

## FIRST AMENDMENT TO MASTER GROUND LEASE

THIS FIRST AMENDMENT TO MASTER GROUND LEASE (this "First Amendment") is made and entered into as of 15th day of November 2016 ("Effective Date"), by and between THE CITY OF INDUSTRY, a municipality organized under the laws of the State of California ("Landlord"), and SAN GABRIEL VALLEY WATER AND POWER, LLC, a California limited liability company ("Tenant").

### RECITALS:

A. Landlord and Tenant are parties that certain Master Ground Lease dated as of May 17, 2016 (the "Original Lease").

B. Landlord and Tenant agree that the Landlord has acquired the Scout Property (as defined in the Original Lease).

C. Landlord and Tenant wish to amend certain terms and conditions of the Original Lease to recognize that Landlord has acquired the Scout Property and also to amend certain other terms and conditions of the Original Lease as set out herein (the Original Lease, as amended by the terms and conditions of this First Amendment, the "Lease").

D. In furtherance of the foregoing, Landlord and Tenant wish to enter into this First Amendment.

### AGREEMENT

NOW, THEREFORE, incorporating the foregoing recitals and in consideration of the foregoing recitals and of the mutual covenants, conditions and agreements herein contained to be done, kept and performed, Landlord and Tenant hereby agree as follows:

1. All capitalized terms used but not defined herein shall have the meaning given thereto in the Original Lease.

2. The recital set forth in paragraph D of Original Lease is hereby deleted in its entirety and replaced with the following:

*D. To facilitate Tenant's development of such projects on the Total Site, Landlord shall allow Tenant or an Affiliate or Permitted Assignee, as each are defined below (as applicable, the "Project Tenant") to enter into ground leases of portions of the Total Site in the form to be agreed upon between Landlord and Tenant from time to time pursuant to Section 24.1 hereof and attached to this Lease as an exhibit by supplement hereto, with such revisions as the parties shall approve for each Project, as defined below (each, a "Project Lease"), whereupon the premises thereunder shall be excluded from the Total Site.*

3. Section 2.3(a) of the Original Lease is hereby deleted in its entirety and replaced with the following:

*(a) prepared and submitted a request for an initial study and a notice of preparation under the California Environmental Quality Act ("CEQA") for photovoltaic solar project totaling, in the aggregate, at least four hundred fifty (450) megawatts of rated annual output ("Minimum Project") with the applicable governmental agency with jurisdiction over the relevant portion of the Total Site as defined under CEQA by June 30, 2017;*

4. Section 2.3(c) of the Original Lease is hereby deleted in its entirety and replaced with the following:

*(c) completed and submitted to the Lead Agency a draft Environmental Impact Report ("EIR") for the Minimum Project (if an EIR is required) (i) by November 30, 2018 if the Lead Agency allows Tenant to prepare the draft EIR, or (ii) by November 30, 2019 if the Lead Agency does not allow Tenant to prepare the draft EIR;*

5. Section 25.1 of the Original Lease is hereby deleted in its entirety and replaced with the following:

25.1 Landlord Funding of Certain Costs. Provided that no event of default has occurred and is continuing, from the Due Diligence Date until the fifth (5<sup>th</sup>) anniversary thereof, Landlord shall make advancements (whether for retainers, deposits or other pre-payments) and/or reimbursements to Tenant for reasonable third-party fees and costs previously incurred by Tenant or to be incurred by Tenant in the future in connection with exploring the feasibility of, and seeking approvals for, the planning and development of Solar Projects in advance of the execution of one or more Project Leases, in an aggregate amount of not more than Five Million Dollars (\$5,000,000), which sums shall be paid or reimbursed not more often than monthly, within fourteen (14) days after, and, in each case, subject to, complying with the following conditions:

25.1.1 Tenant has completed and delivered a written request for payment setting forth the dates, amounts, and payees with respect to all sums being requested by Tenant, and a description of the work performed or to be performed by each payee, plus, at Landlord's request, evidence of any such work performed (to the extent applicable).

25.1.2 Tenant has furnished, in satisfactory form and substance, (a) every six (6) months, commencing January 1, 2017, conditional mechanics' lien releases and waivers for the amounts being requested and valid full and final mechanics' lien releases and waivers for all other work performed (which shall only be provided from consultants with respect to aspects of such work that could result in a lien under applicable law), (b) to the extent available, copies of bills or and invoices covering work for which a payment or reimbursement is made, and (c) a certification confirmation from Tenant that the foregoing and that the work for which payment is requested is authorized for reimbursement under this Lease.

