

EXHIBIT A

When recorded mail to:

City of Yuma
Office of the City Clerk
One City Plaza
Yuma, AZ 85364

YUMA RIVERFRONT MODIFICATION AGREEMENT

This Yuma Riverfront Modification Agreement (this “Agreement”) is made as of _____, 20____, by and among CITY OF YUMA, ARIZONA, an Arizona municipal corporation (“City”), and KESARI HOSPITALITY LLC, an Arizona limited liability company (“Hotel Tenant”), and CLARK-LANKFORD, LLC, a Delaware limited liability company, (“Developer” or “Master Developer”).

RECITALS

A. Master DDA. City and Developer entered into an Amended and Restated Yuma Riverfront Master and First Phase Development and Disposition Agreement dated January 21, 2009 (the “2009 DDA”), and recorded on February 5, 2009, at Fee No. 2009-03198, Official Records of Yuma County, Arizona (“Official Records”), as amended by (i) a First Amendment to Amended and Restated Yuma Riverfront Master and First Phase Development and Disposition Agreement dated March 17, 2009 (the “First Amendment to the 2009 DDA”), and recorded on March 24, 2009, at Fee No. 2009-08128, Official Records; (ii) a Second Amendment to Amended and Restated Yuma Riverfront Master and First Phase Development and Disposition Agreement dated May 26, 2010 (the “Second Amendment to the 2009 DDA”), and recorded on May 27, 2010, at Fee No. 2010-13305, Official Records; (iii) a Third Amendment to Amended and Restated Yuma Riverfront Master and First Phase Development and Disposition Agreement dated May 19, 2011 (the “Third Amendment to the 2009 DDA”), and recorded on June 17, 2011, at Fee No. 2011-14282, Official Records; (iv) a Fourth Amendment (the “Fourth Amendment to the 2009 DDA”) in Section 1.3 of the Amended and Restated Phase 2 Development and Disposition Agreement, Partial Assignment of Master Developer’s Interest and Fourth Amendment of Master DDA, dated March 31, 2016, and re-recorded at Fee No. 2016-22363, Official Records (the “Phase 2 Agreement”), and (v) a Fifth Amendment (the “Fifth Amendment to the 2009 DDA”) in Section 1.3 of the Yuma Pivot Point Phase Three Component Real Property Sale and Master DDA, Partial Assignment of Master Developer’s Interest, Covenants and Fifth Amendment of Master DDA, dated and recorded on October 10, 2017, at Fee No. 2017-25413, Official Records. The 2009 DDA together with such First, Second, Third, Fourth and Fifth Amendments to the 2009 DDA are herein collectively called the “Master DDA” and in their entirety amended and restated the document recorded in the Official Records on January 19, 2005 at Fee No. 2005-02309, such latter document having replaced the document recorded in the Official Records at Fee No. 2004-44007.

B. Phase I Lease. Pursuant to and in furtherance of the Master DDA, City, as landlord, and Developer, as tenant, entered into a certain Yuma Riverfront Development First Phase Land and Improvements Lease dated June 16, 2005, and recorded on June 28, 2005, at Fee No. 2005-27767, Official Records, as amended by (i) the First Amendment to Yuma Riverfront Development First Phase Land and Improvements Lease dated May 26, 2010, and recorded on May 27, 2010, at Fee No. 2010-13304, Official Records; (ii) the Second Amendment to Yuma Riverfront Development First Phase Land and Improvements Lease dated June 13, 2011, and recorded on June 17, 2011, at Fee No. 2011-14281, Official Records; and (iii) the Third Phase I Lease Amendment referenced in Section 4 of this Agreement that will be recorded concurrently with this Agreement, and as affected by this Agreement (collectively, the “Phase I Lease”).

C. Hotel and Conference Center. The Phase I Lease contemplated the development and construction of improvements, including, but not limited to, the construction of improvements now known as the Hilton Garden Inn Yuma (aka Pivot Point Hotel) and a separate Conference Center, located at 310 North Madison Avenue, Yuma, Arizona 85364 (collectively the “Hotel and Conference Center Improvements”). The Hotel and Conference Center Improvements are located on real property legally described on Exhibit A attached to this Agreement. (The Hotel and Conference Center Improvements and the real property legally described on such Exhibit A are hereinafter called the “Hotel and Conference Center” or the “Hotel and Conference Center Premises” or the “Hotel and Conference Center Component”).

