



IN ACCORDANCE WITH
PUBLIC LAW 817-627 76 STAT. 428

Pursuant to an Act of the Congress of the United States of America, the Secretary of the Interior designated Central California Land Development Company as prime lessee with Authority to divide these certain Indian Lands into Leasehold Estates, to execute, sell and transfer property rights in these Leasehold Estates, with those rights secured by law.

CERTIFICATE

UNITED STATES
DEPARTMENT OF THE INTERIOR
BUREAU OF INDIAN AFFAIRS

Phoenix Area Office
124 West Thomas Road, P.O. Box 7007
Phoenix, Arizona 85011

Lease No. _____
Contract No. 14-20-0450-4833

BUSINESS LEASE

This CONTRACT, made and entered into this 24th day of February, 1994, by and between the Secretary of the Interior of the United States of America, hereinafter called the "Lessor," whose address is set forth below, and the Phoenix Area Office of the Bureau of Indian Affairs, hereinafter called the "Lessee," qualified to do business in the State of California, hereinafter called the "Lessee," whose address is 742 North Loren Avenue, Azusa, California, under and in accordance with the provisions of the act of September 5, 1962 (Public Law 87-627, 78 Stat. 420), and as implemented by 25 CFR 131 which by reference are made a part hereof.

1. DEFINITIONS:

A. "Lessor" means the Secretary of the Interior or his authorized representative, delegate, or successor.

B. The term "gross receipts" as used herein shall be construed to include, as to any period, all income from business done, sales made and services rendered at, in, about, from, or upon the leased premises during such period by the Lessee and its affiliates, whether individuals, corporations, partnerships, firms, or other business entities and shall further include revenue to the Lessee hereunder produced or derived from the premises by subcontracting, permitting, contracting, or other authorized business entities provided, however, that all sales made or credit shall be treated as "gross receipts" as of the date the sale is made. Further, the term "gross receipts" shall include all money and other things of value received by or paid to connected or to others for Lessee's use or benefit, and all credit extended by Lessee in from the sale of all merchandise, including but without in any way limiting the foregoing, by Lessee, anyone working for Lessee, for which payment is received. The term "gross receipts" shall not include, however, any sums collected and paid out for any sales or other tax imposed by any duly constituted governmental authority where such tax is collected by the purchaser as a separate item. It shall not include the exchange of merchandise between the stores, if any, of Lessee or subsidiaries where such exchanges of goods or merchandise are made solely for the convenient operation of the business of Lessee or subsidiaries and not for the purpose of consummating a sale which has heretofore been made at, in, from, or upon the leased premises. It shall not include the amount of any cash, or credit, returned made upon any sales where the merchandise sold, or some part thereof, is thereafter returned by the purchaser and accepted by Lessee or subsidiaries. It shall not include sales of trade fixtures.

2. LAND DESCRIPTION:

For and in consideration of the rents, covenants, and agreements hereinafter set out, the Lessor hereby leases to the Lessee the following described premises: Lands located within the existing boundaries of the Colorado River Indian Reservation, more particularly described as follows: (Where a section is listed below that is split by the reservation boundary, the land to be leased is only that part of the section within the reservation.)

T. 1 N., R. 24 E.,
sec. 36;

T. 1 N., R. 25 E.,

secs. 22 and 23;

sec. 24 West 1/2 (this section to be surveyed and acreages West and East of

area known as (a) west side of Espy and Jack LaMar leases in E. 1/2 of sec. 24 in

agreement between Lessor and Lessee); and (b) East 1/2 of sec. 24 in

agreement between Lessor and Lessee); This agreement to be attached to and

become a part of this lease.

T. 1 S., R. 24 E.,

T. 1 S., R. 25 E.,

secs. 3 and 8;

And all lands accreted to riparian sections listed above and all islands fronting

the above-described land in the Colorado River.

All of the above land being located in San Bernardino County, State of California, and containing an aggregate of 7,800 acres, more or less, and subject to any prior, valid, existing rights-of-way.

3. TERM:

The term of this lease shall be Sixty-Five (65) years, beginning on the date this lease is executed by the Secretary.

4. RENTAL:

The Lessee, in consideration of the foregoing, covenants and agrees to pay in lawful money of the United States of America to the Bureau of Indian Affairs, Phoenix Area Office, 124 West Thomas Road, P. O. Box 7007, Phoenix, Arizona, 85011, the following rental:

A. The following percentage of gross receipts of businesses, as specified below, and whether such businesses are operated by Lessee or Subslessee or Assignee:

(1) Golf Course and Club House (excluding amounts collected for membership or initiation fees at the time an individual ac-

quired membership in the Golf Club) 10%

(2) Pro Shop 3%

(3) Hotel 5%

(4) Apartment Houses 5%

(5) Commercial Uses: 20% of the Lessee's total gross receipts from all commercial facilities on account of square-foot rentals or otherwise. It is understood and agreed, however, that this does not contemplate the use and occupancy of the leased premises by the Lessee. In the event that the Lessee shall, during the term of this lease, physically occupy the leased premises, or any part thereof, the amount of percentage rental payable for that use shall be negotiated by the parties hereto and shall become the subject of an appropriate amendment or supplemental agreement of this lease.

(6) Residential Lot Rentals, including both single-family residences and lots rentals and cooperative apartment for rentals 20%

(7) Other Uses:

If any part or parts of the leased premises are used for any purpose or purposes other than those set out above, the percentage rentals for such uses shall be negotiated by the Lessor and the Lessee prior to the time such uses are commenced. In the event that negotiations between the Lessor and the Lessee are unsuccessful, the matter of the percentage rentals for this paragraph shall be determined by a Board of Arbitration to be constituted as follows: The Lessor shall appoint one member of the Board of Arbitration; the Lessee shall appoint one member of the Board of Arbitration; and the two arbitrators so selected shall select a third member. The decision of a majority of the members of the Board of Arbitration so constituted shall be binding on the parties, subject to the approval of the Secretary. It is understood and agreed that the Secretary may be expected to accept any reasonable decision reached by said Arbitration Board, but it cannot be legally bound by said decision which might be in conflict with the interests of the Indians or the United States.

B. Irrespective of the provisions of Article 4 A above, the Lessee shall in any event pay the following guaranteed minimum annual rentals:

During the first year of the term of this lease, the sum of ONE DOLLAR AND FIFTY CENTS (\$1.50) per acre per year, during the second and third years of the term of this lease, the sum of TWO DOLLARS (\$2.00) per acre per year, during the fourth year of the term of this lease, the sum of THREE DOLLARS (\$3.00) per acre, during the fifth year of the term of this lease, the sum of FOUR DOLLARS (\$4.00) per acre, during the sixth year of the term of this lease, the sum of FIVE DOLLARS (\$5.00) per acre, during the seventh year of the term of this lease, the sum of SIX DOLLARS (\$6.00) per acre, during and during each and every subsequent year hereafter, the sum of SEVEN DOLLARS (\$7.00) per acre per year. Said guaranteed minimum annual rental shall be paid in advance to the Bureau of Indian Affairs, Phoenix Area Office, the first payment to be made when the lease is executed by the Lessor and all subsequent payments to be made on or before the successive anniversaries of the beginning date of the term of this lease.

C. Rental unpaid thirty (30) days after the due date shall bear interest at eight per cent (8%) per annum from the date it becomes due until paid, but this provision shall not be construed to relieve the Lessee from any default in making any rental payment at the time and in the manner herein specified. The terms called for hereunder shall be paid without prior notice or demand.

5. ANNUAL ACCOUNTING

The Lessee shall, not later than thirty (30) days after each successive anniversary of the beginning date of the term of this lease, submit to the Lessor certified and audited reports and copies of gross receipts of the Lessee, subject to the terms of this lease, which shall be the end of the fiscal year of the Lessee. The Lessee shall tender to the Lessor a true and correct copy of the certified and audited reports and copies of gross receipts, including minimum annual rental and the amount of the annual rental payment between the 4th and 5th days of the month of January of each year. Said reports shall be prepared by a Certified Public Accountant, authorized to practice in the State of California, in accordance with the provisions of Article 4 above. Said audit reports shall be prepared by a Certified Public Accountant, authorized to practice in the State of California, in accordance with the provisions of Article 4 above. Any duly authorized representative of the United States Government, or any qualified accounting agent or agents appointed by the Lessor, shall have access to and the right to examine and audit any pertinent books, documents, papers, and business hours of any working day. Lessee shall insert a similar provision in all records of the Lessee and Lessee's tenants relating to the lease during the normal business hours of any working day. Lessee shall insert a similar provision in all agent, or agents, all books and records of Lessee's tenants which may be requested, may be necessary for completion of a full audit of all business conducted on or in connection with the leased premises.

The acceptance by Lessor of any monies paid to Lessor by Lessee as percentage rental for the leased premises as shown by any audit report furnished by Lessee shall not be an admission of the accuracy of said audit report, or of the sufficiency of the amount of said percentage rental payment, but Lessor shall be entitled at any time within four (4) years after the receipt of any such percentage rental payment to question the sufficiency of the amount thereof and/or the accuracy of the audit reports furnished by Lessee to justify the same, and shall have the right to examine and/or audit hereinafter described. Therefore, Lessee shall for said period of four (4) years after submission to Lessor of any such report keep separate and linked all of Lessee's records, books, accounts and other data which in any wise bear upon or are required to justify similar rendition of records.

6. IMPROVEMENTS.

As a material part of the consideration for this lease, the Lessee covenants and agrees that within the first year after the beginning date of the term of this lease, Lessee will have completed construction of or caused to be completed, permanent improvements, including buildings, engineering, water system and gas lines, on the leased premises at a cost of and having a reasonable value of Two Hundred Fifty Thousand Dollars (\$250,000.00), that within the second year after the beginning date of the term of this lease, Lessee will have completed construction of, or caused to be completed, permanent improvements, including buildings, engineering, water system and gas lines, on the leased premises at a cost of and having a reasonable value of One Hundred Thousand Dollars (\$100,000.00), that within the third year after the beginning date of the term of this lease, Lessee will have completed construction of, or caused to be completed, permanent improvements, including buildings, engineering, water system and gas lines, on the leased premises at a cost of and having a reasonable value of One Hundred Thousand Dollars (\$100,000.00), that within the fourth year after the beginning date of the term of this lease, Lessee will have completed construction of, or caused to be completed, permanent improvements, including buildings, engineering, water system and gas lines, on the leased premises at a cost of and having a reasonable value of One Hundred Thousand Dollars (\$100,000.00), that within the fifth year after the beginning date of the term of this lease, Lessee will have completed construction of, or caused to be completed, permanent improvements, including buildings, engineering, water system and gas lines, on the leased premises at a cost of and having a reasonable value of One Hundred Thousand Dollars (\$100,000.00) during the tenth year.

All buildings and improvements, excluding removable personal property and trade fixtures on the leased property, shall remain on said property after the termination of this lease and shall thereupon become the property of the owner of the leased premises. The term "removable personal property" as used in this Article shall not include property which normally would be attached or affixed to the buildings, improvements or such property is in fact so placed in or on or attached to the buildings, improvements or land in such a way as to legally retain the characteristics of personal property.

Lessee expressly waives the provisions of Section 1013.5 of the California Civil Code pertaining to improvements affixed to the land by any person acting in good faith and erroneously believing because of a mistake either of law or fact that he has a right to remove such improvements.

7. PLANS AND DESIGNS.

Within one hundred and eighty (180) days after the approval of this lease, the Lessee shall submit to the Secretary for approval a general plan and architect's design for the complete development of the entire leased premises. Before commencing any construction on the leased premises, the Lessee shall submit to the Secretary any construction plans and specifications for the improvements then proposed, the Secretary shall approve them if they conform to the general development then proposed, but shall not thereby assume any responsibility whatever for detailed design of structures or structures or violation of any State, County or City law or ordinance. The Secretary shall either approve or state the reasons for disapproval of plans and specifications within thirty (30) days after their submission. No change will be made in plans and specifications after approval without the consent of the Secretary.

8. CONSTRUCTION MAINTENANCE, REPAIR, ALTERATION.

All improvements placed on the leased premises shall be constructed in a good and workmanlike manner and in compliance with applicable laws and building codes. All parts of buildings exposed to perimeter properties shall present a pleasant appearance and all signs and areas shall be screened from public view. The Lessee shall have the right at any time during the term of this lease to make limited alterations or additions and any repair to any improvements on or placed upon the premises; no alteration, addition or removal of any improvements involving an expenditure in excess of Ten Thousand Dollars (\$10,000.00) or removal or demolition of improvements shall take place without prior written consent of the Lessor. The Lessee shall, at all times during the term of this lease and at the Lessee's sole cost and expense, maintain the premises and all improvements thereon in good order and repair and in a neat, safe, sanitary, and attractive condition. Lessee shall construct, maintain and repair, as required by law, all improvements on the leased premises and any alterations, additions, or improvements thereon, on the leased premises and any alterations, additions, or improvements applicable to said premises comply with all public laws, ordinances, and regulations applicable to said premises. Lessee shall indemnify and hold harmless the Lessor and the United States against liability for all claims arising from Lessee's failure to maintain said premises and the improvements thereon as hereinafore provided, or from Lessee's non-compliance of any law, ordinance, or regulation applicable thereto.

9. NON-RESPONSIBILITY NOTICES.

Prior to the commencement of construction of each improvement on the leased property, or any repair or alteration thereof, or work or labor thereon, the Lessee shall give the Lessor ten (10) days advance notice in writing of intention to begin said activity, in order that non-responsibility notices may be posted as provided in the California Code of Civil Procedure, Section 1183.1. Lessor hereby authorizes the Lessee to post said notices on Lessor's behalf.