6. The Part of Exhibit B to the Original Lease entitled, "Scout Property" is hereby deleted in its entirety and replaced with Exhibit A to this First Amendment. In furtherance of the Original Lease and the demise of the Total Site therein and following the preparation of a more detailed legal description of the Scout Property as set forth on Exhibit A to this First Amendment, the parties hereto agree to re-demise the Scout Property as follows: Landlord, for and in consideration of the rents, covenants and agreements to be paid, kept and performed by Tenant under the Lease, hereby demises and leases unto Tenant, and Tenant hereby leases from

Landlord, the Scout Property upon and subject to the terms, covenants and conditions set forth in the Lease.

7. Except as expressly amended by this First Amendment, the provisions of the Original Lease remain unchanged and in full force and effect. In the event of any conflict or inconsistency between the terms of the Original Lease and the terms of this First Amendment, the terms of this First Amendment shall control. This First Amendment shall be effective on and after the Effective Date and any reference to the Original Lease in any other document shall be deemed to refer to the Original Lease as amended by this First Amendment.

8. This First Amendment shall be governed by and construed in accordance with the laws of the State of California, without regard to choice of law provisions.

9. All Exhibits attached to this First Amendment are hereby incorporated herein by this reference.

[Balance of page intentionally left blank. Signatures appear on next page.]

IN WITNESS WHEREOF, the parties hereto have executed this First Amendment as of the date and year first set forth above.

**"LANDLORD"**

THE CITY OF INDUSTRY,  
a municipality organized under the  
laws of the State of California

By: Paul J. Philips  
Name: Paul J. Philips  
Its: City Manager

**"TENANT"**

SAN GABRIEL VALLEY WATER AND  
POWER, LLC, a California limited liability  
company

By: Sustainable Water and Power LLC,  
a California limited liability company  
Its: Non-member manager

By: Ambient Communities LLC,  
a Delaware limited liability  
company  
Its: Sole Member

By: [Signature]  
Name: WAGE HALL  
Its: Principal

By: [Signature]  
Name: Robert Anselmo  
Its: Principal

**EXHIBIT "A"**

THE PROPERTY REFERRED TO BELOW IS SITUATED IN LOS ANGELES COUNTY, ORANGE COUNTY, AND SAN BERNARDINO COUNTY, STATE OF CALIFORNIA.

**SCOUT PROPERTY:**

PARCEL 3 (APN: 308-031-21; 308-031-26; 308-031-28; 308-031-29):

PORTIONS OF LAND IN THE UNINCORPORATED TERRITORY OF THE COUNTY OF ORANGE, STATE OF CALIFORNIA, PURSUANT TO CERTIFICATE OF COMPLIANCE NO. CC 2000-03 RECORDED FEBRUARY 09, 2001 AS INSTRUMENT NO. 20010076391 OF OFFICIAL RECORDS, DESCRIBED AS FOLLOWS:

LOTS 1 AND 2 IN SECTION 4, TOWNSHIP 3 SOUTH, RANGE 9 WEST, SAN BERNARDINO MERIDIAN, ACCORDING TO THE OFFICIAL PLAT FILED IN THE DISTRICT LAND OFFICE, FEBRUARY 17, 1868, TOGETHER WITH THE NORTH 200.00 FEET OF THAT PORTION OF THE NORTHEAST QUARTER OF SAID SECTION 4 BOUNDED NORTHERLY BY THE SOUTHERLY LINE OF SAID LOT 1 AND BOUNDED EASTERLY AND WESTERLY BY THE SOUTHERLY PROLONGATION OF THE EASTERLY AND WESTERLY LINES RESPECTIVELY, OF SAID LOT 1 AND TOGETHER WITH THE NORTH 200 FEET OF THE EAST HALF OF THE SOUTHWEST QUARTER OF THE NORTHEAST QUARTER OF SAID SECTION 4.

EXCEPTING THEREFROM THAT PORTION LYING WESTERLY OF THE EASTERLY LINE OF PARCEL NO. 7.04 OF THE DEED TO THE COUNTY OF ORANGE RECORDED JANUARY 11, 1985 AS INSTRUMENT NO. 85-009660 OF OFFICIAL RECORDS OF ORANGE COUNTY, CALIFORNIA.