D. Sublease. Developer, as sublandlord, and Yuma Riverfront Hotel Owners, L.P., as original subtenant, entered into a certain Yuma Riverfront Development Sublease Agreement dated May 29, 2007, and recorded on May 29, 2007, at Fee No. 2007-19465, Official Records (the “Sublease”), relative to the subleasing of a portion of the property leased by City to Developer pursuant to the Phase I Lease. The Sublease is limited to the Hotel and Conference Center Premises. Hotel Tenant is the current successor of and the holder of the subtenant’s interest in the Hotel and Conference Center Premises under the Sublease, subject to the termination of the Sublease pursuant to Section 5 of this Agreement.

E. City Ordinance. City, by ordinance adopted by the City Council on [December 20, 2017] (the “Date of the City Council Ordinance”), having determined among other things: (1) that it is in the best interest of City to (a) modify or delete from the Master DDA certain provisions relating to the Hotel and Conference Center, and to provide that any breach or default under the Master DDA will not constitute a breach or default under the Phase I Lease (or have any effect on the Phase I Lease), (b) modify the Phase I Lease to include in the Phase I Lease certain provisions contained in the Master DDA as they relate to the Hotel and Conference Center, and to limit the Phase I Lease to the Hotel and Conference Center, and (c) substitute (in the place of Developer) Hotel Tenant as the Tenant under the Phase I Lease, and terminate all of Developer’s right, title and interest in and to the Phase I Lease; and (2) that such modification of the Master DDA and the Phase I Lease will further the original purpose of the Phase I Lease and the Master DDA, and has, accordingly, approved this Agreement and the Third Amendment to Phase I Lease referenced in Section 4 below and attached to this Agreement as Exhibit B and made a part hereof.

F. Effective Date. This Agreement, the Third Phase I Lease Amendment and the termination of the Sublease shall be effective (the “Effective Date”) upon the date of (i) the consummation of the following described New Loan to Hotel Tenant and (ii) the pay-off of the following described Existing Loan, with respect to the Hotel and Conference Center Improvements:

(a) New Loan: That certain loan from Wells Fargo Bank, National Association to Hotel Tenant and secured by that certain Leasehold Deed of Trust, Assignment of Leases and Rents, Security Agreement and Fixture Filing dated on or around the Effective Date.

(b) Existing Loan: That certain loan from Western Alliance Bank, an Arizona corporation, to Hotel Tenant and secured by that certain Subleasehold Deed of Trust, Security Agreement and Fixture Filing dated as of January 14, 2016 and recorded on January 19, 2016, at Fee No. 2016-01170, Official Records.

Hotel Tenant or the lender under such New Loan will provide written notice of the Effective Date to City promptly following the occurrence of the Effective Date. If for any reason the Effective Date has not occurred by March 1, 2018, this Agreement, the Third Phase I Lease Amendment and the termination of the Sublease shall be void and of no further force or effect whatsoever. The provisions of this Recital F shall be self-operative, and no further instrument of termination of the Sublease shall be required upon the Effective Date; however, in confirmation of such termination, Developer, Hotel Tenant and City shall execute and return to Hotel Tenant (or such other party designated by Hotel Tenant), within ten (10) days after written request therefor, a confirmation of Sublease termination in the form attached as Exhibit E to this Agreement.

AGREEMENT

FOR GOOD AND VALUABLE CONSIDERATION, the receipt and sufficiency of which are hereby acknowledged, City, Hotel Tenant, and Developer confirm, represent, warrant, covenant and agree as follows:

1. Effect of Master DDA. A final certificate of occupancy was issued by City for the Hotel and Conference Center. Accordingly, in no event shall Hotel Tenant (or any successor to Hotel Tenant’s interest in the Hotel and Conference Center, hereinafter called “Successor of Hotel Tenant”) have any duties, obligations, liabilities or rights under the Master DDA concerning the design, construction or development of the Hotel and Conference Center. Also, in no event shall the Phase I Lease be subject to or affect the Master DDA, nor shall the Master DDA be subject to or affect the Phase I Lease, except with respect to (i) the Shared Parking Spaces, the Additional Shared Parking Areas and the Hotel and Conference Center Offsite Parking; (ii) the GPLET Abatement, Incremental Rent and Special Incremental Rent Fund; (iii) City’s License to use Trade Names and Trade Marks pertaining to the Hotel and Conference Center; (iv) the Development Surcharge; and (v) the City’s use of the Conference Center, in each case as expressly and specifically provided in the Master DDA or the Phase I Lease. Notwithstanding any provision contained in the Master DDA or in the Phase I Lease or otherwise, no breach or default occurring (or occurred) by Developer at any time under the Master DDA will constitute a breach or default (or cause a breach or default to occur) under the

