHWEST QUARTER, THE WEST HALF OF THE SOUTHEAST QUARTER OF SECTION THIRTY-ONE, AND THE SOUTHWEST QUARTER OF THE NORTHWEST QUARTER OF SECTION THIRTY-TWO ALL IN TOWNSHIP 22 SOUTH, RANGE 10 EAST OF MOUNT DIABLO BASE AND MERIDIAN;

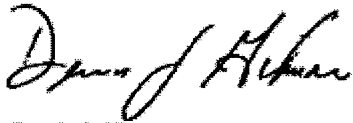
LOTS 1, 2 AND 3 OF SECTION 1, TOWNSHIP 23 SOUTH OF RANGE 9 EAST OF MOUNT DIABLO BASE AND MERIDIAN, AND LOTS THREE AND 4 OF SECTION 6, TOWNSHIP 23 SOUTH RANGE 10 EAST OF MOUNT DIABLO BASE AND MERIDIAN.

EXCEPTING AND RESERVING, HOWEVER, TO THE UNITED STATES ALL THE COAL AND OTHER MINERALS IN THE LANDS SO ENTERED AND PATENTED, TOGETHER WITH THE RIGHT TO PROSPECT FOR, MINE AND REMOVE THE SAME PURSUANT TO THE PROVISIONS AND LIMITATIONS OF THE ACT OF DECEMBER 29, 1916 (39 STAT., 862), AS RECITED IN THE PATENT RECORDED APRIL 11, 1926 IN BOOK 55, PAGE 141 OF DEEDS.

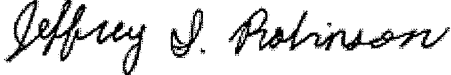
APN: 422-121-036 (PORTION), 423-061-017 AND 423-081-001

Dated: March 17, 2017

First American Title Insurance Company



Dennis J. Gilmore
President



Jeffrey S. Robinson
Secretary



SCHEDULE OF EXCLUSIONS FROM COVERAGE OF THIS GUARANTEE

1. Except to the extent that specific assurance are provided in Schedule A of this Guarantee, the Company assumes no liability for loss or damage by reason of the following:
 - (a) Defects, liens, encumbrances, adverse claims or other matters against the title, whether or not shown by the public records.
 - (b) (1) Taxes or assessments of any taxing authority that levies taxes or assessments on real property; or, (2) Proceedings by a public agency which may result in taxes or assessments, or notices of such proceedings, whether or not the matters excluded under (1) or (2) are shown by the records of the taxing authority or by the public records.
 - (c) (1) Unpatented mining claims; (2) reservations or exceptions in patents or in Acts authorizing the issuance thereof; (3) water rights, claims or title to water, whether or not the matters excluded under (1), (2) or (3) are shown by the public records.
2. Notwithstanding any specific assurances which are provided in Schedule A of this Guarantee, the Company assumes no liability for loss or damage by reason of the following:
 - (a) Defects, liens, encumbrances, adverse claims or other matters affecting the title to any property beyond the lines of the land expressly described in the description set forth in Schedule (A), (C) or in Part 2 of this Guarantee, or title to streets, roads, avenues, lanes, ways or waterways to which such land abuts, or the right to maintain therein vaults, tunnels, ramps, or any structure or improvements; or any rights or easements therein, unless such property, rights or easements are expressly and specifically set forth in said description.
 - (b) Defects, liens, encumbrances, adverse claims or other matters, whether or not shown by the public records; (1) which are created, suffered, assumed or agreed to by one or more of the Assureds; (2) which result in no loss to the Assured; or (3) which do not result in the invalidity or potential invalidity of any judicial or non-judicial proceeding which is within the scope and purpose of the assurances provided.
 - (c) The identity of any party shown or referred to in Schedule A.
 - (d) The validity, legal effect or priority of any matter shown or referred to in this Guarantee.