ALSO EXCEPTING THEREFROM THAT PORTION LYING WITHIN THAT CERTAIN PARCEL OF LAND DESCRIBED IN A QUITCLAIM DEED TO SHELL OIL COMPANY, A DELAWARE CORPORATION, RECORDED JANUARY 31, 1964 AS INSTRUMENT NO. 26476, IN BOOK 6906, PAGE 58 OF SAID OFFICIAL RECORDS.

ALSO EXCEPTING FROM A PORTION THEREOF ALL MINERALS, MINERAL RIGHTS, OIL, OIL RIGHTS, GAS, GAS RIGHTS, AND ALL OTHER HYDROCARBONS BY WHATSOEVER NAME KNOWN IN, UPON OR UNDERLYING SAID LANDS, TOGETHER WITH THE PERPETUAL RIGHT OF DRILLING, MINING AND OPERATING THEREFORE AND REMOVING THE SAME FROM SAID LAND OR ANY OTHER LAND BY METHODS PRESENTLY EXISTING OR HEREAFTER DEVELOPED, INCLUDING THE RIGHT TO WHIPSTOCK OR DIRECTIONALLY DRILL AND MINE FROM LANDS OTHER THAN SAID LANDS, WITH OIL WELLS, GAS WELLS, TUNNELS OR SHAFTS INTO, THROUGH OR ACROSS THE SUBSURFACE OF SAID LANDS AND THE RIGHT TO BOTTOM SUCH WHIPSTOCKED OR DIRECTIONALLY DRILLED WELLS, TUNNELS OR SHAFTS UNDER AND BENEATH SAID LANDS OR BEYOND THE EXTERIOR LIMITS THEREOF AND THE RIGHT TO WHIPSTOCK OR DIRECTIONALLY DRILL OR MINE FROM THE SURFACE OF SAID LANDS INTO OTHER LANDS AND THE RIGHT TO REDRILL, RECOMPLETE, DEEPEN, RETUNNEL, EQUIP, MAINTAIN, REPAIR AND OPERATE ANY SUCH MINES OR WELLS, AS RESERVED IN THE DEED FROM SHELL OIL COMPANY, A CORPORATION, RECORDED DECEMBER 05, 1962 AS INSTRUMENT NO. 2240, IN BOOK 6347, PAGE 273 OF OFFICIAL RECORDS, REFERENCE TO SAID DEED BEING HEREBY MADE FOR FURTHER PARTICULARS THEREIN RELATIVE TO THE USE OF THE SUBSURFACE OF THE LAND WITH RESPECT TO SAID RIGHTS AND INTEREST.

ALSO EXCEPTING FROM A PORTION THEREOF ALL MINERALS, MINERAL RIGHTS, OIL, OIL RIGHTS, GAS, GAS RIGHTS, AND ALL OTHER HYDROCARBONS BY WHATSOEVER NAME KNOWN IN, UPON OR UNDERLYING SAID LANDS AND ALL WATER OR WATERS LYING BELOW SAID LANDS TOGETHER WITH THE PERPETUAL RIGHT OF DRILLING, MINING AND OPERATING THEREFROM AND

REMOVING THE SAME FROM SAID LANDS OR ANY OTHER LAND BY METHODS PRESENTLY EXISTING OR HEREAFTER DEVELOPED, INCLUDING THE RIGHT TO WHIPSTOCK OR DIRECTIONALLY DRILL AND MINE FROM LANDS OTHER THAN SAID LANDS WITH OIL WELLS, GAS WELLS, TUNNELS OR SHAFTS INTO, THROUGH OR ACROSS THE SUBSURFACE OF SAID LANDS AND THE RIGHT TO BOTTOM SUCH WHIPSTOCKED OR DIRECTIONALLY DRILLED WELLS, TUNNELS OR SHAFTS UNDER AND BENEATH SAID LANDS OR BEYOND THE EXTERIOR LIMITS THEREOF AND THE RIGHT TO REDRILL, RECOMPLETE, DEEPEN, RETUNNEL, EQUIP, MAINTAIN, REPAIR AND OPERATE ANY SUCH MINE OR WELLS PROVIDED, HOWEVER, THAT IN EXERCISING THE FOREGOING RIGHTS OR ANY OF THEM SO RESERVED BY SHELL, ITS SUCCESSORS OR ASSIGNS, SHALL CONFINE THEIR RESPECTIVE USE OF THE SURFACE TO THE FIVE-ACRE PARCELS REFERRED TO IN THAT CERTAIN DEED DATED MAY 04, 1962 AND RECORDED DECEMBER 05, 1962 AS INSTRUMENT NO. 2240, IN BOOK 6347, PAGE 273 OF OFFICIAL RECORDS OF ORANGE COUNTY, CALIFORNIA, AS RESERVED BY SHELL OIL COMPANY, A CORPORATION, IN THE DEED RECORDED JANUARY 31, 1964 AS INSTRUMENT NO. 26477, IN BOOK 6906, PAGE 59 OF OFFICIAL RECORDS.