Phase I Lease. Hotel Tenant shall not be construed or deemed to be the Master Developer under the Master DDA for any reason whatsoever. City and Developer, with the consent of Hotel Tenant and the consent of the Phase Two Component Developer pursuant to the Phase II Consent and Agreement attached as Exhibit C to this Agreement, hereby amend the Master DDA, as follows:

(a) Section 4.3.5.1 as set forth in Section 5 of the Third Amendment to the 2009 DDA, which concerns the annual lease rate for the Hotel and Conference Center Component, is hereby deleted and replaced by Section 3.1.1 of the Phase I Lease as amended by the Third Amendment to Phase I Lease referenced in Section 4 of this Agreement.

(b) Section 4.3.5.8 as set forth in Section 5 of the Third Amendment to the 2009 DDA is hereby amended by correcting the phrase “Conference Center Parking” to read “Hotel and Conference Center Offsite Parking” in the first sentence thereof.

(c) Because Hotel Tenant has replaced Developer as Tenant under the Phase I Lease, all rights and obligations of Developer concerning the Development Surcharge and the Developer’s Surcharge Share (as set forth in Section 6.8.6 of the Master DDA) shall exclude the Hotel and Conference Center Surcharge and Tenant’s Surcharge Share (as defined and set forth in newly added Section 25 under Section 8 of the Third Amendment to Phase I Lease). Also, the sentence in Section 6.8.6 of the Master DDA which reads: “The purpose of the Developer’s Surcharge Share is to support the construction, operational costs and expenses, maintenance, refurbishment, reconstruction and future expansion of the Conference Center” is hereby amended to read “Developer’s Surcharge Share shall be used only for the purpose of operational costs and expenses, maintenance, refurbishment, reconstruction and future expansion of the Conference Center, which shall be evidenced by paid receipts delivered by Hotel Tenant to City on a monthly basis as Hotel Tenant’s expenditures of Developer’s Surcharge Share are made for such purpose”.

(d) Because Hotel Tenant has replaced Master Developer as Tenant under the Phase I Lease, the commitment of City to provide the benefit of the eight (8) year government property lease excise tax abatement available pursuant to A.R.S. § 42-6209 (the “GPLET Abatement”) described in Section 7.1.3 of the Master DDA is hereby separated into two commitments, one commitment for the benefit of the Hotel and Conference Center demised by the Phase I Lease (the “Hotel and Conference Center GPLET Abatement”), and the other commitment for the remainder of the Project (the “Remaining Project”) excluding the Hotel and Conference Center (the “Remaining Project GPLET Abatement”). In connection therewith, City hereby agrees to accept on a Component-by-Component basis (excluding the Hotel and Conference Center Component), the conveyance of Improvements to provide for the

Remaining Project GPLET Abatement, and to lease each such Component to the person or entity making such request upon the terms and conditions set forth in a Component Land and Improvements Lease (excluding the Phase I Lease for the Hotel and Conference Center premises) entered into by the Parties substantially in the form attached as Exhibit I to the Master DDA (the “Component Land and Improvements Lease”). At the end of the eight (8) year Remaining Project GPLET Abatement for each such Component, the following provisions will apply for the remainder of the term of such Component Land and Improvements Lease and any extensions or renewals thereof:

(i) The GPLET authorized by A.R.S. § 42-6201 through 42-6210, with the GPLET rates for all Land and Improvement Leases entered into by the Parties, their successors or assigns, prior to January 21, 2019, will be determined pursuant to A.R.S. § 42-6203(A).