GUARANTEE CONDITIONS AND STIPULATIONS

1. Definition of Terms.

The following terms when used in the Guarantee mean:

- (a) the "Assured": the party or parties named as the Assured in this Guarantee, or on a supplemental writing executed by the Company.
- (b) "land": the land described or referred to in Schedule (A) (C) or in Part 2, and improvements affixed thereto which by law constitute real property. The term "land" does not include any property beyond the lines of the area described or referred to in Schedule (A) (C) or in Part 2, nor any right, title, interest, estate or easement in abutting streets, roads, avenues, alleys, lanes, ways or waterways.
- (c) "mortgage": mortgage, deed of trust, trust deed, or other security instrument.
- (d) "public records" : records established under state statutes at Date of Guarantee for the purpose of imparting constructive notice of matters relating to real property to purchasers for value and without knowledge.
- (e) "date": the effective date.

2. Notice of Claim to be Given by Assured Claimant.

An Assured shall notify the Company promptly in writing in case knowledge shall come to an Assured hereunder of any claim of title or interest which is adverse to the title to the estate or interest, as stated herein, and which might cause loss or damage for which the Company may be liable by virtue of this Guarantee. If prompt notice shall not be given to the Company, then all liability of the Company shall terminate with regard to the manner or matters for which prompt notice is required; provided, however, that failure to notify the Company shall in no case prejudice the rights of any Assured under this Guarantee unless the Company shall be prejudiced by the failure and then only to the extent of the prejudice.

3. No Duty to Defend or Prosecute.

The Company shall have no duty to defend or prosecute any action or proceeding to which the Assured is a party, notwithstanding the nature of any allegation in such action or proceeding.

4. Company's Option to Defend or Prosecute Actions; Duty of Assured Claimant to Cooperate.

Even though the Company has no duty to defend or prosecute as set forth in Paragraph 3 above:

- (a) The Company shall have the right, at its sole option and cost, to institute and prosecute any action or proceeding, interpose a defense, as limited in (b), or to do any other act which in its opinion may be necessary or desirable to establish the title to the estate or interest as stated herein, or to establish the lien rights of the Assured, or to prevent or reduce loss or damage to the Assured. The Company may take any appropriate action under the terms of this Guarantee, whether or not it shall be liable hereunder, and shall not thereby concede liability or waive any provision of this Guarantee. If the Company shall exercise its rights under this paragraph, it shall do so diligently.
- (b) If the Company elects to exercise its options as stated in Paragraph 4(a) the Company shall have the right to select counsel of its choice (subject to the right of such Assured to object for reasonable cause) to represent the Assured and shall not be liable for and will not pay the fees of any other counsel, nor will the Company pay any fees, costs or expenses incurred by an Assured in the defense of those causes of action which allege matters not covered by this Guarantee.
- (c) Whenever the Company shall have brought an action or interposed a defense as permitted by the provisions of this Guarantee, the Company may pursue any litigation to final determination by a court of competent jurisdiction and expressly reserves the right, in its sole discretion, to appeal from an adverse judgment or order.

(d) In all cases where this Guarantee permits the Company to prosecute or provide for the defense of any action or proceeding, an Assured shall secure to the Company the right to so prosecute or provide for the defense of any action or proceeding, and all appeals therein, and permit the Company to use, at its option, the name of such Assured for this purpose. Whenever requested by the Company, an Assured, at the Company's expense, shall give the Company all reasonable aid in any action or proceeding, securing evidence, obtaining witnesses, prosecuting or defending the action or lawful act which in the opinion of the Company may be necessary or desirable to establish the title to the estate or interest as stated herein, or to establish the lien rights of the Assured. If the Company is prejudiced by the failure of the Assured to furnish the required cooperation, the Company's obligations to the Assured under the Guarantee shall terminate.