PARCEL 24 (APN: 8714-028-04; A PORTION OF 8714-027-06):

THOSE PORTIONS OF LAND DESCRIBED AS FOLLOWS:

THE SOUTHEAST QUARTER OF SECTION 33, THE SOUTH HALF OF SECTION 34, THE SOUTHWEST QUARTER OF SECTION 35, ALL IN TOWNSHIP 2 SOUTH, RANGE 9 WEST, SAN BERNARDINO MERIDIAN ACCORDING TO THE OFFICIAL PLAT OF SAID LAND FILED IN THE DISTRICT LAND OFFICE SEPTEMBER 28, 1868.

EXCEPT THAT PORTION THEREOF CONVEYED BY DEED FROM CHINO LAND AND WATER COMPANY TO JOHN C. MILES AND LOUIS B. JORALMON RECORDED IN BOOK 3859, PAGE 275 OF OFFICIAL RECORDS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY, DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTH QUARTER CORNER OF SAID SECTION 35 ON THE COUNTY BOUNDARY LINE OF LOS ANGELES AND ORANGE COUNTIES, MARKED BY A 2 INCH IRON PIPE WITH A BRASS CAP; THENCE NORTH 10°49'20" WEST 2673.34 FEET TO THE COUNTY LINE MONUMENT AT THE CENTER OF SAID SECTION 35; THENCE WESTERLY ALONG THE SOUTH LINE OF THE NORTHWEST QUARTER OF SECTION 35, A DISTANCE OF 520 FEET TO THE WEST SIDE OF FIRE BREAK; THENCE SOUTH 10°07'00" EAST 726 FEET, MORE OR LESS, TO A POINT FROM WHICH A MARKED OAK TREE BEARS SOUTH 52°48'00" EAST 60.00 FEET; THENCE SOUTH 18°49'00" EAST 1566 FEET TO A POINT FROM WHICH A SMALL MARKED OAK TREE BEARS NORTH 85°56'00" EAST 21.6 FEET; THENCE SOUTH 42°11'30" EAST 578.7 FEET, MORE OR LESS, TO THE POINT OF BEGINNING.

ALSO EXCEPT THEREFROM THOSE PORTIONS LYING NORTHERLY AND WESTERLY OF THE FOLLOWING DESCRIBED LINE:

COMMENCING AT A 2 INCH IRON PIPE WITH BRASS CAP IN CONCRETE AT THE CENTER OF SAID SECTION 26, AS SHOWN ON THE LOS ANGELES COUNTY SURVEYOR'S MAP C. S. 8580 FILED IN THE OFFICE OF THE DIRECTOR OF PUBLIC WORKS OF SAID COUNTY; THENCE ALONG THE EAST LINE OF SOUTHWEST QUARTER OF LAST SAID SECTION SOUTH 00°18'50" EAST 1170.79 FEET TO THE TRUE POINT OF BEGINNING; THENCE LEAVING SAID EAST LINE SOUTH 25°36'25" WEST 79.99 FEET; THENCE SOUTH 88°04'14" WEST 81.81 FEET; THENCE SOUTH 65°51'07" WEST 117.69 FEET; THENCE SOUTH 64°01'22" WEST 100.66 FEET; THENCE SOUTH 72°12'58" WEST 65.15 FEET; THENCE NORTH 82°22'19" WEST 318.40 FEET; THENCE SOUTH 66°08'44" WEST 291.45 FEET; THENCE NORTH 60°57'06" WEST 138.16 FEET; THENCE SOUTH 74°02'49" WEST 283.15 FEET; THENCE SOUTH 67°05'03" WEST 694.43 FEET; THENCE SOUTH 67°23'18" WEST 141.24 FEET; THENCE SOUTH 28°43'35" WEST 228.33 FEET; THENCE SOUTH 58°10'01" WEST 41.27 FEET; THENCE NORTH 87°24'40" WEST 190.48 FEET; THENCE SOUTH 72°57'39" WEST 411.84 FEET; THENCE SOUTH 54°58'27" WEST 292.37 FEET; THENCE SOUTH 83°53'26" WEST 129.97 FEET; THENCE NORTH 79°19'13" WEST 167.52 FEET; THENCE SOUTH 76°56'58" WEST 191.09 FEET; THENCE SOUTH 56°41'58" WEST 213.70 FEET; THENCE SOUTH 69°48'31" WEST 205.88 FEET; THENCE SOUTH 38°11'23" WEST 204.69 FEET; THENCE 43°36'59" WEST 217.43 FEET; THENCE SOUTH 52°12'56" WEST 624.84 FEET; THENCE SOUTH 29°56'10" WEST 340.97 FEET; THENCE