10. RENTAL BOND.

Upon execution of this lease by the Lessor, the Lessee agrees to post a corporate surety bond in a penal sum of not less than one year's minimum rent, which bond shall be deposited with the Secretary and shall remain in force for the full term of the lease, at the discretion of the Secretary. The amount of said bond shall be subject to adjustment during the term of this lease, to a sum equal to the current year's minimum rent. Should the value of rent bond be granted during the term of this lease, the Secretary hereby agrees to request that the Lessee furnish bond at a later date and Lessee may deposit with the Secretary cash or negotiable United States Treasury Bonds or other negotiable Treasury obligations in the appropriate amount, together with power of attorney, appointing and empowering the Secretary, in the event of Lessee's default in any of the rent provisions of this lease, to pay over any such cash, or to dispose of any such bonds and pay over the proceeds derived therefrom, as indicated herein, to or for the benefit of the United States of America, subject to Lessee's privilege of suing said default as hereinafter provided.

It is understood and agreed that bond required by this provision will guarantee payment of rent only and that corporate surety bond may be furnished annually or may be continued from year to year by a certificate of renewal, copy of which certificate shall be furnished the Secretary by Lessee. If United States Treasury Bonds are provided, the Lessee agrees to make up any deficiency in the value deposited that might occur due to a decrease in the value of the bonds. Interest on said bonds shall be paid to Lessee.

11. PERFORMANCE BOND.

Before commencement of construction of each improvement on the leased premises, Lessee agrees to provide security which will guarantee completion of the materials furnished for construction. Lessee may provide said security by either: A. Posting a corporate surety bond in an amount equal to the cost of each improvement, said bond to be deposited with the Secretary and to remain in effect until the improvement is satisfactorily completed. Said bond shall be conditioned upon the faithful performance of Lessee and give all claimants the right of action to recover against the bond; or B. Depositing in escrow with an institution acceptable to the Secretary, negotiable United States Treasury Bonds or cash in an amount sufficient to pay the entire cost of construction of each building or other improvement then to be erected on the premises. The escrow instructions shall include provisions whereby the funds shall be disbursed in installments as construction progresses and on certificate of the Lessee's architect. The Lessor shall be entitled to and have access to all information relative to the disbursement of said escrow. The escrow instructions shall also provide that not less than fifteen per cent (15%) of such funds shall be withheld by the escrow holder until the period fixed by law for the filing of all mechanics' and materialmen's liens on such improvements shall have expired; if all mechanics' and materialmen's liens are filed, the funds so withheld shall then be used to discharge such liens; if no such liens are filed, the withheld funds shall be then distributed to the Lessee; if United States Treasury Bonds are provided, Lessee agrees to make up any deficiency in the value of the bonds. Interest on said bonds shall be paid to the Lessee.

Before commencement of construction of each improvement on the leased premises, Lessee agrees to provide security which will guarantee completion of the materials furnished for construction. Lessee may provide said security by either: A. Posting a corporate surety bond in an amount equal to the cost of each improvement, said bond to be deposited with the Secretary and to remain in effect until the improvement is satisfactorily completed. Said bond shall be conditioned upon the faithful performance of Lessee and give all claimants the right of action to recover against the bond; or B. Depositing in escrow with an institution acceptable to the Secretary, negotiable United States Treasury Bonds or cash in an amount sufficient to pay the entire cost of construction of each building or other improvement then to be erected on the premises. The escrow instructions shall include provisions whereby the funds shall be disbursed in installments as construction progresses and on certificate of the Lessee's architect. The Lessor shall be entitled to and have access to all information relative to the disbursement of said escrow. The escrow instructions shall also provide that not less than fifteen per cent (15%) of such funds shall be withheld by the escrow holder until the period fixed by law for the filing of all mechanics' and materialmen's liens on such improvements shall have expired; if all mechanics' and materialmen's liens are filed, the funds so withheld shall then be used to discharge such liens; if no such liens are filed, the withheld funds shall be then distributed to the Lessee; if United States Treasury Bonds are provided, Lessee agrees to make up any deficiency in the value of the bonds. Interest on said bonds shall be paid to the Lessee.

C. Entering into a building loan agreement with a responsible financial institution which building loan agreement shall be subject to the approval of the Secretary. Prior to such approval, the Lessee shall perform all conditions precedent to the assumption of obligations under the agreement by the financial institution and Lessee shall deposit with the lending institution the difference between the amount of the loan and the total cost of the improvement.

12. COMPANIES BONDING AND INSURING:

All corporate surety bonds provided by Lessee in compliance with this lease shall be furnished by companies holding certificates of authority from the Secretary of the Treasury as acceptable sureties on Federal bonds. Insurance policies shall be furnished by such responsible companies as are rated A-Plus, AAA, or better in the current edition of Best's Insurance Guide.

13. SUBLEASE, ASSIGNMENT, TRANSFER:

The Lessee shall not sublease, assign, or transfer this lease or any right to or interest in this lease or any of the improvements on the leased premises, without the written approval of the Lessor and sureties and no such sublease, assignment or transfer shall be valid or binding without said approval, and then only upon the condition that the sublessee, assignee, or other successor in interest, excepting an approved encumbrancer, shall agree in writing to be bound by each and all of the covenants and conditions of this lease. Should the Lessee attempt to make any such sublease, assignment or transfer, except as aforesaid, such action shall be deemed a breach of this lease, excepting that an encumbrancer, as herein set forth, may enforce this lease in the manner hereinafter provided. Such approval of one sublease, assignment, or transfer, shall not validate a subsequent sublease, assignment or transfer, and the restrictions of this Article shall apply to each successive sublease, assignment or transfer hereunder and shall be severally binding upon each and every sublessee, assignee, transferee, and other successor in interest of the Lessee, excepting an approved encumbrancer.

A. Prior to offering residential or commercial lots for sublease, prime Lessee shall submit for approval of the Lessor and sureties, schedules of minimum annual rents for such lots. Such schedules shall be subject to periodic review at the request of the Lessor, and the rents that have not been subleased may be adjusted with the written consent of the approval of the parties hereto. In conjunction with the schedule of rents, Lessee shall submit for approval of the Lessor and sureties, a sublease form and an assignment or sublease form, for use in subleasing, and assigning subleases to residential and commercial lots. Approval of the within described forms and schedules of rents by the Lessor and sureties, shall constitute approval of all residential and commercial lots, and assignments of subleases of residential and commercial lots, entered into by Lessee under this lease. Copy of each sublease shall be furnished to the Lessor.

B. The Lessor shall not knowingly or carelessly approve or state his reasons for disapproval within thirty (30) days after the sublease, assignment or transfer is submitted to him for approval. C. The rental of non-permanent type residences such as hotel or motel rooms, cabanas and related facilities shall not be considered subleasing as that term is defined in this section.

14. AGREEMENTS FOR UTILITY LINES AND STREETS:

Lessee shall have the right to enter into agreements with public utility companies and the State of California or any of its political subdivisions to provide utility services. Including gas, water, electricity, telephone, television, and sewer, and to dedicate street rights-of-way necessary for the full enjoyment of the leased premises and the development thereof in accordance with the provisions of this lease; providing, no such agreement or dedication shall cover land not included in this lease; and, further, provided that such an agreement or dedication shall not be for a period of time longer than the then remaining term of this lease, upon entering into such an agreement or dedication, the Lessee shall furnish to the Lessor executed copies thereof together with a plat or diagram showing the true location of the utility lines or streets to be constructed in accordance therewith.

15. ENCUMBRANCE:

This lease, or any right to or interest in this lease or any of the improvements on the leased premises may not be encumbered without the written approval of the Lessor and sureties, and no such encumbrance shall be valid without said approval. An encumbrance may be made for the purpose of constituting improvements on the leased premises providing the encumbrance is confined to the leased lot. Lessee agrees to furnish as requested any financial statements or analyses pertinent to the encumbrance that the Lessor may deem necessary to justify the amount of said encumbrance.

Approved encumbrance" herein shall mean an encumbrance approved by the Lessor and sureties. If any, in the manner provided in this Article 15, "Encumbrance" hereinafter shall mean the owner and holder of an approved encumbrance. It is provided that the Lessee is not in default under the terms of this lease, an approved encumbrance or any sublessee in the event of default by sublessee of the terms of any encumbrance provided that before any sale of said sublessee's leasehold interest, whether by power of sale or foreclosure, the encumbrancer shall give to the Lessor and the Lessee hereunder notice of the same character and duration as is required to be given to the encumbrances by such encumbrance and the laws of the State of California.

If such sale shall occur under the encumbrance or if notice of such sale shall be given and the default or any of them upon which such notice of sale is based shall then continue, Lessee shall have the right to correct such default in the event said rent has not occurred or to pay to the then owner of the subleasehold (if sale has occurred) the aggregate amount, including expenses of foreclosure or sale, which would have been paid had not occurred, and to terminate such subleasehold. If sale or foreclosure had not occurred, and if the then owner of the subleasehold, if sale or (a) paying to the encumbrancer, and (b) terminating such subleasehold, if sale or foreclosure has occurred, the amount of the principal and accrued interest which he or she is upaid, or (in the event of sale or foreclosure) which would have remained unpaid if sale or foreclosure had not occurred, such amount being hereafter called "balance of the encumbrance"; or (c) securing to the encumbrancer, or to the owner of the subleasehold, if sale or foreclosure has occurred, a promissory note and encumbrance (herein called "new encumbrance") for the "balance of the encumbrance" upon the same terms and conditions as originally provided by the approved encumbrance, and delivering to the encumbrancer or owner of the subleasehold a policy of title insurance in the amount of the "balance of the encumbrance" issued by a reputable title insurance company and insuring that the new encumbrance is a first encumbrance upon the subleasehold described in said sublease subject only to current taxes and to conditions, restrictions and reservations of record at the time of recording, and to conditions, restrictions and reservations of record under the above reapportioned and any sale or foreclosure under the approved encumbrance. If the approved encumbrance is purchased by the encumbrancer, it shall collect all rents due from sublessees and after deducting any reasonable costs of collecting the same shall hold such rents in trust as follows:

First: Taxes upon said property.

Second: Premiums for insurance policies required by the sublease or by the approved encumbrance.

Third: Utility charges and costs of maintenance of said property.

Fourth: To the owner of the subleasehold the amounts which would have been due upon the "balance of the encumbrance" had such sale or foreclosure not occurred.

Fifth: Rental due Lessee under the sublease.

Sixth: To the then owner of the subleasehold until such owner has received a sum equal to the "balance of the encumbrance"; and

Seventh: The balance to Lessee.

Payments made by the encumbrancer to Lessee in any period as provided for above shall be deemed to constitute the entire amount of rental owed for such period.

If sale or foreclosure under the approved encumbrance occurs and the purchaser is the encumbrancer, the encumbrancer may assign the subleasehold without any consent, for a period not to extend beyond the term of the encumbrance, subject, however, to the right of termination by Lessee accorded for in this Article, and subject to the further condition that the assignee must agree in writing to be bound by all of the terms and conditions of this lease and the sublease, if a sale or foreclosure under the approved encumbrance occurs and the purchaser is a party other than the encumbrancer, said purchaser as successor in interest to a sublessee will be bound by all the terms of the lease and sublease and will assume all the obligations of the sublessee thereunder. The foregoing schedule of payments to be made from rents will not apply to the assignee of purchaser in either of those events.

B. In the event of default by the Lessee of the term of an approved encumbrance, the encumbrancer may exercise any rights provided for in the approved encumbrance, provided that before any sale of the leasehold, whether under power of sale character and duration as is required to be given to Lessee by such encumbrance and the laws of the State of California.

If such sale shall occur under the encumbrance, or if notice of such sale shall be given, and the default or any of them upon which such notice of sale is based shall then continue, Lessor shall have the right to correct such default in the event said rent has not occurred or to pay to the then owner of the leasehold (if the sale has occurred) the aggregate amount, including expenses of foreclosure and sale, which would have been required to correct all delinquencies under the encumbrance. If sale or foreclosure had not occurred, and to terminate such leasehold upon first either (a) paying to the encumbrancer or the then owner of the leasehold, if sale or foreclosure has occurred, the amount of the principal and accrued interest which would have remained unpaid, or (in the event of sale or foreclosure) which would have remained unpaid if sale or foreclosure had not occurred, such amount being hereafter called "balance of the encumbrance"; or (b) executing to the encumbrancer, or to the holder of the leasehold, if sale or foreclosure has occurred, a promissory note and the encumbrance (herein called "new encumbrance") for the "balance of the encumbrance" upon the same terms and conditions as originally provided by the approved encumbrance, and delivering to the encumbrancer or owner of the leasehold a

policy of title insurance in the amount of the "balance of the encumbrance" issued by a reputable title insurance company and insuring that the new encumbrance is a first encumbrance upon the subleasehold described in this lease subject only to current taxes and to conditions, restrictions and reservations of record at the time of recording the approved encumbrance.

In the event the above does not swell himself or remedies set forth above in this Article and any sale or foreclosure under the approved encumbrance occurs and the leasehold is purchased by the encumbrancer, it shall collect all rents due from sublessees and after deducting any reasonable costs of collecting the same, shall hold such rents in trust to pay in the following order:

First: Taxes upon said property.

Second: Premiums for insurance policies required by this lease or by the approved encumbrance.

Third: Utility charges and costs of maintenance of said property.

Fourth: To the owner of the leasehold the amounts which would have been due upon the "balance of the encumbrance" had such sale or foreclosure not occurred;

Fifth: Rental due Lessor under this lease.

Sixth: To the then owner of the leasehold, the amount of the "balance of the encumbrance"; and

Seventh: The balance to Lessor.

Payments made by the encumbrancer to Lessor in any period as provided for above shall be deemed to constitute the entire amount of rental owed for such period.

If a sale or foreclosure under the approved encumbrance occurs, and the purchaser is the encumbrancer, the encumbrancer may assign the leasehold without any consent, for a period not to extend beyond the term of the encumbrance subject, however, to the right of termination by the Lessor provided for in this Article and subject to the further condition that the assignee must agree in writing to be bound by all of the terms and conditions of this lease. If a sale or foreclosure under the approved encumbrance occurs and the purchaser is a party other than the encumbrancer, said purchaser as successor in interest to a sublessee will be bound by all of the terms of this lease and will assume all the obligations of the Lessee thereunder. The foregoing schedule of payments to be made from rents will not apply to the assignee of purchaser in either of those events.