(ii) In addition to lease rent required in Section 4.3.5 of the Master DDA, as amended by Section 5 of the Third Amendment to Master DDA, the then prime lessee or prime tenant under such Component Land and Improvements Lease shall pay incremental rent (the “Incremental Rent”) equal to the difference between (i) the GPLET rate required by A.R.S. § 42-6203(A) for the Component and (ii) the GPLET rate required by A.R.S. § 42-6203(B) for the Component, as determined by the then current GPLET Rate Chart B as published by the Arizona Department of Revenue, calculated as if the Component were subject to the provisions of A.R.S. § 42-6203(B); provided, that if by reason of statutory amendment or final, non-appealable court adjudication, the aforementioned difference between the GPLET rates referenced in immediately preceding clauses (i) and (ii) cannot then be determined, such difference, if any, shall be determined in accordance with Section 7.1.3(i) and (ii) of the Master DDA as it existed prior to the Third Amendment to the 2009 DDA.

(iii) The Incremental Rent received from the Remaining Project shall be deposited in a special fund created by the City (the “Special Incremental Rent Fund”) that is segregated from other City funds and held in constructive trust for the benefit of and reinvestment in the North End Redevelopment Area, as such reinvestment is from time to time determined by the City in its sole and absolute discretion.

(iv) Because the GPLET abatement resulted in a cumulative incentive of more than the One Million Two Hundred Thousand Dollars (\$1,200,000.00) amount referenced in the last paragraph of Section 7.1.3 of the Master DDA, as amended by Section 9 of the Third Amendment to Master DDA, the provisions in such last paragraph concerning the cumulative incentive and any increases in the Developer's Surcharge Share are hereby deleted.

(e) Section 6.8.2 of the Master DDA provides that Developer has granted a License to City to use the Trade Names and Trade Marks. Each of City and Developer hereby grants to the Hotel Tenant and its successors and assigns, a non-transferable, non-exclusive royalty-free right and license (the "Hotel Tenant License") to use, without charges of any kind, the Trade Names and Trademarks in any radio, television, internet, signage and print advertisements or marketing of any type or nature related to the ownership, use, or operation of the Hotel and Conference Center.

(f) City and Developer acknowledge and agree that this Agreement complies with the requirements of A.R.S. § 42-6203(A)(4), and that any Component Land and Improvement Lease(s), as referenced above, must be entered into prior to January 21, 2019, and if prior to that date, will continue to be governed by the provisions of A.R.S. § 42-6203(A) when determining the Government Property Lease Excise Tax Rate (as statutorily defined) applicable to any leased portion of the Remaining Project.

Except as expressly and specifically amended or affected by the foregoing provisions of this Section 1, the Master DDA shall remain in full force and effect.

2. Assignment and Assumption of Phase I Lease. Developer hereby assigns to Hotel Tenant all of Developer's right, title and interest as Tenant under the Phase I Lease, and Hotel Tenant hereby assumes the covenants, duties and obligations of Tenant under the Phase I Lease arising, accruing or to be performed under the Phase I Lease from and after the Effective Date (the "Assignment and Assumption of Phase I Lease"). City hereby approves of and consents to the Assignment and Assumption of Phase I Lease and recognizes Hotel Tenant as Tenant under the Phase I Lease. City, Developer and Hotel Tenant hereby agree that Developer has no claim, right, title or interest in, under or to the Phase I Lease. City and Developer represent and warrant to Hotel Tenant that, to the actual knowledge of each of them, (i) all duties and obligations required to be performed and satisfied by Tenant under the Phase I Lease, as of the Effective Date, have been performed and satisfied, (ii) that there is no Default (as that term is defined in the Phase I Lease) on the part of the Developer under the Phase I Lease as of the Effective Date, (iii) that Annual Rent, Incremental Rent, Public Improvements Financing Installments, and Additional Rent (as those terms are defined in the Phase I Lease) have been paid current or are not due and owing through the Effective Date, under the Phase I Lease, and

(iv) that no additional Public Improvements Financing Installments shall be payable by Tenant under the Phase I Lease (in accordance with Section 1 of the Third Amendment to Phase I Lease referenced in Section 4 of this Agreement).