SOUTH 54°46'50" WEST 1113.97 FEET; THENCE SOUTH 60°41'00" WEST 240.86 FEET; THENCE NORTH 85°50'49" WEST 434.07 FEET; THENCE SOUTH 68°34'49" WEST 228.98 FEET; THENCE SOUTH 45°13'16" WEST 111.28 FEET; THENCE SOUTH 79°06'17" WEST 190.89 FEET; THENCE SOUTH 43°16'15" WEST 155.35 FEET; THENCE SOUTH 89°36'28" WEST 107.30 FEET; THENCE SOUTH 52°36'47" WEST 295.83 FEET; THENCE SOUTH 39°51'34" WEST 253.31 FEET; THENCE SOUTH 08°49'28" WEST 288.86 FEET; THENCE SOUTH 43°22'04" WEST 211.30 FEET; THENCE SOUTH 28°22'04" WEST 72.87 FEET; THENCE SOUTH 08°29'53" WEST 718.80 FEET; THENCE SOUTH 13°54'37" WEST 265.68 FEET; THENCE SOUTH 37°23'04" WEST 124.46 FEET; THENCE NORTH 21°52'15" WEST 164.75 FEET; THENCE SOUTH 41°18'08" WEST 233.05 FEET; THENCE SOUTH 15°45'12" WEST 111.80 FEET; THENCE SOUTH 31°33'19" WEST 371.37 FEET; THENCE SOUTH 22°47'05" WEST 198.75 FEET; THENCE SOUTH 45°55'46" WEST 271.16 FEET; THENCE NORTH 88°32'46" WEST 264.11 FEET; THENCE SOUTH 00°07'50" WEST 178.08 FEET; TO THE SOUTH LINE OF THE SOUTHEAST QUARTER OF SECTION 33, TOWNSHIP 2 SOUTH, RANGE 9 WEST, SAN BERNARDINO MERIDIAN.

ALSO EXCEPT ALL KINDS OF PETROLEUM, OIL, ASPHALTUM, MALTHA, TAR, GAS AND OTHER BITUMINOUS AND OTHER HYDROCARBON SUBSTANCES, WATER, STONE, ROCK, GYPSUM, CLAY, SAND, AND ALL MINERALS AND MINERAL SUBSTANCES, IN, UNDER, OR UPON SAID LAND, AND ANY AND ALL THEREOF; ALSO THE RIGHT AT ANY AND ALL TIMES, AND BY ANY AND ALL MEANS TO ENTER UPON ANY AND ALL PORTIONS OF SAID LANDS, AND USE AND ENJOY THE SAME IN ANY AND ALL WAYS IT MAY DEEM NECESSARY, CONVENIENT OR EXPEDIENT IN, OR IN CONNECTION WITH THE TRANSACTION OF ITS BUSINESS, AS EXCEPTED AND RESERVED IN THE DEED FROM PUENTE OIL COMPANY, A CORPORATION, IN DEED RECORDED NOVEMBER 05, 1903 IN BOOK 1917, PAGE 137 OF DEEDS.

THE INTEREST OF THE PUENTE OIL COMPANY, A CORPORATION, HAS PASSED TO AND IS NOW VESTED IN SHELL OIL COMPANY, A DELAWARE CORPORATION, BY DEED RECORDED JULY 12, 1922 IN BOOK 1196, PAGE 278 OF OFFICIAL RECORDS AND MESNE CONVEYANCES OF RECORD.