C. Exercise of any of the above-mentioned rights of termination shall not invalidate or repeal any sublease which may be executed by lessee or any then owner of the leasehold, if such sublease shall be for a term not extending beyond the date upon which the approved encumbrance would be paid in full (if the payments prescribed therein were made promptly but without acceleration).

16. LIENS, TAXES, ASSESSMENTS, UTILITY CHARGES

Lessee shall not permit to be enforced against the leased premises or any part thereof, any liens arising from any work performed, materials furnished, or obligations incurred by Lessee, but Lessee shall discharge all such liens before any action is brought to enforce same; further, Lessee shall pay, when and as the same become due and payable, all taxes, assessments, license fees, and other like charges levied during the term of this lease upon or against the leased land and all interests therein and property thereon for which either the Lessor may become liable. Upon written application, the Lessee shall furnish to the Lessor written evidence duly certified that any and all taxes required to be paid by Lessee have been paid, satisfied, or otherwise discharged. Lessee shall have the right to contest any claim, assessed tax, or assessment against the property by posting bond to preserve any claim, asserted tax, or resulting therefrom, and Lessee agrees to protect and hold harmless the Lessor and thereon, from any and all claims, taxes, assessments, and all improvements lien therefor or sale or other proceedings to enforce payment thereon, and all costs in connection therewith. Lessor shall execute and file any appropriate documents with reference to real estate tax exemption of the land when applicable by Lessee. In addition to the rents, taxes, and other charges herein described, Lessor shall pay all charges for water, sewage, gas, electricity, telephone, and other utility services supplied to said premises.

17. LESSOR'S PAYING CLAIMS:

Lessor shall have the option to pay any lien or charge payable by Lessee under this lease, or settle any action therefor, if the Lessee after written notice from Lessor fails to pay or post bond against enforcement. All costs and other expenses incurred by Lessor in so doing shall be paid to Lessor by Lessee upon demand, with interest at the rate of eight per cent (8%) per annum from date of payment but repaid. Default in such repayment shall constitute a breach of the covenants of this lease.

18. PUBLIC LIABILITY INSURANCE:

At all times during the term of this lease, Lessee shall carry a public liability insurance policy in the amount of **TWO HUNDRED THOUSAND DOLLARS (\$200,000.00)** for bodily injury to one person, **SIXTY HUNDRED THOUSAND DOLLARS (\$60,000.00)** for bodily injuries resulting from one incident, and **FIFTY THOUSAND DOLLARS (\$50,000.00)** for property damage sale incident, and **FIFTY THOUSAND DOLLARS (\$50,000.00)** for property damage sale policy to be written jointly to protect Lessee and Lessor and the United States. Copy of said policy shall be provided to the Lessor. Neither the Lessor nor the United States nor their officers, agents, and employees, shall be liable for any loss, damage or injury of any kind whatsoever, and the person or any use of the leased premises or from any other causes whatsoever, caused by material part of the consideration for this lease, hereby waives on Lessee's behalf all claims against Lessor and the United States and agrees to hold Lessor and the United States free and harmless from liability for all claims for any loss, damage, or injury arising from the use of the premises by Lessee, together with all costs and expenses in connection therewith.

19. FIRE AND DAMAGE INSURANCE:

Lessee shall, from the date of approval of this lease, carry fire insurance with extended coverage endorsements, and vandalism, jointly in the names of the Lessee, the United States, and Lessor, covering the full insurable value of all improvements on the leased premises. Said policy or policies shall be deposited with the Lessor, and Lessee shall pay all premiums and other charges payable in respect to such insurance, and shall deposit with the Lessor the amount of each premium. Other compliance with applicable laws and building regulations and in accordance with provisions on the leased premises, the Lessee shall reconstruct the improvement in plants to be approved pursuant to Article 7 hereof. Such reconstruction shall conform with insurance proceeds shall be deposited in escrow with an institution approved by the Lessor. The Lessee shall also deposit in said escrow all additional funds required to reconstruct the damaged improvement. Escrow instructions shall include provisions that all funds so deposited shall be used to reconstruct the damaged improvement, and funds shall be disbursed during the progress of reconstruction on proper architect's, engineer's, or contractor's certificates.

If Lessee has not defaulted under this lease, all money in escrow after reconstruction has been completed shall be paid to Lessee; if a default has taken place, said money shall remain in escrow as security for performance of Lessee until said default is corrected, after which funds remaining shall be paid to Lessee. If Lessee does not correct the default, said funds shall be paid to the Lessor.

In the event of damage to the extent of seventy-five per cent (75%) or more of the total value of all improvements on the leased premises during the last five (5) years of the term of this lease, the Lessee shall have the option whether or not to reconstruct said improvements. Should the Lessee elect not to reconstruct the improvements, said funds shall be cleared at Lessee's expense. In that event, all insurance proceeds shall be paid to the Lessor.

An encumbrancer shall be named as a beneficiary under the insurance mentioned in the within paragraph, and in the event of loss or damage to the buildings on such loss or damage (but not exceeding the unpaid balance of the approved encumbrance) shall be paid to the encumbrancer. If such amount paid to the encumbrancer is sufficient to repair the loss or damage with respect to which it was paid, then the encumbrancer shall, within three (3) months after such payment by the insurer, repair the loss or damage, when added to the amount paid by the insurer to the encumbrancer, the encumbrancer shall, upon written order of lessor and lessee, pay such monies for such repair, and it shall not be deemed a payment or credit on the said encumbrance, but otherwise, at the expiration of such three (3) months said sum so paid by the insurer to the encumbrancer shall be applied and credited upon the approved encumbrance.

20. UNLAWFUL USE:

The Lessee agrees that it will not use or cause to be used any part of the leased premises for any unlawful conduct or purpose.

21. COMPLETION OF DEVELOPMENT:

The Lessee shall complete the full improvement and development of the leased premises in accordance with the general plan and architect's design, submitted in accordance with Article 7 above, within ten (10) years from the beginning date in the term of this lease. If the Lessee fails to complete full development within such period, the guaranteed minimum annual rental payable under this lease shall increase ten per cent (10%) at the beginning of the next fiscal year. This lease shall in each full fiscal year thereafter, the guaranteed minimum annual rental payable under the lease shall be increased an additional two per cent (2%).

Whenever under this instrument a time is stated within which or by which original construction, repairs, or reconstruction of said improvements shall be made and rebellion ensues or some other event not attributable to the Lessee, the period of delay so caused shall be added to the period limited herein for the completion of such work.

22. EMINENT DOMAIN:

If, at any time during the term of this lease, the leased premises or any part thereof is taken or condemned under the laws of Eminent Domain, then and every such case, the leased estate and interest of the Lessee in said premises or part thereof taken, shall forthwith cease and terminate. All compensation awarded by reason of the taking of the leased land and any taking of injury to the buildings or improvements located thereon shall be paid to the Lessee and the Lessor as their interests appear at the time of such taking. The rental thereafter payable hereunder for the remainder of the term of this lease shall be reduced in the proportion that the value of the entire premises is reduced by such taking or condemnation.

In the event of condemnation of the leased premises or any part thereof, the compensation or award insofar only as it is awarded for damages to the improvements on the leased property, to the extent of the unpaid balance of any approved encumbrance, shall be paid to the encumbrancer. As between Lessor and Lessee or sublessee and sublessee as the case may be, such amounts shall be deemed paid to the Lessee or sublessee and if such amount exceeds the amount to which Lessee or sublessee is entitled under the other terms of this lease, Lessee shall pay any such excess to Lessor.

23. ARBITRATION:

Whenever during the term of this lease the Lessee and the Lessor are unable to reach an agreement as required by this lease, and it becomes necessary to submit a matter to arbitration for settlement, an Arbitration Board shall be established. Said Arbitration Board shall consist of three persons, one member to be selected by the Lessee, one member to be selected by the Lessor, and the third to be selected by the other two members. It is further understood and agreed that the Secretary may be expected to accept any reasonable decision reached by said Arbitration Board, but he cannot be legally bound by any decision which might be in conflict with the interests of the Indians or the United States.

24. DEFAULT:

Time is declared to be of the essence of this lease. Should Lessee default in any payment of monies or fail to post bond, as required by the terms of this lease, and if such default shall continue uncorrected for the period of thirty (30) days after written notice thereof by the Lessor to Lessee, during which thirty-day period Lessee shall have the privilege of curing such default, or should Lessee breach any other covenant of this lease, and if such breach shall continue uncorrected for a period of sixty (60) days after written notice thereof by the Lessor to Lessee, during which sixty-day period Lessee shall have the privilege of curing such breach, then Lessor may either:

A. Collect by suit or otherwise, all monies as they become due hereunder, or enforce, by suit or otherwise, Lessee's compliance with any other provision of this lease, or

B. Re-enter the premises and remove all persons and property therefrom, excluding the property belonging to authorized sublessees and athen:

(1) Re-enter the premises without terminating this lease as the agent and for the benefit of Lessee, but without prejudicing the right of Lessor or any obligation of Lessee, encumbrer. Terms and conditions of such re-letting shall be at the discretion of the Lessor who shall have the right to alter and repair the premises as he deems advisable, but to re-let with or without any equipment applied first to the expenses of re-letting, collecting, altering, and repairing, including attorney's fees and any real estate commission actually paid, and thereafter toward the payment of all amounts due to Lessor and if a sufficient sum is not thus realized to liquidate the total due, Lessor shall thereafter as each monthly delinquency shall arise.

(2) Terminate this lease at any time and even though Lessor has exercised rights as outlined in (1) above. Exercise of this remedy shall exclude recourse to any other remedy.

Any action taken or suffered by Lessee as a debtor under any insolvency or bankruptcy act shall constitute a breach of this lease. In such event the Lessor shall have the option set forth in sub-articles (1) and (2) herein and furthermore, the Lessor is hereby declared to be a first preferred creditor except as provided in Article 15.

At least forty-five (45) days prior to any termination of the lease the Lessor shall give to the encumbrancer written notice of his intention to so terminate. If such posted termination be for any default of Lessee under the lease, the encumbrancer shall be entitled to remedy such default at any time before such termination occurs, and thereby prevent termination for such default, or if such default occurs, he shall be entitled to remedy such default, to commence the remedy thereof within thirty (30) days and diligently prosecute the same thereafter, during which time the lease shall not be terminated for such default, nor if fully rectified shall it thereafter be terminated for such default.

No waiver of any breach of any of the covenants of this lease shall be construed to be a waiver of any succeeding breach of the same or any other covenant.

25. HOLDING OVER:

Holding over by the Lessee after the termination of this lease shall not constitute a renewal or extension thereof, or give the Lessee any rights hereunder or in or to the leased premises. Lessee agrees to remove all property removable under the terms of this lease within sixty (60) days after termination of this lease or pay a daily rental computed at the rate of double the daily rental charged during the year immediately preceding termination of the lease, from the day following the termination of the lease until said property is removed.

26. NO PARTNERSHIP, OPERATION OF BUSINESS:

Regardless of the fact that terms of rental are in part on a percentage basis, Lessee and Lessor are not in partnership.

All business on the leased premises shall be conducted during the regular and customary hours of such businesses and on all business days in good faith, so that Lessor will at all times receive the maximum income under the percentage rental provisions of this lease.

27. TERMINATION OF FEDERAL TRUST:

Nothing contained in this lease shall operate to delay or prevent a termination of Federal Trust responsibilities with respect to the land by the issuance of a fee patent or otherwise during the term of this lease; however, such termination shall not serve to abrogate the lease. The owners of the land and the Lessee and their surety or sureties shall be notified of any such change in the status of the land.

28. OBLIGATIONS OF LESSEE:

While the leased premises are in trust or restricted status, all of the Lessee's obligations under this lease and the obligations of their sureties, are to the United States as well as to the owners of the land.

29. STATUS OF SUBLEASE:

Termination of this lease, by cancellation or otherwise, shall not serve to cancel approved subleases and/or subtenancies, but shall operate as an assignment to Lessor of any and all such subleases and/or subtenancies.

30. PAYMENTS AND NOTICES:

All notices, payments, and demands, shall be sent to the parties hereto at the addresses herein set forth or to such addresses as the parties may hereafter designate in writing. Notices and demands shall be sent by registered mail. Service of any date actually received shall be deemed complete ten (10) days after mailing or on the date shall be sent to the Lessor in care of the office of the Bureau of Indian Affairs hereinafter recited.

31. INSPECTION:

The Lessor and his authorized representatives shall have the right at any reasonable time during the term of this lease to enter upon the leased premises, or any part thereof, to inspect the same and all buildings and other improvements erected and placed thereon.

32. DELIVERY OF PREMISES:

At the termination of this lease, Lessee will peacefully and without legal process deliver up the possession of the leased premises, in good condition, usual wear and acts of God excepted.

33. LEASE BINDING:

This lease and its covenants, conditions and restrictions shall extend to and be binding upon Lessee's successors, heirs, assigns, executors, and administrators.

34. INTEREST OF MEMBER OF CONGRESS:

No Member of, or Delegate to, Congress or Resident Commissioner, shall be admitted to any share or part of this contract, or to any benefit that may arise herefrom, but this provision shall not be construed to extend to this contract if made with a corporation or company for its general benefit.

35. VALIDITY:

This lease, and any modification of or amendment to this lease, shall not be valid or binding upon either party hereto until executed by the Lessor.

36. WATER USE:

A. To facilitate the accounting of the diversions, returns, and beneficial consumption uses by the Secretary of the Interior of the waters of the main stream of the Colorado River, in accordance with the decision of the Supreme Court in Arizona v. California, 373 U.S. 546 (1963), the Lessee shall maintain accurate and complete records of the uses and amounts of water used on the leased area, shall furnish such records to Lessor on request and shall install metering or measuring devices as may be called for by the Secretary of the Interior or his authorized representatives. B. Water shall be used only for domestic, commercial, or recreational purposes; it shall not be used for agricultural or for industrial purposes, or for purposes more particularly for which water may be used shall be those set out in Paragraph 4A of this

lease, and any water used by Lessee for any other purpose shall result in immediate cancellation of the lease. IN WITNESS WHEREOF, the parties hereto have hereunto set their hands.