5. Proof of Loss Damage.

In addition to and after the notices required under Section 2 of these Conditions and Stipulations have been provided to the Company, a proof of loss or damage signed and sworn to by the Assured shall be furnished to the Company within ninety (90) days after the Assured shall ascertain the facts giving rise to the loss or damage. The proof of loss or damage shall describe the matters covered by this Guarantee which constitute the basis of loss or damage and shall state, to the extent possible, the basis of calculating the amount of the loss or damage. If the Company is prejudiced by the failure of the Assured to provide the required proof of loss or damage, the Company's obligation to such Assured under the Guarantee shall terminate. In addition, the Assured may reasonably be required to submit to examination under oath by any authorized representative of the Company and shall produce for examination, inspection and copying, at such reasonable times and places as may be designated by any authorized representative of the Company, all records, books, ledgers, checks, correspondence and memoranda, whether bearing a date before or after Date of Guarantee, which reasonably pertain to the loss or damage. Further, if requested by any authorized representative of the Company, the Assured shall grant its permission, in writing, for any authorized representative of the Company to examine, inspect and copy all records, books, ledgers, checks, correspondence and memoranda in the custody or control of a third party, which reasonably pertain to the loss damage. All information designated as confidential by the Assured provided to the Company, pursuant to this Section shall not be disclosed to others unless, in the reasonable judgment of the Company, it is necessary in the administration of the claim. Failure of the Assured to submit for examination under oath, produce other reasonably requested information or grant permission to secure reasonably necessary information from third parties as required in the above paragraph, unless prohibited by law or governmental regulation, shall terminate any liability of the Company under this Guarantee to the Assured for that claim.

6. Options to Pay or Otherwise Settle Claims: Termination of Liability.

In case of a claim under this Guarantee, the Company shall have the following additional options:

(a) To Pay or Tender Payment of the Amount of Liability or to Purchase the Indebtedness.

The Company shall have the option to pay or settle or compromise for or in the name of the Assured any claim which could result in loss to the Assured within the coverage of this Guarantee, or to pay the full amount of this Guarantee or, if this Guarantee is issued for the benefit of a holder of a mortgage or a lienholder, the Company shall have the option to purchase the indebtedness secured by said mortgage or said lien for the amount owing thereon, together with any costs, reasonable attorneys' fees and expenses incurred by the Assured claimant which were authorized by the Company up to the time of purchase.

Such purchase, payment or tender of payment of the full amount of the Guarantee shall terminate all liability of the Company hereunder. In the event after notice of claim has been given to the Company by the Assured the Company offers to purchase said indebtedness, the owner of such indebtedness shall transfer and assign said indebtedness, together with any collateral security, to the Company upon payment of the purchase price. Upon the exercise by the Company of the option provided for in Paragraph (a) the Company's obligation to the Assured under this Guarantee for the claimed loss or damage, other than to make the payment required in that paragraph, shall terminate, including any obligation to continue the defense or prosecution of any litigation for which the Company has exercised its options under Paragraph 4, and the Guarantee shall be surrendered to the Company for cancellation.

(b) To Pay Otherwise Settle With Parties Other Than the Assured or With the Assured Claimant.

To pay or otherwise settle with other parties for or in the name of an Assured claimant any claim Assured against under this Guarantee, together with any costs, attorneys' fees and expenses incurred by the Assured claimant which were authorized by the Company up to the time of payment and which the Company is obligated to pay.

Upon the exercise by the Company of the option provided for in Paragraph (b) the Company's obligation to the Assured under this Guarantee for the claimed loss or damage, other than to make the payment required in that paragraph, shall terminate, including any obligation to continue the defense or prosecution of any litigation for which the Company has exercised its options under Paragraph 4.

7. Determination and Extent of Liability.

This Guarantee is a contract of Indemnity against actual monetary loss or damage sustained or incurred by the Assured claimant who has suffered loss or damage by reason of reliance upon the assurances set forth in this Guarantee and only to the extent herein described, and subject to the Exclusions From Coverage of This Guarantee.

The Liability of the Company under this Guarantee to the Assured shall not exceed the least of:

(a) the amount of liability stated in Schedule A or in Part 2;

(b) the amount of the unpaid principal indebtedness secured by the mortgage of an Assured mortgagee, as limited or provided under Section 6 of these Conditions and Stipulations or as reduced under Section 9 of these Conditions and Stipulations, at the time the loss or damage Assured against by this Guarantee occurs, together with interest thereon; or

(c) the difference between the value of the estate or interest covered hereby as stated herein and the value of the estate or interest subject to any defect, lien or encumbrance Assured against by this Guarantee.