ALSO EXCEPTING ALL THE MINERALS, GAS, OILS, PETROLEUM, NAPHTHA AND OTHER HYDROCARBON SUBSTANCES IN, ON OR UNDER SAID PARCELS, TOGETHER WITH BUT NOT CONFINED TO THE FOLLOWING RIGHTS, NAMELY, ALL NECESSARY AND CONVENIENT RIGHTS FOR THE PURPOSE OF DRILLING FOR, PRODUCING, EXTRACTING AND TAKING ANY OF SAID MINERALS, GAS, OIL, PETROLEUM, NAPHTHA AND OTHER HYDROCARBON SUBSTANCES FROM SAID LAND, TOGETHER WITH THE RIGHT TO USE OR DEVELOP AND USE ALL WATER NECESSARY AND CONVENIENT FOR SAID DRILLING, EXTRACTING OR TAKING OF SAID MINERALS, GAS, OILS, PETROLEUM, NAPHTHA AND OTHER HYDROCARBON SUBSTANCES FROM SAID LAND, AND TO STORE THE SAME UPON SAID LAND, TOGETHER WITH THE RIGHT TO ENTER UPON SAID LAND AT ANY AND ALL TIMES FOR SAID PURPOSES, EITHER PERSONALLY OR THROUGH ANY AGENTS, SERVANTS, EMPLOYEES, OR LESSEES OF THE GRANTOR, AND FROM TIME TO TIME TO CONSTRUCT, LAY, USE, MAINTAIN, ERECT, REPAIR, REPLACE AND REMOVE THEREON AND THEREFROM ALL DERRICKS, ROADS, TANKS, RESERVOIRS, MACHINERY, TELEPHONE, TELEGRAPH AND POWER LINES, PIPE LINES AND OTHER STRUCTURES, WITH THE RIGHT OF WAY FOR PASSAGE OVER, UPON AND ACROSS AND INGRESS AND EGRESS TO AND FROM SAID PREMISES AND EVERY PART THEREOF AS RESERVED IN DEED RECORDED APRIL 22, 1958 AS INSTRUMENT NO. 941, IN BOOK D-78, PAGE 299 OF OFFICIAL RECORDS.

ALSO EXCEPTING ALL MINERALS, GAS, OILS, PETROLEUM, NAPHTHA AND OTHER HYDROCARBON SUBSTANCES IN, ON OR UNDER SAID LAND TOGETHER WITH, BUT NOT CONFINED TO THE FOLLOWING RIGHTS, NAMELY ALL NECESSARY AND CONVENIENT RIGHTS FOR THE PURPOSE OF DRILLING FOR, PRODUCING, EXTRACTING AND TAKING ANY OF SAID MINERALS, GAS, OIL, PETROLEUM, NAPHTHA AND OTHER HYDROCARBON SUBSTANCES FROM SAID LAND, TOGETHER WITH RIGHT TO USE OR DEVELOP AND USE ALL WATER NECESSARY AND CONVENIENT FOR SAID DRILLING, EXTRACTING OR TAKING OF SAID MINERALS, GAS, OILS, PETROLEUM, NAPHTHA AND OTHER HYDROCARBON SUBSTANCES FROM SAID LAND AND TO STORE THE SAME UPON SAID LAND, TOGETHER WITH THE RIGHT TO ENTER UPON SAID LAND AT ANY AND ALL TIMES FOR SAID PURPOSES, EITHER PERSONALLY OR THROUGH ANY AGENTS, SERVANTS, EMPLOYEES OR LESSEES OF THE GRANTOR AND FROM TIME TO TIME TO CONSTRUCT, LAY, USE, MAINTAIN, ERECT, REPAIR,

REPLACE AND REMOVE THEREON AND THEREFROM ALL DERRICKS, ROADS, TANKS, RESERVOIRS, MACHINERY, TELEPHONE, TELEGRAPH AND POWER LINES, PIPE LINES AND OTHER STRUCTURES, WITH THE RIGHT OF WAY FOR PASSAGE OVER, UPON AND ACROSS AND INGRESS AND EGRESS TO AND FROM SAID PREMISES AND EVERY PART THEREOF, AS RESERVED BY ERNEST A. BRYANT, JR., SOLE SURVIVING TRUSTEE UNDER THE WILL OF SUSANNA BIXBY BRYANT, ALSO KNOWN AS SUSANNA P. BRYANT, DECEASED, IN DEED RECORDED APRIL 22, 1958 AS INSTRUMENT NO. 941, IN BOOK D-78, PAGE 299 OF OFFICIAL RECORDS.

SAID PARCEL SHOWN AS PARCEL 3 ON CERTIFICATE OF COMPLIANCE RECORDED JUNE 09, 2000 AS INSTRUMENT NO. 00-0893206, AND AMENDED JANUARY 05, 2001 AS INSTRUMENT NO. 01-0031377, BOTH OF OFFICIAL RECORDS.