COLORADO RIVER
INDIAN TRIBES
By Pete Homer, Sr.
Chairman, Colorado River
Tribal Council
as per Resolution No. R-5-64
dated 2-1-64

COLORADO RIVER
INDIAN AGENCY
By Homer M. Gilliland, Supt.
THE SECRETARY OF THE INTERIOR OF THE UNITED STATES
OF AMERICA, LESSOR

By W. Wanda Head
Area Director, Phoenix Area
Office, Bureau of Indian Affairs,
pursuant to authority delegated
February 1, 1964
CENTRAL CALIFORNIA LAND
DEVELOPMENT CO.
A Nevada Corporation, Lessee
By M. Penn Phillips
Vice President
By Penn P. Thayer
Assistant Secretary

STATE OF ARIZONA
COUNTY OF YUMA

I, Edna Mae Jones, Notary Public in and for the County of Yuma, State of Arizona, do hereby certify that Homer M. Gilliland whose name is subscribed to a Business Lease, Contract No. 14-20-0450-4833, dated February 28, 1964, as Superintendent, Colorado River Agency, Bureau of Indian Affairs, now is and was at the time of signing the same Superintendent, Colorado River Agency, Bureau of Indian Affairs, and personally acknowledged to me that he executed said lease as his free and voluntary act and deed for the uses and purposes therein set forth. Given under my hand and the seal of said office this 9th day of April, 1964.

EDNA MAE JONES
Notary Public

My commission expires July 25, 1966.
SEAL

STATE OF ARIZONA
COUNTY OF YUMA

I Edna Mae Jones, Notary Public in and for the County of Yuma, State of Arizona, do hereby certify that Pete Homer, Sr. whose name is subscribed to a Business Lease, Contract No. 14-20-0450-4833, dated February 28, 1964, as Chairman, Colorado River Tribes, now is and was at the time of signing the same Chairman, Colorado River Tribes, and personally acknowledged to me that he executed said lease as his free and voluntary act and deed for the uses and purposes therein set forth. Given under my hand and the seal of said office this 9th day of April, 1964.

EDNA MAE JONES
Notary Public

My commission expires July 25, 1966.
SEAL

STATE OF ARIZONA
COUNTY OF MARICOPA

I, Inez M. Kelly, Notary Public in and for the County of Maricopa, State of Arizona, do hereby certify that W. Wanda Head, whose name is subscribed to a Business Lease, Contract No. 14-20-0450-4833, dated February 28, 1964, as Area Director, Phoenix Area Office, Bureau of Indian Affairs, now is and was at the time of signing the same, Area Director of the Phoenix Area Office, Bureau of Indian Affairs, and personally acknowledged to me that he executed said lease as his free and voluntary act and deed for the uses and purposes therein set forth. Given under my hand and the seal of said office this 8th day of April, 1964.

INEZ M. KELLY
Notary Public

My commission expires September 28, 1964.

UNITED STATES
DEPARTMENT OF THE INTERIOR
BUREAU OF INDIAN AFFAIRS
Phoenix Area Office
124 West Thomas Road, P.O. Box 7007
Phoenix, Arizona 85011

Lease No. 14-20-0450-4833
Cont. No. 14-20-0450-4833

SUPPLEMENTAL AGREEMENT NO. 1

This Supplemental Agreement No. 1, made and entered into this 21 day of May, 1964, by and between the Secretary of the Interior of the United States of America, hereinafter called the "Lessor", and Central California Land Development Company, a Nevada corporation, qualified to do business in the State of California, hereinafter called the "Lessee", under the provisions of the Act of September 5, 1962 (Public Law 87-427, 78 Stat. 429) as implemented by Part 131, Title 25, Indians, which by reference are made a part hereof.

WITNESSETH:

THAT WHEREAS, on the 28th day of February, 1964, the parties hereto entered into to lease No. 14-20-0450-4833, and WHEREAS, said Lease was approved by the Area Director, Phoenix Area, Bureau of Indian Affairs, Department of the Interior, on the 28th day of February, 1964, and WHEREAS, the parties mutually desire to modify certain provisions of said lease, NOW THEREFORE, in consideration of the premises, said Lease No. 14-20-0450-4833, is hereby amended in the following particular, and in no other.

1. ARTICLE 1 "DEFINITIONS": The last sentence of Article 1 on line 13, Page 2, shall be deleted in its entirety and the following sentence substituted in its place and read:

"It shall not include the sales of fixtures or goodwill or the sales of improvements to land of any kind, including but not limited to cooperatively apartments, apartment houses, hotels, single-family residences.

COLORADO RIVER
INDIAN TRIBES
By Pete Homer, Sr.
Chairman, Colorado River
Tribal Council
COLORADO RIVER
INDIAN AGENCY
By Homer M. Gilliland, Supt.
THE SECRETARY OF THE INTERIOR OF THE UNITED STATES
OF AMERICA, LESSOR
By W. Wanda Head
Area Director, Phoenix Area
Office, Bureau of Indian Affairs,
pursuant to authority delegated
by Secretarial letter dated
February 1, 1964
CENTRAL CALIFORNIA LAND
DEVELOPMENT CO. a Nevada
Corporation, LESSEE
By Carlo P. Giunthi
President
By Arthur A. Miller,
Asst. Secretary

ACKNOWLEDGMENT OF CONCURRING PARTIES

STATE OF ARIZONA } ss.
 COUNTY OF MARICOPA }
 Before me, a Notary Public, in and for said county and State, on this 13th day of July, 1984, personally appeared Pete Homer, Sr., and Homer M. Gilliland, whose names are subscribed to the foregoing Supplemental Agreement No. 1 to Business Lease, Contract No. 14-20-0450-4833, dated May 21, 1984, as Chairman, Colorado River Tribal Council and Superintendent, Colorado River Indian Agency, respectively, now are and were at the time of signing the same, were the persons described in the said supplemental agreement as Concurring Parties and who were the Chairman, Colorado River Tribal Council and Superintendent, Colorado River Indian Agency, and they personally acknowledged to me that they executed said supplemental agreement as their free and voluntary act and deed for the uses and purposes set forth therein.

INEZ M. KELLY
 Notary Public
 My commission expires Sept. 26, 1984.

ACKNOWLEDGMENT OF AREA DIRECTOR
 LESSOR UNDER BUSINESS LEASE
 CONTRACT NO. 14-20-0450-4833

STATE OF ARIZONA } ss.
 COUNTY OF MARICOPA }
 I, Inez M. Kelly, Notary Public in and for the County of Maricopa, State of Arizona do hereby certify that W. Wade Head, whose name is subscribed to a Supplemental Agreement No. 1 to Business Lease, Contract No. 14-20-0450-4833, dated May 21, 1984, as Area Director, Phoenix Area Office, Bureau of Indian Affairs, now is and was at the time of signing the same, Area Director of the Phoenix Area Office, Bureau of Indian Affairs, and he personally acknowledged to me that he executed said supplemental agreement as his free and voluntary act and deed for the purposes therein set forth.

Given under my hand and the seal of said office this 21st day of July, 1984.
 INEZ M. KELLY
 Notary Public
 My commission expires Sept. 26, 1984.

UNITED STATES
 DEPARTMENT OF THE INTERIOR
 BUREAU OF INDIAN AFFAIRS
 Phoenix Area Office
 124 West Thomas Road, P.O. Box 7007
 Phoenix, Arizona 85011

Lease No. 14-20-0450-4833
 Cont. No. 14-20-0450-4833

SUPPLEMENTAL AGREEMENT NO. 2

This Supplemental Agreement No. 2 made and entered into this 21st day of June, 1985, by and between the Colorado River Indian Tribes, hereinafter called the "Lessor", whose address is Route 1, Box 23-S, Parker, Arizona, and Central California Land Development Company, a Nevada corporation, qualified to do business in the State of California, hereinafter called the "Lessee", under the provisions of the Act of April 30, 1984 (78 Stat. 198), and as implemented by Part 131, Title 25, Indians, and any amendments thereto relative to Business Leases on restricted Indian Lands, which by reference are made a part hereof.

WITNESSETH:

That WHEREAS, on the 28th day of February, 1984, the parties hereto entered into Lease No. 14-20-0450-4833, and Contract No. 14-20-0450-4833, and WHEREAS, said Lease was approved by the Area Director, Phoenix Area, Bureau of Indian Affairs, Department of the Interior, on the 28th day of February, 1984, and WHEREAS, the parties mutually desire to modify certain provisions of said Lease, NOW THEREFORE, in consideration of the premises, said Lease No. 14-20-0450-4833, is hereby amended in the following particulars, and in no other:

ARTICLE 4 "RENTAL": That Central California Land Development Company shall pay the rentals as required under the above cited lease but shall be permitted to recover one (1) year's rental of FIFTEEN THOUSAND SIX HUNDRED AND NO/100 DOLLARS (\$15,600.00) from the gross percentage as accrued above the minimum gross rentals until FIFTEEN THOUSAND SIX HUNDRED AND NO/100 DOLLARS (\$15,600.00) shall be accumulated to them.

ARTICLE 8 "IMPROVEMENTS": That an extension of two (2) years is hereby granted for compliance with the development stipulations calling for the construction of TWO HUNDRED FIFTY THOUSAND AND NO/100 DOLLARS (\$250,000.00) during the 1984 lease year and FIVE HUNDRED THOUSAND AND NO/100 DOLLARS (\$500,000.00) during the 1985 lease year to permit the expenditure of TWO HUNDRED FIFTY THOUSAND AND NO/100 DOLLARS (\$250,000.00) in the 1986 lease year, an additional FIVE HUNDRED THOUSAND DOLLARS (\$500,000.00) in the 1987 lease year, and in the 1988, 1989, 1970, 1971, 1972, and 1973 lease years an additional ONE MILLION DOLLARS (\$1,000,000.00) each year, and in the 1974 lease year an additional SEVEN HUNDRED FIFTY THOUSAND DOLLARS (\$750,000.00) with Central California Land Development Company receiving credit for approximately ONE HUNDRED SIXTY THOUSAND AND NO/100 DOLLARS (\$160,000.00) already expended on the TWO HUNDRED FIFTY THOUSAND AND NO/100 DOLLARS (\$250,000.00) performance requirements for the 1984 lease year.

ARTICLE 21 "COMPLETION OF DEVELOPMENT": That on page 19 of the basic lease, on line 30 hereof, the years as shown therein is hereby changed from ten (10) years, to twelve (12) years.

This supplemental agreement No. 2 does not change any of the terms, conditions, stipulations except as specifically set forth herein.

IN WITNESS WHEREOF, the parties hereto have set their hands the day and year first above written.

LESSOR: CENTRAL CALIFORNIA LAND DEVELOPMENT CO., a Nevada Corporation
 By Carlo P. Glunhni, President

By Arthur A. Miller, Asst. Secretary
 LESSOR: COLORADO RIVER INDIAN TRIBES
 By Dempsey D. Scott, Sr., Chairman, Colorado River Tribal Council
 By Agnes Savilla, Secretary, Colorado River Tribal Council

CONCURRED IN:
 Colorado River Agency
 Homer M. Gilliland,
 Superintendent
 APPROVED:
 July 28, 1986
 THE SECRETARY OF THE INTERIOR OF THE UNITED STATES OF AMERICA

George W. Hedden
 Acting Area Director, Phoenix Area Bureau of Indian Affairs, pursuant to authority delegated by Secretarial letter dated February 1, 1984.

STATE OF CALIFORNIA } ss.
 COUNTY OF LOS ANGELES }

On July 21, 1986 before me, the undersigned, a Notary Public in and for the said County and State, personally appeared Carlo P. Glunhni, known to me to be the President, and Arthur A. Miller, known to me to be the Assistant Secretary of CENTRAL CALIFORNIA LAND DEVELOPMENT CO., a Nevada Corporation, the Corporation that executed the within instrument, on behalf of the Corporation herein named, and acknowledged to me that such Corporation executed the within instrument pursuant to its by-laws and a resolution of its board of directors.

WITNESS my hand and official seal.
 Anna L. King
 Notary Public in and for said County and State
 My Commission expires July 22, 1986.

ACKNOWLEDGMENT OF CONCURRING PARTIES

STATE OF ARIZONA } ss.
 COUNTY OF YUMA }
 Before me, a Notary Public, in and for said County and State, on this 25th day of July, 1986, personally appeared Dempsey D. Scott, Sr., and Agnes Savilla, whose names are subscribed to the foregoing Supplemental Agreement No. 2 to Business Lease, Contract No. 14-20-0450-4833, dated May 21, 1984, as Chairman and Secretary, respectively, Colorado River Tribal Council, now are and were at the time of signing the same, were the persons described in the said supplemental agreement as Concurring Parties and who were the Chairman, Colorado River Tribal Council and Secretary, Colorado River Tribal Council, and they personally acknowledged to me that they executed said supplemental agreement as their free and voluntary act and deed for the uses and purposes set forth therein.

Ethel T. Goodman
 Notary Public
 My commission expires June 13, 1970.

ACKNOWLEDGMENT OF APPROVING OFFICER

STATE OF ARIZONA } ss.
 COUNTY OF MARICOPA }
 Before me, a Notary Public, in and for said County and State, on the 29th day of July, 1986, personally appeared George W. Hedden, whose name is subscribed to the foregoing Supplemental Agreement No. 2 of Business Lease, Contract No. 14-20-0450-4833, dated April 21, 1986, as ACTING Area Director, Phoenix Area Office, Bureau of Indian Affairs, now is and was at the time of signing the same, personally acknowledged to me that he executed the said lease as his free and voluntary act and deed for the uses and purposes set forth herein.

Mary M. Gilbert
 Notary Public
 My commission expires July 28, 1986.