8. Limitation of Liability.

(a) If the Company establishes the title, or removes the alleged defect, lien or encumbrance, or cures any other matter Assured against by this Guarantee in a reasonably diligent manner by any method, including litigation and the completion of any appeals therefrom, it shall have fully performed its obligations with respect to that matter and shall not be liable for any loss or damage caused thereby.

(b) In the event of any litigation by the Company or with the Company's consent, the Company shall have no liability for loss or damage until there has been a final determination by a court of competent jurisdiction, and disposition of all appeals therefrom, adverse to the title, as stated herein.

(c) The Company shall not be liable for loss or damage to any Assured for liability voluntarily assumed by the Assured in settling any claim or suit without the prior written consent of the Company.

9. Reduction of Liability or Termination of Liability.

All payments under this Guarantee, except payments made for costs, attorneys' fees and expenses pursuant to Paragraph 4 shall reduce the amount of liability pro tanto.

10. Payment of Loss.

(a) No payment shall be made without producing this Guarantee for endorsement of the payment unless the Guarantee has been lost or destroyed, in which case proof of loss or destruction shall be furnished to the satisfaction of the Company.

(b) When liability and the extent of loss or damage has been definitely fixed in accordance with these Conditions and Stipulations, the loss or damage shall be payable within thirty (30) days thereafter.

11. Subrogation Upon Payment or Settlement.

Whenever the Company shall have settled and paid a claim under this Guarantee, all right of subrogation shall vest in the Company unaffected by any act of the Assured claimant.

The Company shall be subrogated to and be entitled to all rights and remedies which the Assured would have had against any person or property in respect to the claim had this Guarantee not been issued. If requested by the Company, the Assured shall transfer to the Company all rights and remedies against any person or property necessary in order to perfect this right of subrogation. The Assured shall permit the Company to sue, compromise or settle in the name of the Assured and to use the name of the Assured in any transaction or litigation involving these rights or remedies. If a payment on account of a claim does not fully cover the loss of the Assured the Company shall be subrogated to all rights and remedies of the Assured after the Assured shall have recovered its principal, interest, and costs of collection.

12. Arbitration.

Unless prohibited by applicable law, either the Company or the Assured may demand arbitration pursuant to the Title Insurance Arbitration Rules of the American Arbitration Association. Arbitrable matters may include, but are not limited to, any controversy or claim between the Company and the Assured arising out of or relating to this Guarantee, any service of the Company in connection with its issuance or the breach of a Guarantee provision or other obligation. All arbitrable matters when the Amount of Liability is \$1,000,000 or less shall be arbitrated at the option of either the Company or the Assured. All arbitrable matters when the amount of liability is in excess of \$1,000,000 shall be arbitrated only when agreed to by both the Company and the Assured. The Rules in effect at Date of Guarantee shall be binding upon the parties. The award may include attorneys' fees only if the laws of the state in which the land is located permits a court to award attorneys' fees to a prevailing party. Judgment upon the award rendered by the Arbitrator(s) may be entered in any court having jurisdiction thereof.

The law of the situs of the land shall apply to an arbitration under the Title Insurance Arbitration Rules.

A copy of the Rules may be obtained from the Company upon request.

13. Liability Limited to This Guarantee; Guarantee Entire Contract.

(a) This Guarantee together with all endorsements, if any, attached hereto by the Company is the entire Guarantee and contract between the Assured and the Company. In interpreting any provision of this Guarantee, this Guarantee shall be construed as a whole.

(b) Any claim of loss or damage, whether or not based on negligence, or any action asserting such claim, shall be restricted to this Guarantee.

(c) No amendment of or endorsement to this Guarantee can be made except by a writing endorsed hereon or attached hereto signed by either the President, a Vice President, the Secretary, and Assistant Secretary, or validating officer or authorized signatory of the Company.

14. Notices, Where Sent.

All notices required to be given the Company and any statement in writing required to be furnished the Company shall include the number of this Guarantee and shall be addressed to the Company at 2 First American Way, Bldg 2, Santa Ana, California, 92707.