PARCEL 25 (APN: 8714-026-07; 8714-026-08; A PORTION OF 8714-027-06):

THOSE PORTIONS OF LAND, DESCRIBED AS FOLLOWS:

THE SOUTHWEST QUARTER OF SECTION 26, THE SOUTHEAST QUARTER OF THE SOUTHEAST QUARTER AND THE SOUTHWEST QUARTER OF THE SOUTHEAST QUARTER OF SECTION 27, THE NORTHEAST QUARTER AND THE SOUTHEAST QUARTER OF THE NORTHWEST QUARTER AND THE SOUTHWEST OF THE NORTHWEST QUARTER AND THE NORTH HALF OF THE NORTHWEST QUARTER OF SECTION 34, THE NORTH HALF OF THE NORTHWEST QUARTER OF SECTION 35, ALL IN TOWNSHIP 2 SOUTH, RANGE 9 WEST, SAN BERNARDINO MERIDIAN.

EXCEPT THEREFROM THOSE PORTIONS LYING NORTHERLY AND WESTERLY OF THE FOLLOWING DESCRIBED LINE:

COMMENCING AT A 2 INCH IRON PIPE WITH BRASS CAP IN CONCRETE AT THE CENTER OF SAID SECTION 26 AS SHOWN ON THE LOS ANGELES COUNTY SURVEYOR'S MAP C. S. 8580 FILED IN THE OFFICE OF THE DIRECTOR OF PUBLIC WORKS OF SAID COUNTY; THENCE ALONG THE EAST LINE OF THE SOUTHWEST QUARTER OF LAST SAID SECTION SOUTH 00°18'50" EAST 1170.79 FEET TO THE TRUE POINT OF BEGINNING; THENCE LEAVING SAID EAST LINE SOUTH 25°36'25" WEST 79.99 FEET; THENCE SOUTH 88°04'14" WEST 81.81 FEET; THENCE SOUTH 65°51'07" WEST 117.69 FEET; THENCE SOUTH 64°01'22" WEST 100.66 FEET; THENCE SOUTH 72°12'58" WEST 65.15 FEET; THENCE NORTH 82°22'19" WEST 318.40 FEET; THENCE SOUTH 66°08'44" WEST 291.45 FEET; THENCE NORTH 60°57'06" WEST 138.16 FEET; THENCE SOUTH 74°02'49" WEST 283.15 FEET; THENCE SOUTH 67°05'03" WEST 694.43 FEET; THENCE SOUTH 67°23'18" WEST 141.24 FEET; THENCE SOUTH 28°43'35" WEST 228.33 FEET; THENCE SOUTH 58°10'01" WEST 41.27 FEET; THENCE NORTH 87°24'40" WEST 190.48 FEET; THENCE SOUTH 72°57'39" WEST 411.84 FEET; THENCE SOUTH 54°58'27" WEST 292.37 FEET; THENCE SOUTH 83°53'26" WEST 129.97 FEET; THENCE NORTH 79°19'13" WEST 167.52 FEET; THENCE SOUTH 76°56'58" WEST 191.09 FEET; THENCE SOUTH 56°41'58" WEST 213.70 FEET; THENCE SOUTH 69°48'31" WEST 205.88 FEET; THENCE SOUTH 38°11'23" WEST 204.69 FEET; THENCE SOUTH 43°36'59" WEST 217.43 FEET; THENCE SOUTH 52°12'56" WEST 624.84 FEET; THENCE SOUTH 29°56'10" WEST 340.97 FEET; THENCE SOUTH 54°46'50" WEST 1113.97 FEET; THENCE SOUTH 60°41'00" WEST 240.86 FEET; THENCE NORTH 85°50'49" WEST 434.07 FEET; THENCE SOUTH 68°34'49" WEST 228.98 FEET; THENCE SOUTH 45°13'16" WEST 111.28 FEET; THENCE SOUTH 79°06'17" WEST 190.89 FEET; THENCE SOUTH 43°16'15" WEST 155.35 FEET; THENCE SOUTH 89°36'28" WEST 107.30 FEET; THENCE SOUTH 52°36'47" WEST 295.83 FEET; THENCE SOUTH 39°51'34" WEST 253.31 FEET; THENCE SOUTH 08°49'28" WEST 288.86 FEET; THENCE SOUTH 43°22'04" WEST 211.30 FEET; THENCE SOUTH 28°22'04" WEST 72.87 FEET; THENCE SOUTH 08°29'53" WEST 718.80 FEET; THENCE SOUTH 13°54'37" WEST 265.68 FEET; THENCE SOUTH 37°23'04" WEST 124.48 FEET; THENCE NORTH 21°52'15" WEST 164.75 FEET; THENCE SOUTH 41°18'08" WEST 233.05 FEET; THENCE SOUTH 15°45'12" WEST 111.80 FEET; THENCE SOUTH 31°33'19" WEST 371.37 FEET; THENCE SOUTH 22°47'05" WEST 198.75 FEET; THENCE SOUTH 45°55'46" WEST 271.16 FEET; THENCE SOUTH 88°32'46" WEST 264.11 FEET; THENCE SOUTH 00°07'50" WEST 178.08 FEET TO THE SOUTH LINE OF THE SOUTHEAST QUARTER OF SECTION 33, TOWNSHIP 2 SOUTH, RANGE 9 WEST, SAN BERNARDINO MERIDIAN.