UNITED STATES
 DEPARTMENT OF THE INTERIOR
 BUREAU OF INDIAN AFFAIRS
 Phoenix Area Office
 124 West Thomas Road
 Phoenix, Arizona 85011
 P. O. Box 7007

Lease No. 14-20-0450-4833
 Contract No. 14-20-0450-4833

SUPPLEMENTAL AGREEMENT NO. 3

This Supplemental Agreement No. 3 made and entered into this 16th day of August, 1986, by and between the COLORADO RIVER INDIAN TRIBES, hereinafter called the "Lessor", whose address is Route 1, Box 23-S, Parker, Arizona, and GRAYCO LAND ESCROW LTD., a California corporation, 55 Turner Street, San Francisco, California, hereinafter called the "Lessee", under the provisions of the Act of April 30, 1984 (78 Stat. 198), and as implemented by Part 131, Title 25, Indians, and any amendments thereto relative to Business Leases on restricted Indian Lands which by reference are made a part hereof.

WITNESSETH:

That WHEREAS on the 28th day of February, 1984, the Secretary of the Interior of the United States of America, as Lessor, and Central California Land Development Company, a Nevada corporation, qualified to do business in the State of California, as Lessee, entered into Lease No. 14-20-0450-4833, which was approved by the Area Director, Phoenix Area, Bureau of Indian Affairs, Department of the Interior, on said 28th day of February, 1984, and WHEREAS, the parties mutually desire to modify certain provisions of said Lease, NOW THEREFORE, in consideration of the premises, said Lease No. 14-20-0450-4833 (Business Lease), is hereby amended in the following particulars, and in no other:

ARTICLE 4 "RENTAL":
 1. The provisions of paragraph A of ARTICLE 4, lines 13 through 32 on page 3 and lines 1 through 23 on page 4, and the provisions of paragraph B of ARTICLE 4, lines 24 through 32 on page 4 and lines 1 through 7 on page 5, shall be deleted in their entirety and the following paragraphs A and B, respectively, shall be substituted in their place and read:
 "A. The Lessee shall pay the following guaranteed minimum annual rentals: "During the first year of the term of this lease, the sum of ONE DOLLAR AND FIFTY CENTS (\$1.50) per acre per year, during the second and third years of the term of this lease, the sum of TWO DOLLARS (\$2.00) per acre for each year, during the fourth year of the term of this lease, the sum of THREE DOLLARS (\$3.00) per acre, during the fifth year of the term of this lease, the sum of FOUR DOLLARS (\$4.00) per acre, during the sixth year of the term of this lease, the sum of FIVE DOLLARS (\$5.00) per acre, during the seventh year of the term of this lease, the sum of SIX DOLLARS (\$6.00) per acre, and during each and every subsequent year thereafter, the sum of SEVEN DOLLARS (\$7.00) per acre per year. Said guaranteed minimum annual rental shall be paid in advance to the Bureau of Indian Affairs, Phoenix Area Office, the first payment to be made when the lease is executed by the Lessor and all subsequent payments to be made on or before the successive anniversaries of the beginning date of the term of this lease."
 "B. As additional rental over and above guaranteed minimum annual rental, a sum equal to the difference between said minimum annual rental and the sum of the following percentages of gross receipts of businesses, as specified or assigned:
 (1)(a) Golf Course and Club House (excluding amounts collected for membership or initiation fees at the time an individual acquired membership in the Golf Club) 10%
 (b) Pro Shop 3%
 (2) Hotel 5%
 (3) Commercial Houses 5%
 (4) Commercial uses: 5%
 "20% of the Lessee's total gross receipts from all commercial facilities on account of square-foot rentals or otherwise. It is understood and agreed, however, that this does not contemplate the use and occupancy of the leased premises by the Lessee. In the event that the Lessee shall, during the term of this lease, physically occupy the leased premises, or any part thereof, the amount of percentage rental payable for that use shall be the net-of-assignment or supplemental agreement of the subject of an appropriate Residential Lot Rentals, including both single-family residence lots rentals and cooperative apartment lot rentals 20%
 (9) Other Uses: 20%
 "If any part or parts of the leased premises are used for any purpose or purposes other than those set out in this lease, the percentage rentals for such uses shall be negotiated by the Lessor and the Lessee prior to the time such uses are commenced. In the event that negotiations between the Lessor and the Lessee are unsuccessful, the matter of percentage rentals for the subject of this paragraph shall be determined by a Board of Arbitration to be constituted as follows:

WHEREAS the parties hereto mutually desire to modify certain provisions of said Contract No. 14-20-0450-4833 (Business Lease), NOW THEREFORE, in consideration of the premises, said Lease No. 14-20-0450-4833 (Business Lease), is hereby amended in the following particulars, and in no other:

ARTICLE 4 "RENTAL":

1. The provisions of paragraph A of ARTICLE 4, lines 13 through 32 on page 3 and lines 1 through 23 on page 4, and the provisions of paragraph B of ARTICLE 4, lines 24 through 32 on page 4 and lines 1 through 7 on page 5, shall be deleted in their entirety and the following paragraphs A and B, respectively, shall be substituted in their place and read:

"A. The Lessee shall pay the following guaranteed minimum annual rentals: "During the first year of the term of this lease, the sum of ONE DOLLAR AND FIFTY CENTS (\$1.50) per acre per year, during the second and third years of the term of this lease, the sum of TWO DOLLARS (\$2.00) per acre for each year, during the fourth year of the term of this lease, the sum of THREE DOLLARS (\$3.00) per acre, during the fifth year of the term of this lease, the sum of FOUR DOLLARS (\$4.00) per acre, during the sixth year of the term of this lease, the sum of FIVE DOLLARS (\$5.00) per acre, during the seventh year of the term of this lease, the sum of SIX DOLLARS (\$6.00) per acre, and during each and every subsequent year thereafter, the sum of SEVEN DOLLARS (\$7.00) per acre per year. Said guaranteed minimum annual rental shall be paid in advance to the Bureau of Indian Affairs, Phoenix Area Office, the first payment to be made when the lease is executed by the Lessor and all subsequent payments to be made on or before the successive anniversaries of the beginning date of the term of this lease."
 "B. As additional rental over and above guaranteed minimum annual rental, a sum equal to the difference between said minimum annual rental and the sum of the following percentages of gross receipts of businesses, as specified or assigned:
 (1)(a) Golf Course and Club House (excluding amounts collected for membership or initiation fees at the time an individual acquired membership in the Gold Club) 10%
 (b) Pro Shop 3%
 (2) Hotel 5%
 (3) Commercial Houses 5%
 (4) Commercial uses: 5%
 "20% of the Lessee's total gross receipts from all commercial facilities on account of square-foot rentals or otherwise. It is understood and agreed, however, that this does not contemplate the use and occupancy of the leased premises by the Lessee. In the event that the Lessee shall, during the term of this lease, physically occupy the leased premises, or any part thereof, the amount of percentage rental payable for that use shall be the net-of-assignment or supplemental agreement of the subject of an appropriate Residential Lot Rentals, including both single-family residence lots rentals and cooperative apartment lot rentals 20%
 (9) Other Uses: 20%
 "If any part or parts of the leased premises are used for any purpose or purposes other than those set out in this lease, the percentage rentals for such uses shall be negotiated by the Lessor and the Lessee prior to the time such uses are commenced. In the event that negotiations between the Lessor and the Lessee are unsuccessful, the matter of percentage rentals for the subject of this paragraph shall be determined by a Board of Arbitration to be constituted as follows:

The Lessor shall appoint one member of the Board of Arbitration; the Lessee shall appoint one member of the Board of Arbitration; and the two arbitrators so selected shall appoint a third member. The decision of a majority of the members of this Board of Arbitration so constituted shall be binding on the parties subject to the approval of the Secretary. It is understood and agreed that the Secretary shall be expected to accept any reasonable decisions reached by said Arbitration Board, but he cannot be legally bound by any decision which might be in conflict with the interests of the Indians or the United States."

2. ARTICLE 5 "ANNUAL ACCOUNTING"

The second sentence of ARTICLE 5, beginning on line 17, page 5, shall be deleted in its entirety and the following sentence substituted in its place and read: "With said audit reports, Lessee shall tender payment of any difference between the guaranteed minimum annual rental, as provided for in paragraph A of ARTICLE 4, and the amount due under the provisions of paragraph B of ARTICLE 4 above."

This Supplemental Agreement No. 3 does not change any of the terms, conditions, or stipulations except as specifically set forth herein.
IN WITNESS WHEREOF, the parties hereto have set their hands the day and year first above written.

LESSOR: COLORADO RIVER

INDIAN TRIBES

By Veronica L. Mulrook
Acting Chairman, Colorado
River Tribal Council
Secretary Colorado River
Tribal Council

for Colorado River Co. and River-
of-the-Sun Co., under that certain
Trust Agreement dated March 29,
1969, as amended

By Robert A. Gray
President

By Downey A. Grosenbaugh
Secretary

RIVER-OF-THE-SUN CO., a
California Limited Partnership
By: Central California Land
Development Co., as General
Partner

By Carlo P. Giuntini
President

By Paul J. Giuntini
Assistant Secretary

COLORADO RIVER CO.,

By: Del Rio Building Corp.,
as General Partner

By Carlo P. Giuntini
President

By Paul J. Giuntini
Secretary

CONCURRED IN:
Colorado River Indian Agency
By John Arlinojohn, Jr.,
Superintendent

APPROVED
THE SECRETARY OF THE
INTERIOR OF THE UNITED
STATES OF AMERICA

By George W. Hedden,
Assistant Area Director,
Phoenix Area Office,
Bureau of Indian Affairs,
Department of Interior, pursuant
to authority delegated by
Secretarial letter dated February
1, 1964.
Aug. 28, 1969

SUPPLEMENTAL AGREEMENT NO. 4

This Supplemental Agreement No. 4 made and entered into this 16th day of July, 1970, by and between the COLORADO RIVER INDIAN TRIBES, hereinafter called the "Lessor," and between the CALIFORNIA RIVER INDIAN TRIBES, hereinafter called the "ESGROW LTD," a California corporation, AS TRUSTEE under that certain Trust Agreement dated September 12, 1969, RIVER-OF-THE-SUN CO., a California Limited Partnership, and DEL RIO BUILDING CORP., a California Limited Partnership, hereinafter collectively called the "Lessee," under the provisions of the Act of April 30, 1964, (78 Stat. 188), and as implemented by Part 131, Title 25, C.F.R. and any amendments thereto relative to Business Lessees on restricted Indian Lands which by reference are made a part hereof.

W I T N E S S E T H :

THAT WHEREAS on the 26th day of February, 1964, the Secretary of the Interior of the United States of America, as Lessor, and Central California Land Development Company, a Nevada corporation, as Lessee, entered into Lease No. 14-20-0450-4833, which Contract (Business Lease) was approved by the Acting Area Director, Phoenix Area Office, Bureau of Indian Affairs, Department of the Interior, on said 26th day of February, 1964, and

WHEREAS on the 3rd day of March, 1967, Central California Land Development Co., executed an Assignment of Lease, wherein I assigned its entire Leasehold Interest in and to said Contract (Business Lease) to River-of-the-Sun Co., a California Limited Partnership, which assignment was approved by the Acting Area Director, Phoenix Area Office, Bureau of Indian Affairs, Department of the Interior, on the 8th day of March 1967, and

WHEREAS on the 3rd day of March, 1967, River-of-the-Sun Co. entered into a Sublease with Colorado River Co., a California Limited Partnership, wherein it ceded its interest in the lands subject to said Contract (Business Lease) to said Colorado River Co., for a term of fifteen (15) years, commencing on March 3, 1967, and terminating on March 2, 1982, which Sublease was approved by the Acting Area Director, Phoenix Area Office, Bureau of Indian Affairs, Department of the Interior, on February 12, 1969, and

WHEREAS the parties hereto mutually desire to modify certain provisions of said Contract No. 14-20-0450-4833 (Business Lease), NOW, THEREFORE in consideration of the premises, said Lease No. Contract No. 14-20-0450-4833 (Business Lease) is hereby amended in the following particulars, and in no others:

1. ARTICLE 2 "LAND DESCRIPTION"

- (a) that on page 2, lines 23 and the line immediately there under between line 23 and line 24, shall be deleted in their entirety, which lines presently read as follows: "T1N, R. 24 E."
- (b) That on page 3, in line 1 thereof, the word "fronting" shall be deleted and the words "adjoining" shall be substituted in its place and read.
- (c) That the last sentence and paragraph of ARTICLE 2, page 3, lines 2 through 4 shall be deleted in its entirety and the following sentence and paragraph substituted in its place and read: "All of the above land, containing an aggregate of 7800 acres, more or less, and subject to any prior, valid, existing rights-of-way."

2. ARTICLE 4 "RENTAL"

That present paragraph B of ARTICLE 4 of the subject Contract (Business Lease), as same is set forth in Supplemental Agreement No. 3 (dated August 15, 1969) to said Contract (Business Lease), commencing on page 4 and ending on page 6 thereof, shall be deleted in its entirety and the following paragraph B shall be substituted in its place and read:

"B. For each fiscal year of this Lease, as additional rental over and above the guaranteed minimum annual rental (hereinafter in this paragraph referred to as "unadjusted rental"), the Lessee shall pay a sum equal to the difference between said guaranteed rental and the aggregate amount computed by applying in the respective percentages hereinafter set forth to either the minimum or maximum annual rental, as same is set forth in the approved schedule of minimum annual rents provided for in paragraph A of ARTICLE

16, hereinafter in this paragraph referred to as "scheduled rent", or the gross receipts of businesses conducted thereon, if they exceed the scheduled rent or the gross receipts received by Lessee from commercial facilities, as specified hereinafter, if they exceed the scheduled rent, whichever is applicable, as specified hereinafter.