3. Effect of Phase I Lease. The Phase I Lease (and each and every term, condition, covenant, agreement, representation and warranty of the Phase I Lease) shall be limited to the Hotel and Conference Center Premises. City, Developer and Hotel Tenant intend for the Phase I Lease, as affected by this Agreement and amended by the Third Amendment to the Phase I Lease referenced in Section 4 below, to continue to further the original purpose and intent of the Phase I Lease with respect to the Hotel and Conference Center, and to qualify, to the fullest extent, for all of the GPLET benefits, privileges, and rights afforded under A.R.S. §§ 42-6203(A) and 42-6209(C); provided, that City makes no representations or warranties concerning the effect of this Agreement or the Third Phase I Lease Amendment on the GPLET Abatement, the Hotel and Conference Center GPLET Abatement or the Remaining Project GPLET Abatement, nor shall City's indemnity and other obligations in Sections 9.2 and 11.1.5 of the Master DDA apply to the GPLET Abatement, the Hotel and Conference Center GPLET Abatement and the Remaining Project GPLET Abatement as affected by this Agreement or the Third Amendment to the Phase I Lease. Except as affected by the foregoing provisions of this Section 3 and amended by the Third Phase I Lease Amendment referenced in Section 4 below, the Phase I Lease shall remain in full force and effect between City and Hotel Tenant.

4. Phase I Lease – Third Amendment. Developer hereby consents to and approves of City and Hotel Tenant modifying the terms and provisions of the Phase I Lease in the form of a “Third Amendment to Yuma Riverfront Development First Phase Land and Improvements Lease” dated of even date with this Agreement, and recorded contemporaneously with the recordation of this Agreement in the Official Records (the “Third Phase I Lease Amendment”). The form of the Third Phase I Lease Amendment is attached to this Agreement as Exhibit B and made a part hereof. Upon execution of this Agreement, City and Hotel Tenant shall execute, deliver and cause the Third Phase I Lease Amendment to be recorded in the Official Records. Any further modifications or amendments to the Phase I Lease shall not require the signature, approval, or consent of Developer.

5. Termination of Sublease. Upon the termination of the Sublease pursuant to Recital F above, the parties to the Sublease are released and discharged of any duties, liabilities and obligations thereunder, and any recorded copy of the Sublease or recorded short form or memorandum of the Sublease shall be deemed terminated and released of record. The provisions of this Section 5 shall be self-operative and no further instrument of such termination, release or discharge shall be required.

6. Notices. All notices to be made or given under this Agreement to City, Hotel Tenant or Developer shall be in writing and shall be given by personal delivery, by deposit in the United States mail, certified mail, return receipt requested, postage prepaid, or by express overnight delivery service, freight prepaid. Notices shall be deemed given and made on the day of personal delivery, or on the third (3rd) day after deposit in the United States mail, or on the day delivered by express overnight delivery service, whichever is applicable, to City, Hotel Tenant or Developer at their respective addresses below or at such other address as any of such parties may designate by notice to the other parties hereto:

If to City:

City Administrator
City of Yuma
One City Plaza
P.O. Box 13014
Yuma, AZ 85366-3014

With copies to:

City Attorney
City of Yuma
One City Plaza
P. O. Box 13014
Yuma, AZ 85366-3014

and

Snell & Wilmer, L.L.P.
400 S. Van Buren
One Arizona Center
Phoenix, AZ 85004-2202

If to Developer:

Clark-Lankford, LLC
c/o C.W. Clark, Inc.
11772 Sorrento Valley Road
Suite 100
San Diego, CA 92121

If to Hotel Tenant:

Kesari Hospitality, LLC
445 Hotel Circle S
San Diego, CA 92108
Attn: Mike Kalthia

With a copy to:

Charles J. Riekema, PLC
2601 North 3rd Street, Suite 100
Phoenix, Arizona 85004
Attn: Charles J. Riekema

7. Conflicts. If any provisions of the Master DDA or the Phase I Lease conflict with any of the provisions of this Agreement, the provisions of this Agreement shall govern and control.

8. Governing Law; Choice of Forum. This Agreement shall be deemed to be made under, shall be construed in accordance with, and shall be governed by the internal, substantive laws of the State of Arizona (without reference to conflict of law principles). Any action brought to interpret, enforce or construe any provision of this Agreement shall be commenced and maintained in the Superior Court of the State of Arizona in and for the County of Yuma (or, as may be appropriate, in the Justice Courts of Yuma County, Arizona, or in the United States District Court for the District of Arizona, if, but only if, the Superior Court lacks or declines jurisdiction over such action). The parties hereto irrevocably consent to jurisdiction and venue in such courts for such purposes and agree not to seek transfer or removal of any action commenced in accordance with the terms of this Section.