EXCEPT ALL RIGHTS TO SUB-SURFACE HYDROCARBON (OIL), AND OTHER MINERAL SUBSTANCES, TOGETHER WITH THE RIGHT TO ENTER UPON SAID PROPERTY TO DRILL FOR AND PRODUCE SAID HYDROCARBON OR MINERAL SUBSTANCES, AS RESERVED BY SUSAN HUNTER FERRY HAAS, WILLIAM EDWARD FERRY, GEORGE S. ST. CLAIR, CLARITA ODETTE, HELEN M. SMITH, FRANCES SWAN REGETS, AND LOUIS BOTTI, ACTING AS GUARDIAN OF THE PERSON AND ESTATE OF VIVIAN MORRIS BOTTI; AND VIVIAN MORRIS BOTTI, AN INCOMPETENT PERSON WHO ACQUIRED TITLE AS VIVIAN MORRIS, IN DEED RECORDED MARCH 08, 1960 AS INSTRUMENT NO. 1048, IN BOOK D-774, PAGE 312 OF OFFICIAL RECORDS.

THE RIGHTS TO ENTER UPON THE SURFACE OF SAID LAND WERE RELINQUISHED BY A DEED RECORDED NOVEMBER 09, 1961 AS INSTRUMENT NO. 1506, IN BOOK D-1415, PAGE 139 OF OFFICIAL RECORDS.

EXCEPT THE RIGHT TO SUBSURFACE HYDROCARBON (OIL) AND OTHER MINERAL SUBSTANCES CONTAINED IN SAID REAL PROPERTY, TOGETHER WITH THE RIGHT TO ENTER UPON SAID PROPERTY TO DRILL FOR AND PRODUCE SAID HYDROCARBON OR MINERAL SUBSTANCES, AND TO ASSIGN SAID RIGHT TO OTHER PERSONS, PARTNERSHIPS OR CORPORATIONS AS RESERVED IN DEED RECORDED SEPTEMBER 12, 1961 AS INSTRUMENT NO. 4247 OF OFFICIAL RECORDS.

ALSO EXCEPT ANY AND ALL KINDS OF PETROLEUM, OIL, ASPHALTUM, MALTHA, TAR, GAS AND OTHER BITUMINOUS AND OTHER HYDROCARBON SUBSTANCES, WATER, STONE, ROCK, GYPSUM, CLAY, SAND AND ALL MINERALS AND MINERAL SUBSTANCES, IN, UNDER OR UPON SAID LAND, AND ANY AND ALL THEREOF; ALSO THE RIGHT AT ANY AND ALL TIMES, AND BY ANY AND ALL MEANS TO ENTER UPON ANY AND ALL PORTIONS OF SAID LANDS, AND USE AND ENJOY THE SAME IN ANY AND ALL WAYS IT MAY SEEM NECESSARY, CONVENIENT OR EXPEDIENT IN, OR IN CONNECTION WITH THE TRANSACTION OF ITS BUSINESS, AS EXCEPTED AND RESERVED IN THE DEED FROM PUENTE OIL COMPANY, A CORPORATION, IN DEED RECORDED NOVEMBER 05, 1903 IN BOOK 1917, PAGE 137 OF DEEDS.

SAID PARCEL SHOWN AS PARCEL 4 ON CERTIFICATE OF COMPLIANCE RECORDED JUNE 09, 2000 AS INSTRUMENT NO. 00-0893206, AND AMENDED JANUARY 05, 2001 AS INSTRUMENT NO. 01-0031377, BOTH OF OFFICIAL RECORDS.