"(1) The percentage of scheduled rent to be used in the aforementioned computation shall be:
" (a) 20% of the scheduled rent of each lot that has been effectively sublet by Lessee, actually received by Lessee during said fiscal year of the lease, including, but not limited to, single-family residence lots, and commercial or business lots, multiple-family residence lots, and commercial or business lots, as said scheduled rent for each lot is now, or hereafter from time to time, set forth on the applicable schedule, regardless of the uses permitted on such lots by Lessee or by law, until such time, if any, as to any such lot when:
" (i) The applicable percentage of gross receipts payable to lessor during said fiscal year exceeds the scheduled rent for such lot on each such lot, or any one or more of the types of businesses specified hereinafter in subparagraphs (2)(a) through (2)(d) of this paragraph B of ARTICLE 4 (hereinafter in this paragraph referred to as "gross receipts rent"), exceeds 20% of the scheduled rent for such lot; or
" (ii) The applicable percentage of total receipts actually received by Lessee from all commercial facilities operated on each such lot by someone other than Lessee, as provided for hereinafter in subparagraph (3) of this paragraph B of the ARTICLE 4 (hereinafter in this paragraph referred to as "commercial rent") equals or exceeds 20% of the scheduled rent for such lot.

"(2) In the event the gross receipts rent or the commercial rent, if any, equal or exceed 20% of this Lease with respect to such a lot, does and after that time only, the said gross receipts rent or commercial rent actually received from said lot shall be taken into account in computing the said aggregate amount to be determined in addition to the scheduled rent, and the said aggregate amount, whether or not said gross receipts rent or commercial rent, shall be paid for said lot thereafter over and over from time to time, fall to equal or exceed 20% of the scheduled rent for said lot.

"(2) The percentage of gross receipts of businesses to be used in the aforementioned computation, whether said businesses are operated and the gross receipts realized by Lessee, a sublessee, or an assignee, shall be:
" (a) (i) 10% of all gross receipts from golf courses and club houses (excluding amounts collected for membership or initiation fees at the time an individual acquired membership in the golf club);
" (ii) 3% of all gross receipts from hotels and motels;
" (iii) 5% of all gross receipts from apartment houses;
" (iv) 5% of all gross receipts from potlaches and molales;
" (v) It is understood and agreed that an "apartment house" is hereby defined to mean any building or portion thereof containing three (3) or more apartments or dwelling units; "furthering unit" are both hereby defined to mean one or more habitable rooms, which are occupied or are intended to be occupied as a unit with facilities for living, sleeping, cooking and eating;
" (vi) It is hereby understood and agreed that any building containing two (2) apartments or dwelling units, as hereinabove defined, does not constitute an apartment house. For the purposes of this Contract (Business Lease), such a building containing two (2) apartments or dwelling units, as hereinabove defined, is hereby deemed to constitute a single-family residence.

Other Uses:
" (d) If any part or parts of the leased premises are used for any purpose or purposes other than those set out above in subparagraphs (2)(a) through (2)(v) of this paragraph B of ARTICLE 4, the percentage rent for such uses shall be negotiated by the Lessor and the Lessee prior to the time such uses are commenced. In the event that negotiation between the Lessor and the Lessee are unsuccessful, the matter of percentages rentals for this paragraph shall be determined by a Board of Arbitration to be constituted as follows: the Lessor shall appoint one member of the Board of Arbitration; the Lessee shall appoint one member of the Board of Arbitration; and the two arbitrators so appointed shall appoint a third member. The decision of a majority of the members of the Board of Arbitration shall be binding on the parties, subject to the approval of the Secretary, and agreed that the Secretary may be expected to accept any reasonable decisions reached by said Arbitration Board, but he cannot be legally bound by any decision which might be in conflict with the interests of the Indians or the United States of America.

"(3) The percentage of gross receipts from commercial facilities, not included in subparagraphs (2)(a) through (2)(v) of this paragraph B of ARTICLE 4, to be used in the aforementioned computation, shall be:
" (a) 20% of the total receipts received by the Lessee hereunder from all commercial facilities operated by someone other than the Lessee, on account of square-foot rentals or otherwise, without intending to exclude other facilities that do or may constitute commercial facilities, it is hereby understood and agreed that both the operation of a marina and a trailer park or mobile home park and first related facilities, constitute commercial facilities within the scope and meaning of this subparagraph (3) of this paragraph B of this ARTICLE 4.

"(b) Further, it is hereby understood and agreed, however, that the rental provisions of subparagraph (3)(a) of this paragraph B of this ARTICLE 4 do not contemplate the use of this paragraph B of this ARTICLE 4 by the Lessee, in the event that the Lessee shall, during the term of this Lease, in whole or in part, lease premises, or any part thereof, on which clearly occupy facilities are being operated, the amount of percentage rental payable for that use shall be negotiated by the parties hereto and shall become the subject of an appropriate amendment to the supplemental agreement of this Lease, in the event that negotiations between the Lessor and Lessee are unsuccessful, the matter shall be arbitrated as provided in subparagraph (2)(d) of this paragraph B of ARTICLE 4."

3. ARTICLE 36 "WATER USE"

To the provisions of ARTICLE 36, on page 25, shall be added the following paragraph C in its entirety:

"C. The total quantity of water to be diverted, pumped or otherwise provided for use or used hereunder (including evaporative losses from any marina, water impoundment or other recreational or community use) shall in no event exceed in aggregate twenty-one thousand seven hundred fifty acre feet (21,750) in any twelve (12) month period, provided, however, that, during the month of January, 1973, that amount shall be re-evaluated to determine whether it may be revised to a lesser amount (but never a greater amount). The amount herein above mentioned (twenty-one thousand seven hundred fifty (21,750) acre feet in any twelve (12) month period) was based upon fifteen thousand (15,000) projected lots entitled to a connection to the water distribution system of an average amount of one acre per lot, and one acre per lot entitled to a connection of 1.45 acre feet amount of water for each lot, and one acre per lot for recreational or other community uses.

"The reservation hereinabove provided to be made during the month of January, 1973, shall be made exclusively on the basis of a rate of 1.45 acre feet (a) (b), and (c) which shall be deemed to include and give due regard for amounts needed or required for recreational or other community uses; (a) the number of number of recorded lots then actually connected to the water distribution system but not then actually connected to a connection to the water distribution system; (b) the number of projected lots to be connected to a connection to the water distribution system; (c) the number of projected lots to be connected to a connection to the water distribution system, which projected lots shall be evidenced by bona fide development plans, including those filed with the appropriate governmental authority and those not filed with said governmental authority. The amount established by such reservation, if less than twenty-one thousand seven hundred fifty (21,750) acre feet per year, shall thereafter constitute the maximum amount which may be used or used in any twelve (12) month period beginning after February 1, 1973.

This Supplemental Agreement No. 4 does not change any of the terms, conditions, or stipulations except as specifically set forth herein.

IN WITNESS WHEREOF, the parties hereto have set their hands the day and year first above written.

LESSOR: COLORADO RIVER INDIAN TRIBES

By Veronica Murdock
Vice Chairman
Colorado River Tribal Council
By Marjorie Scott
Secretary
Colorado River Tribal Council

LESSEE: GRAYCO LAND ESCROW LTD., AS TRUSTEE for Colorado River Co. and River-of-the-Sun Co., under that certain Trust Agreement dated September 12, 1969.

By Robert A. Gray
President
By Thomas A. Gray
Vice-President

RIVER-OF-THE-SUN CO., a California Limited Partnership
By: Central California Land Development Co., as General partner
By Carlo P. Giuntini
President
By Paul J. Giuntini
Asst. Secretary

COLORADO RIVER CO., a California Limited Partnership
By: Del Rio Building Corp., as General Partner
By Del Rio Building Corp., as General Partner
By Carlo P. Giuntini
President
By Paul J. Giuntini
Secretary

CONCURRED IN:

COLORADO RIVER INDIAN AGENCY

By S.O. Hondrum
Acting Superintendent

APPROVED:

JULY 16, 1970

THE SECRETARY OF THE INTERIOR OF THE UNITED STATES OF AMERICA

By George W. Hedden
Assistant Area Director, Phoenix Area Office
Bureau of Indian Affairs, pursuant
authority delegated by Secretarial
letter dated February 1, 1964

STATE OF ARIZONA
COUNTY OF YUMA

SS

Before me, a Notary Public, in and for said County and State on this 10th day of July, 1970, personally appeared Veronica Murdock and Marjorie Scott, whose names are subscribed to the foregoing Supplemental Agreement No. 4 of Business Lease Contract No. 14-20-0450-4833, dated 1970, as Chairman and Secretary, respectively, Colorado River Tribal Council, now are sitting at the time of signing the same, the persons described in the said Supplemental Agreement and who were the Chairman, Colorado River Tribal Council and Secretary, Colorado River Tribal Council; and they personally acknowledged to me that they executed said Supplemental Agreement as their free and voluntary act and deed for the use and purposes set forth therein.

Ethel T. Goodman
Notary Public
My Commission expires June 13, 1974.

STATE OF CALIFORNIA
COUNTY OF LOS ANGELES

SS

On the 25th day of June, 1970, before me the undersigned, a Notary Public in and for the said County and State, personally appeared Robert A. Gray, known to me to be the President, and Thomas A. Gray, known to me to be the Vice-President of GRAYCO LAND ESCROW LTD., a California corporation, the corporation that executed the within instrument, known to me to be the persons who executed the within instrument, on behalf of the corporation herein named, and acknowledged to me that such corporation executed the within instrument pursuant to its by-laws or a resolution of its board of directors.

Anna L. King
Notary Public in and for said County and State
My Commission expires July 22, 1970.

STATE OF CALIFORNIA
COUNTY OF LOS ANGELES

SS

On the 25th day of June, 1970, before me the undersigned, a Notary Public in and for the said County and State, personally appeared Carlo P. Giuntini, known to me to be the President, and Paul J. Giuntini, known to me to be the Assistant Secretary of CENTRAL CALIFORNIA LAND DEVELOPMENT CO., a Nevada corporation, the corporation that executed the within instrument, known to me to be the persons who executed the within instrument, on behalf of the corporation herein named, and acknowledged to me to be the instrument pursuant to its by-laws or a resolution of its board of directors.

Albertha Kramer
Notary Public in and for said County and State

STATE OF CALIFORNIA
COUNTY OF LOS ANGELES

SS

On the 25th day of June, 1970, before me, the undersigned, a Notary Public in and for the said County and State, personally appeared Carlo P. Giuntini, known to me to be the President, and Paul J. Giuntini, known to me to be the Assistant Secretary of BUILDING CORP., a California corporation, the corporation that executed the within instrument in its capacity as the General Partner of Colorado River Co., a California limited partnership, known to me to be the persons who executed the within instrument, on behalf of the corporation herein named, and acknowledged to me to be the instrument pursuant to its by-laws or a resolution of its board of directors.

Albertha Kramer
Notary Public in and for said County and State

My Commission expires February 14, 1971.

ACKNOWLEDGMENT OF CONCURRENCE PARTY

STATE OF ARIZONA
COUNTY OF YUMA

SS

Before me, a Notary Public, in and for said County and State, on this 10th day of July, 1970, personally appeared S.O. Hondrum, whose name is subscribed to the foregoing Supplemental Agreement No. 4 of Business Lease Contract No. 14-20-0450-4833, dated 1970, as Superintendent, Colorado River Indian Agency, now is and was at the time of signing the same, the person subscribed in the said Supplemental Agreement as concurring party and who was the Superintendent, Colorado River Indian Agency; and he personally acknowledged to me that he executed said Supplemental Agreement as his free and voluntary act and deed for the uses and purposes set forth therein.

Ethel T. Goodman
Notary Public
My Commission expires June 13, 1974.

ACKNOWLEDGMENT OF APPROVING OFFICER

STATE OF ARIZONA
COUNTY OF MARICOPA

SS

Before me, a Notary Public, in and for said County and State, on this day of July, 1970, personally appeared George W. Hedden, whose name is subscribed to the foregoing Supplemental Agreement No. 4 of Business Lease Contract No. 14-20-0450-4833, dated 1970, as Assistant Area Director of the Phoenix Area Office, Bureau of Indian Affairs; and he personally acknowledged to me that he executed the said Supplemental Agreement as his free and voluntary act and deed for the uses and purposes set forth therein.

Notary Public
My Commission expires

ASSIGNMENT OF LEASE

THIS ASSIGNMENT Made the 3rd day of March, 1967 by CENTRAL CALIFORNIA LAND DEVELOPMENT CO., a Nevada corporation, hereinafter referred to as the Assignor, to RIVER-OF-THE-SUN CO., a limited partnership organized and existing under and by virtue of the laws of the State of California, having its principal place of business at 742 North Loren Avenue, Azusa, California, hereinafter referred to as the Assignee.

WITNESSETH:

THAT The Assignor for good and valuable consideration, receipt whereof is hereby acknowledged, hereby grants, transfers, and assigns to the Assignee the one acre interest in and to that certain lease dated February 26, 1964, between the Secretary of the Interior of the United States of America, as Lessor, and Central California Land Development Company, a Nevada corporation as Lessee, recorded on April 22, 1964, in Book 6135, Pages 505-525, as Instrument No. 329, of Official Records of the County of San Bernardino, California, as amended by Supplemental Agreement No. 1 dated May 21, 1964, and Supplemental No. 2, dated June 21, 1966, as recorded concurrently herewith, which lease described the following described real property:

San Bernardino Meridian
T.1N., R.24E.
sec. 36.
T.1N., R.25E.
secs. 20 and 21, those portions lying south of improved highway, secs. 22 and 23; sec. 24, West 1/2 (this section to be surveyed and acreages West and South of area known as Townsite of ESP and Jack Lahmer leases in E. 1/2 of sec. 24 included. The actual area to be delineated as per survey in accordance with agreement between Lessor and Lessee); 25 to 43, inclusive.
T.1S., R.24E.
secs. 1, 2, 11, and 12.
T.1S., R.25E.
secs. 5, 6 and 6.

And all lands accreted to riparian sections listed above and all islands fronting the above-described land in the Colorado River.

All of the above land being located in San Bernardino County, State of California, and containing an aggregated of 7,800 acres, more or less, and subject to any prior valid, existing rights-of-way.

In WITNESS WHEREOF, The undersigned corporation has caused its corporate name and seal to be affixed hereto and this instrument to be executed by its President and Assistant Secretary thereto duly authorized.

CENTRAL CALIFORNIA LAND DEVELOPMENT CO.

By Carlo P. Giuntini
President
By Arthur A. Miller
Assistant Secretary

STATE OF CALIFORNIA
COUNTY OF LOS ANGELES

SS

On February 20, 1967, before me, the undersigned, a Notary Public in and for said State, personally appeared Carlo P. Giuntini, known to me to be the President, and Arthur A. Miller, known to me to be the Assistant Secretary of the Corporation, that executed the within instrument, known to me to be the persons who executed the within instrument on behalf of the Corporation herein named, and acknowledged to me that such Corporation executed the within instrument pursuant to its by-laws or a resolution of its board of directors.

J. Patricia Seik
Notary Public

My Commission Expires June 28, 1968.

SEAL

ACCEPTED BY:
RIVER-OF-THE-SUN CO., a Limited Partnership

By Central California Land Development Co., a Nevada corporation
By Carlo P. Giuntini
President
By Arthur A. Miller
Asst. Secretary

APPROVED:
COLORADO RIVER INDIAN TRIBES
By Dempsey D. Scott, Sr.
Chairman, Colorado River Tribal Council

Bill Alcaida, Secretary
Colorado River Tribal Council

COLORADO RIVER INDIAN AGENCY
By Tim C. Dye
for Homer W. Gilliland
Supervisor
SECRETARY OF THE INTERIOR OF THE UNITED STATES OF AMERICA

By George W. Hedden
Acting Area Director, Phoenix Area Office,
Bureau of Indian Affairs, Phoenix Area Office,
pursuant to authority delegated by Secretarial
letter dated February 1, 1964.
Dated: March 6, 1967

ACKNOWLEDGMENT OF APPROVING OFFICER

STATE OF ARIZONA
COUNTY OF MARICOPA

}
} ss

Before me, a Notary Public, in and for said County and State, on the 8th day of march, 1967, personally appeared George W. Hedden whose name is subscribed to the foregoing assignment of lease, Commission No. 4-20-6135-1833, dated February 28, 1964, as ACTING Area Director, Phoenix Area Office, Bureau of Indian Affairs, now is and was at the time of signing the same, ACTING Area Director of the Phoenix Area Office, Bureau of Indian Affairs; and he personally acknowledged to me that he executed the said assignment of lease as his free and voluntary act and deed for the uses and purposes set forth therein.

SEAL

My commission expires July 28, 1968.

Mary M. Gilbert
Notary Public

SUBLEASE

THIS SUBLEASE ("Sublease") is entered into this 28th day of January, 1982 by and between RIVER-OF-THE-SUN CO., a California limited partnership hereinafter referred to as "Sun"; and WELLS FARGO REALTY SERVICES, INC., a California corporation, as "Sublessor". The Trust Agreement dated September 12, 1969 (collectively hereinafter "Trust Agreement") and BIG RIVER DEVELOPMENT CO., a California corporation hereinafter referred to as "Big River", and WELLS FARGO REALTY SERVICES, INC., a California corporation hereinafter referred to as "Trustee", as Trustee Under Trust Agreement dated September 12, 1969 (collectively hereinafter "Sublessor"),

RECITALS

WHEREAS, On February 28, 1964, Central California Land Development Co., a Nevada corporation, as Lessee, entered into that certain Master Lease, contract No. 14-20-0450-4833, for the real property described therein, with the Secretary of the Department of the Interior of the United States of America as Lessor, which was recorded on April 22, 1964 (hereinafter the "Master Lease"); and

WHEREAS, the Master Lease was supplemented by Supplemental Agreements No. 1, 2, 3, and 4 dated, respectively May 21, 1964, June 24, 1966, August 15, 1969, and July 16, 1970 and

WHEREAS, on March 3, 1967, Central California Land Development Co., executed an Assignment of Lease, wherein it assigned its entire interest in and to said Master Lease to Sun, which assignment was approved by the Acting Area Director, Phoenix Area Office, Bureau of Indian Affairs, Department of the Interior, on March 6, 1967; and

WHEREAS, on March 3, 1967, Sun entered into a sublease with Colorado River Co., a California limited partnership, wherein it subleased its entire interest in and to said Master Lease to Colorado River Co. for a term of fifteen (15) years commencing on March 3, 1967 and terminated on March 2, 1982, which sublease was approved by the Acting Area Director, Phoenix Area Office, Bureau of Indian Affairs, Department of the Interior, and

WHEREAS, by various assignments of the subject Master Lease and Sublease, said Master Lease and Sublease were vested in Trustee; and

WHEREAS, Sun, Colorado River Co., and Trustee entered into that certain Partial Surrender of Sublease dated January 29, 1982, wherein Colorado River Co. surrendered its interest relative to a portion of the real property described in the Master Lease as more particularly described on Exhibit A attached hereto in the Master Surrender by reference (hereinafter the "Property"); and

WHEREAS, Sun desires that the Property be developed into not less than 1,500 individual lots with completed roads and water availability, and

WHEREAS, Big River desires to so develop the Property and to sell subleasehold interests hereinafter provided;

NOW, THEREFORE, in consideration of the Recitals, the mutual covenants and promises contained herein and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

1. TERM.

Sun hereby subleases its interest in the Property to Big River from the date hereof, and including February 25, 2029.

2. IMPROVEMENTS.

Big River shall expeditiously commence the improvement of the Property pursuant to a development plan as hereinafter described. Within six (6) months from the date hereof, Big River shall submit to Sun for approval a development plan that includes the incremental development of not less than 1,500 lots located on the Property together with the installation of all necessary roads and water facilities. Such development plan shall include the proposed plan and area water work for the subdivision of the Property. Sun shall have thirty (30) days within which to reasonably disapprove the development plan as submitted or to make modifications thereto. The development plan shall be deemed approved in the event that Sun fails to disapprove or modify the development plan within the time limits specified above. In the event of disapproval or modification, Sun shall submit detailed instructions within which to resubmit the development plan and Big River shall have thirty (30) days within which to implement the same. Upon mutual approval of the development plan by Sun and Big River, a copy of the development plan, together with a description of the various uses to which the Property will be put and specifically the expected locations of such various uses, will be furnished to the Colorado River Indian Tribes, and to the Secretary of the Interior of the United States of America, or his duly authorized representative, in the event that Big River fails to expeditiously develop the Property. Sun may terminate this Sublease.

2.2 In consideration of expenditures already incurred by Sun with respect to the development plan, Big River agrees to reimburse Sun for all of Sun's out-of-pocket expenses incurred to the date hereof for engineering, preparation and submission of subdivision maps relative to the Property. Such payment shall be made within thirty (30) days of the date hereof.

2.3 Any building, structure or improvement constructed, erected or placed on the Property by Big River shall be and become a part of the Property upon termination or expiration of this Sublease and shall be constructed in accordance with the provisions of the Master Lease and in accordance with the regulations of the Architectural Committee as set forth in the covenants, conditions and restrictions of the Arch. Com. for such work shall be completed in a good and workmanlike manner. Free of liens, claims, or labor performed or materials or supplies furnished by Big River shall be used for building, structure or improvement which is constructed, erected or located on the Property by Big River and to be maintained by Big River, and shall be subject to Big River's right to sue for and to be made good by Big River for all of Sun's out-of-pocket expenses incurred by Big River in an amount agreeable to Trustee and inuring to the United States of America as their interests may appear.

3. ASSIGNMENT, SUBLEASE AND RELEASE OF INTEREST.

3.1 Except as otherwise provided in paragraph 3.3, Big River shall not sublease, assign or transfer this Sublease, or any right or interest in this Sublease, or any of the improvements placed or constructed on the Property without the written approval of Sun which approval may be granted or withheld in Sun's sole and absolute discretion. No such sublease, assignment, or transfer shall be valid and absolute without said approval, and then only upon the condition that the sublessee, assignee or other successor in interest, except an approved encumbrancer as defined in paragraph 15 of the Master Lease (hereinafter "encumbrancer"), shall agree in writing to be bound by each and all of the covenants and conditions of the Master Lease as if it were a party thereto.

3.2 Should Big River attempt to make any sublease, assignment or transfer, except as an encumbrancer, such action shall be deemed a breach of this Sublease, excepting Lease. A approval of one sublease, assignment or transfer by Sun shall not constitute approval of any subsequent sublease, assignment or transfer. Sun shall not constitute heretofore shall apply to any subsequent sublease, assignment, or transfer or other successor in interest of Big River, excepting an encumbrancer, or as otherwise provided herein.

3.3 It is contained that upon completion of each increment of development with certain modifications, with respect to the lots so developed ("Partial Assignments"). The payment of any assignment fee financed by Big River in connection with the Partial Assignments will be secured by a leasehold deed of trust on the lots with respect to which the Partial Assignments are made. Sun agrees to consent to such Partial Assignments and to release Big River from its obligations hereunder with respect to such lots, as long as the transaction is consummated by the use of the forms of Partial Assignment and Leasehold Deed of Trust attached hereto as Exhibits B and C, respectively, and made a part hereof by this attached conditions of such form. Partial Assignments are incorporated herein by reference to the extent that they are consistent with the terms hereof.

3.4 Prior to offering Partial Assignments with the terms hereof, the terms and conditions of the Partial Assignments of this Sublease to consummate, Big River "Secretary") for their respective approval, schedules of the Partial Assignments, sales prices and minimum annual rental amounts for each lot to be offered to the public. The minimum annual rental amounts shall be not less than two percent (2%) of the Partial Assignment sales price. No Partial Assignment sales prices or annual rental amounts shall be offered or accepted by Big River that have not been approved by the Secretary.

3.5 The form of Partial Assignment of this Sublease to consummate, Big River and Sun (through their Trustee), and the form of leasehold deed of trust shall be entered into by and between Big River, through the Trustee and the consumer shall be subject to periodic rental by Big River, through the Trustee and the consumer. The minimum annual rental amounts for each lot to be offered to the public on forms other than those approved by Sun and the Secretary.

3.6 If any documentation in addition to the foregoing shall be reasonably required in order to carry out the intent of the parties with respect hereto, the parties agree to execute such documentation.

4. MASTER LEASE CONTROLING.

4.1 Big River hereby consents to be bound by the covenants and conditions of the Lessee under the Master Lease insofar as they may be applicable in any respect to Big River in the application or construction of this Sublease, and insofar as its Partial Assignments shall be offered subject to the terms and conditions of the Master Lease.

4.2 Specifically in that regard, but without limitation of the generality of the foregoing, any Partial Assignments offered by Big River shall be on terms adequate to permit the payment of percentage rentals specified in the Master Lease as to the gross receipts of businesses conducted, licensed or permitted by consumer assignees or their sublessees or assignees where applicable. It being understood that Sun's percentage rental obligations under certain provisions of the Master Lease go to the total current gross receipts of such businesses and not to the percentage of such receipts receivable by or payable to Sun pursuant to the provisions hereof.

5. STATUS OF ASSIGNEES.

Termination of this Sublease, by cancellation or otherwise, shall in no way invalidate or otherwise affect any approved transactions already entered into by Big River.

6. RENTAL.

The rental payable to Sun under this Sublease:

6.1 Until February 25, 1982, there shall be no rental due or accrued with respect to the Property.

6.2 Beginning on February 25, 1982 and on each subsequent anniversary of such date, rent for the following calendar year shall be due and payable in full as follows:

(a) One Hundred Dollars (\$100.00) per acre for undeveloped land; and

(b) Twelve Dollars (\$12.00) per lot for each developed lot that has not been conveyed pursuant to a Partial Assignment to a consumer.

A lot shall be considered developed when the final subdivision tract map that includes such lot has been recorded.

Big River shall pay, prior to delinquency, by all real and personal property taxes, and assessments levied against or applicable to the Property, and

6.3 In the event that a Partial Assignment is sold to a consumer and through delinquency, the rental provisions of paragraph 6.2(b) shall apply, returned to Big River of receipt.

6.4 The consumer's rentals payable to Sun together with rentals payable to Sun hereunder must, in the aggregate, result in total gross receipts to Sun of not less than One Hundred Thousand Dollars (\$100,000.00) for each of the three lease years of February 25, 1984 to February 24, 1985; February 25, 1985 to February 24, 1986 and February 25, 1986 to February 24, 1987. In the event that total gross receipts to Sun are less than such amount, then Big River shall pay to Sun an additional rent, with such amount, to make up the difference between the actual total gross receipts to Sun and such amount. The foregoing provisions shall apply only so long as Big River retains a subleasehold interest in any portion of the Property.

6.5 The consumer's rentals payable to Sun together with rentals payable to Sun hereunder must, in the aggregate, result in total gross receipts to Sun of not less than One Hundred Fifty Thousand Dollars (\$150,000.00) for each lease year of the remaining term commencing with the lease year of February 25, 1987 to February 24, 1988. In the event that total gross receipts to Sun are less than such amount, then Big River shall pay to Sun an additional rent, with such amount, to make up the difference between the actual total gross receipts to Sun and such amount. The foregoing provisions shall apply only so long as Big River retains a subleasehold interest in any portion of the Property.

7. ACCOUNTING.

7.1 Big River shall keep accurate books and records of all monies received by Big River as a result of its sale of Partial Assignments, including assignment fees and interest received thereon, and all expenses incurred in the installation of improvements.

7.2 Sun shall have the right to inspect and audit all of the books and records of Big River during normal business hours. This right is extended to any duly authorized agent or agents of the United States Government or to any qualified accounting firm appointed by the Secretary of the Department of the Interior of the United States of America.

7.3 Sun shall have the right to object to any accounting for a period of four (4) years after receipt of such accounting from Big River. The acceptance by Sun of any monies paid by Big River under this Sublease shall not constitute an admission of the accuracy of any accounting statement provided by Big River or of the sufficiency of any payments made by Big River.

8. TERMINATION.

8.1 Should Big River fail to make any of the payments as herein specified, or should Big River default in the performance of or breach any other covenant, condition or restriction of this Sublease or of the Master Lease, to be held or performed by Big River, and should such default or breach continue uncorrected for a period of thirty (30) days from and after written notice thereof by Sun to Big River, then and in such event, Sun may at its option terminate this Sublease by giving Big River written notice in the event Big River is dissolved or otherwise terminated this Sublease shall terminate as of the date of such dissolution or other termination.

8.3 Upon termination as provided herein, Sun may, without further notice or demand of legal process and without prejudice to any other remedy or right of action, re-enter and take possession of the land and all buildings, structures, and improvements thereon, together with the rights of any encumbrancer, and in the event of violation of any statute, ordinance, regulation, or for personal injury or death to any person, or damage to any property, which may arise from the services or operations performed by Big River under this Sublease.

8.4 If any of the Property remains undeveloped after fifteen (15) years from the date hereof, either party may upon written notice, at its option, terminate this Sublease as to such undeveloped portions of the Property.

9. MERGER.

Notwithstanding that both Sublessors and Sublessee's estates in the Property will be vested in the Trustee, this sublease shall not be destroyed by the application of the doctrine of merger.

10. COMPLIANCE WITH LAWS.

Big River and all of the personnel shall be governed by and comply with all of the real estate laws and regulations of the State of California and future modifications or additions to said laws and regulations. In addition, Big River shall comply with all applicable federal laws and regulations, including without limitation, the federal Truth in Lending Act, and the Federal Interstate Land Sales Full Disclosure Act.

11. RELATIONSHIP OF PARTIES.

Nothing in this Sublease shall be construed to render the Sublessor in any way or for any purpose, a partner, joint venturer, or associate of or in any relationship with Sublessee other than that of a landlord and tenant, nor shall this relationship be construed to authorize either to act as agent for the other except as expressly provided to the contrary in this Sublease.

12. INDEMNITY.

Big River agrees to indemnify and save Sun, the Secretary and the Colorado River Indian Tribes, harmless against any suit, action, claim, demand, lien, loss, damage, fine, judgment, decree, or any expense in connection with the activities undertaken hereunder by Big River, including reasonable attorneys' fees, for or on account of violation of any statute, ordinance, regulation, or for personal injury or death to any person, or damage to any property, which may arise from the services or operations performed by Big River under this Sublease.

IN WITNESS WHEREOF, the parties hereto have executed this Sublease as of the date first above written.

SUBLESSOR:

RIVER-OF-THE-SUN CO.,
a California limited partnership
By: Central California Land
Development Co.,
a Nevada corporation,
General Partner
By Paul Giunthi
President
By Patricia Ferdinand
Assistant Secretary
Wells Fargo Realty Services, Inc.,
a California corporation, as Trustee
for River-of-the-Sun Co. Under Trust
Agreement dated September 12, 1969.
By Joseph E. Duncan
By Christopher D. Jones

SUBLESEE:

BIG RIVER DEVELOPMENT CO.,
a California corporation
By Paul Giunthi
President
By Patricia Ferdinand
Assistant Secretary
Wells Fargo Realty Services, Inc.,
a California corporation, as Trustee
for Big River Development Co.
Under Trust Agreement dated Sept. 12, 1969.
By Joseph E. Duncan
By Christopher D. Jones
Colorado River Indian Tribes
By Anthony Drennan, Sr.
By Elliott L. Booth
Secretary of the Interior
of the United States of America
By Walter R. Mills
Superintendent
Colorado River Agency

STATE OF CALIFORNIA }
COUNTY OF LOS ANGELES } SS.

On January 29, 1982, before me, the undersigned, a Notary Public in and for said State, personally appeared Paul J. Glunzlin, known to me to be the President, and Patricia A. Ferdinand, known to me to be the Assistant Secretary of California Land Development Co. the corporation that executed the within instrument on behalf of said corporation, to be the persons who executed the within instrument on behalf of said corporation, said corporation being known to me to be one of the partners of River of the Sun Co., the partnership being known to me to be the partner and acknowledged to me that such corporation executed the within instrument and acknowledged to said corporation that such corporation executed the same as such partner and that such partner executed the same.

WITNESS my hand and official seal.

My Commission expires Feb. 14, 1983.
Notary Public

STATE OF CALIFORNIA }
COUNTY OF LOS ANGELES } SS.

On January 29, 1982, before me, the undersigned, a Notary Public in and for said State, personally appeared Joseph E. Duncan, known to me to be the Vice-President, and Christopher D. Jones, known to me to be Assistant Vice-President of the corporation that executed the within instrument, known to me to be the persons who executed the within instrument on behalf of the corporation therein named, and I acted as the witness thereto.

WITNESS my hand and official seal.

My Commission expires Dec. 9, 1983.
Notary Public

STATE OF CALIFORNIA }
COUNTY OF LOS ANGELES } SS.

On January 28, 1982, before me, the undersigned, a Notary Public in and for said State, personally appeared Paul J. Glunzlin, known to me to be the President, and Patricia A. Ferdinand, known to me to be the Assistant Secretary of the corporation that executed the within instrument, known to me to be the persons who executed the within instrument on behalf of the corporation therein named, and I acted as the witness thereto.

WITNESS my hand and official seal.

My Commission expires Feb. 9, 1983.
Notary Public

STATE OF CALIFORNIA }
COUNTY OF LOS ANGELES } SS.

On January 28, 1982, before me, the undersigned, a Notary Public in and for said State, personally appeared Joseph E. Duncan, known to me to be the Vice-President, and Christopher D. Jones, known to me to be Assistant Vice-President of the corporation that executed the within instrument, known to me to be the persons who executed the within instrument on behalf of the corporation therein named, and I acted as the witness thereto.

WITNESS my hand and official seal.

My Commission expires Dec. 9, 1983.
Notary Public

STATE OF ARIZONA }
COUNTY OF YUMA } SS.

This instrument was acknowledged before me this 21st day of January, 1982 by Anthony Derrnan, Sr., and Elliott L. Babin witnesses whereof I herewith set my hand and official seal.

My Commission expires Oct. 14, 1983.
Notary Public.

STATE OF ARIZONA }
COUNTY OF YUMA } SS.

On this 26th day of January, 1982, before me, Gloria A. McVey, a Notary Public in and for said County and State, personally appeared, Walter H. Mills, who Agency whose name is subscribed to the within instrument, as a concurring party, and acknowledged to me that he executed the same.

In witness whereof, I have hereunto set my hand and affixed by my official seal the day and year in this certificate first above written.

Gloria A. McVey
Notary Public in and for said County and State
Residing at Parker, Arizona

San Bernardino Meridian
T. 1 N., R. 23 E.,
secs. 22 and 21, those portions lying south of improved highway,
secs. 22 and 23,
area known as townsite of ERP and Jack Lawler leases in E. 1/2 of sec. 24 included. The actual area to be delineated as per survey in accordance with agreement between lessor and lessee. This agreement to be attached to and become a part of this lease.

T. 1 S., R. 24 E.,
secs. 1, 2, 11, and 12.
T. 1 S., R. 25 E.
secs. 5 and 6.

Excepting therefrom the following described parcels:

Exhibit "A."

EXCEPTED Parcel A
Lots 1 thru 928, inclusive, and Y & Z, of Tract 7422, as recorded in Book 89, Pages 65 thru 91.
EXCEPTED Parcel B
Lots 1 thru 181, inclusive, of Tract 7424, as recorded in Book 99, Pages 92 thru 97.
EXCEPTED Parcel C
Lots 1 thru 419, inclusive, of Tract 7944, as recorded in book 101, Pages 88 thru 99.
EXCEPTED Parcel D
Lots 1 thru 189, inclusive, of Tract 7947, as recorded in Book 102, Pages 83 thru 101.
EXCEPTED Parcel E
Lots 1 thru 561, inclusive, of Tract 8005, as recorded in Book 103, Pages 82 thru 97.
EXCEPTED Parcel F
Lots 1 thru 178, inclusive, of Tract 8009, as recorded in book 104, Pages 81 thru 88.
EXCEPTED Parcel G
Lots 1 thru 165, inclusive, of Tract 8961, as recorded in Book 106, Pages 82 thru 98.
EXCEPTED Parcel H
Lots 1 thru 238, inclusive, of Tract 8120, as recorded in book 105, Pages 69 thru 77.
EXCEPTED Parcel I
Lots 1 thru 207, inclusive, of Tract 8142, as recorded in Book 118, Pages 1 thru 13.

EXCEPTED Parcel J
Lots 1 thru 286, inclusive, of Tract 8143, as recorded in Book 114, Pages 61 thru 71.
EXCEPTED Parcel K
Lots 1 thru 189, inclusive, of Tract 8182, as recorded in book 108, pages 35 thru 41.
EXCEPTED Parcel L
Lots 1 thru 200, inclusive, of Tract 8192, as recorded in book 110, Pages 48 thru 54.
EXCEPTED Parcel M
Lots 1 thru 353, inclusive, of Tract 8237, as recorded in Book 116, pages 40 thru 51.
EXCEPTED Parcel N
Lots 1 thru 257, inclusive, and V, W, X, Y, Z, of Tract 8245, as recorded in Book 112, Pages 89 thru 111.

EXCEPTED Parcel O
Lots 1 thru 352, inclusive, of Tract 8557, as recorded in Book 119, Pages 18 thru 30.
EXCEPTED Parcel P
Lots 1 thru 9, inclusive, of Tract 8333, as recorded in book 110, pages 89 thru 101.

EXCEPTED Parcel Q
Beginning at the Northeastly corner of Lot 1, Tract 7422, Book 89, Pages 65 thru 91, the Southwesterly corner of said Lot 1, thence S87°34'49"W, 512.21', to S59°08'51"W, 108.65', to the Southwesterly corner of Lot 14 of said Tract 7422, thence orac River, an unknown distance, to the high water line of said West Bank, to the intersection of the Southwesterly prolongation of the Westerly line of said West Bank, to the Westery line of said river, thence N14°57'58"W, along said prolongation and 424 Mags, to the Northwesterly corner of Lot 181, Tract 7422, thence S70°42'28"W, 453.39', to the intersection of the Northwesterly corner of said Lot 181, thence N4°00'00"E, 440.00', to the Drive, thence along the Southernly line of Del Rey Drive, S76°51'37"W, 102.00', to the point of the beginning, located in the County of San Bernardino, California.

EXCEPTED Parcel R
Beginning at the Northeast corner of Lot 179 of Tract 8008, as recorded in book 104, pages 81 thru 98, being the true point of beginning, thence S48°34'17"E, 310.00', along the Easterly line of Lot 178, to a monument point located thereon, thence continuing along said Easterly line to Lot 178 thru said point, approximately 90' to the mean low water mark of the Rio Colorado River, thence Easterly along the meandering courses of said North bank of the Colorado River, to the intersection of the southerly prolongation of the west line of Lot 15, of Tract 7422, recorded in book 89 the corner of said Lot 81, said point, more or less, Easterly of the Southeast line of said Lot 15 to the Southwesterly corner of said Lot 15, thence S81°00'36"W, 576.00', thence N57°39'40"W, 445.25', thence N19°42'15"E, 445.50', to a point on the Easterly line of Rio Vista Drive, thence from said point on Rio Vista Drive, Southwesterly along said East line of Rio Vista Drive, an arc distance of 1037.39' to the Northwesterly corner of said Lot 178, being the true point of beginning.

EXCEPTED Parcel S
A portion of Section 24, T1N, R25E, S18B, & M, described as follows:

Commencing at the intersection of the centerline of a County Road known as Aqueduct Road with the East line of the West one-half of said Section 24, thence along said East line a distance of 60 feet to the true POINT OF BEGINNING, thence North Westerly, and parallel, to said centerline a distance of 420 feet, thence North and West, one-half of said Section 24, thence East along said North line of Section 24 to the East line of said Section 24 to the true POINT OF BEGINNING.

EXCEPTED Parcel T (RV PARK)
Parcel 1 of excepted Parcel I (RV PARK):
Commencing at a point N35°05'45"E, 30 feet from the Northeast corner of Lot 95, Tract 7424 as recorded in book 99, Pages 92 thru 97, being the true point of beginning, thence S35°05'45"W, 30 feet to the Northeast corner of said Lot 95, thence S35°05'45"E, 896.65 feet, thence S46°41'23"E, 408.98 feet, thence S57°07'45"E, 638.85 feet, to the Northwest corner of Lot 181 of said Tract 7424, thence S33°15'52"W, along the East line of Lot 181, an arc distance of 86 feet, to the high water line of the Colorado River, thence various meander courses Easterly along the North bank of the Colorado River, thence various meander courses and distances, approximately 2000 feet to a beginning point on the bank of the river, said point bearing S54°54'15"E from the true point of said Section 24 to the true point of beginning, and also being the Southeastly prolongation of the centerline of the Colorado River, N54°54'15"W an approximate distance of 360 feet to the true point of beginning.

EXCEPTED Parcel U
Parcel 2 of excepted Parcel I (RV PARK):
Commencing at a point N35°05'45"E, 30 feet from the Northeast corner of Lot 95 of Tract 7424, as recorded in book 99, Pages 92 thru 97, being the true point of beginning, thence N35°05'45"E, 30 feet, thence N40°41'25"E, 200.97 feet, thence S54°54'15"E, 310.39 feet to a reference point, thence continuing S54°54'15"E, thru said reference point, approximately 20 feet to the high water line of the North bank of the Colorado River, thence Southwesterly along the bank of the Colorado River thru various meander courses and distances, approximately 230 feet to a point on the bank of the river, said point bearing S54°54'15"E from the true point of beginning and also being the Southeastly prolongation of the centerline of the Colorado River, thence from said point on the bank of the Colorado River, N54°54'15"W an approximate distance of 360 feet to the true point of beginning.

And all lands accreted to riparian sections listed above and all islands adjoacent to the above described land in the Colorado River.
All of the above land being located in San Bernardino County, State of California, and containing an aggregate of 7,800 acres, more or less, and subject to any prior, valid, existing rights-in-way.