9. Attorneys' Fees. In the event of any actual litigation between the parties hereto in connection with this Agreement, the party prevailing in such action shall be entitled to recover from the other party or parties all of its costs and fees, including reasonable attorneys' fees, which shall be determined by the court and not by the jury.

10. Successors and Assigns. This Agreement shall run with the land and be binding upon and inure to the benefit of City, Developer and Hotel Tenant, and their respective permitted successors and assigns.

11. Waiver. No waiver by any party hereto of any breach of any of the terms, covenants or conditions of this Agreement shall be construed or held to be a waiver of any succeeding or preceding breach of the same for any other term, covenant or condition herein contained.

12. Recordation of Agreement. This Agreement shall be recorded in the Official Records within ten (10) days after its approval and execution by the City. However, this Agreement shall not become effective until the effective date of the City Council Ordinance.

13. Entire Agreement; Amendments. This Agreement and all Exhibits referred to herein or attached hereto constitutes the entire agreement between the parties hereto pertaining to the subject matter hereof. This Agreement shall not be amended or modified except in writing executed by all the parties hereto or their successors and assigns, and any such amendment shall be recorded in the Official Records within ten (10) days after its approval and execution by City.

14. Counterparts. This Agreement may be executed in any number of counterparts, each of which shall be an original, but all of which shall constitute one and the same instrument and agreement.

15. Recitals. The Recitals set forth above are incorporated into this portion of the Agreement by this reference.

16. Defined Terms. Any capitalized terms not defined in this Agreement shall have the meanings ascribed to them in the Master DDA or, if applicable, the Phase I Lease or the Third Phase I Lease Amendment.

17. Hotel Tenant shall reimburse the City for City's legal fees and costs charged by the City's outside legal counsel in an amount not to exceed Fifty Thousand Dollars (\$50,000.00) in connection with the preparation, negotiation and implementation of this Agreement, the Third Phase I Lease Amendment, Hotel Tenant's Lender's non-disturbance and recognition or similar agreement and any ancillary agreements thereto, such reimbursement to be paid within fifteen (15) days after Hotel Tenant receives City's invoice(s) therefor.

18. Because the "Amended Exhibit D" referenced in the Third Amendment to the 2009 DDA was not attached to the copy thereof recorded in the Official Records, a true and correct copy of such "Amended Exhibit D" is attached as Exhibit D to this Agreement and shall be deemed to be attached to such recorded copy of the Third Amendment to the 2009 DDA by such reference.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date first above set forth.

[SIGNATURES FOLLOW]

CITY:

CITY OF YUMA, ARIZONA, an Arizona
municipal corporation

By: _____
Gregory K. Wilkinson
City Administrator

ATTEST:

Lynda L. Bushong, City Clerk

APPROVED AS TO FORM:

By: _____
Richard W. Files, City Attorney

STATE OF ARIZONA)
) ss.
County of Yuma)

The foregoing instrument was acknowledged before me this ____ day of _____, 20__, by Gregory K. Wilkinson, City Administrator of the City of Yuma, who acknowledged that he signed the foregoing instrument on behalf of the City.

Notary Public

My commission expires:

KESARI HOSPITALITY LLC,
an Arizona limited liability company

STATE OF _____)
) ss.
County of _____)

Notary Public

EXHIBIT A

Lot 1, of PIVOT POINT YUMA, according to the plat of record in the office of the County Recorder of Yuma County, Arizona, in Book 26 of Maps and Plats, Pages 92 through 96, recorded in Recording No. 2013-33774.

EXHIBIT B

When recorded mail to:

City of Yuma
Office of the City Clerk
One City Plaza
Yuma, AZ 85364

THIRD AMENDMENT TO YUMA RIVERFRONT DEVELOPMENT FIRST PHASE LAND AND IMPROVEMENTS LEASE

This Third Amendment to Yuma Riverfront Development First Phase Land and Improvements Lease ("Third Phase I Lease Amendment") is made as of _____, 20__, by and between CITY OF YUMA, ARIZONA, an Arizona municipal corporation ("City" or "Landlord"), and KESARI HOSPITALITY LLC, an Arizona limited liability company ("Hotel Tenant" or "Tenant").

RECITALS

A. Master DDA. City and Clark-Lankford, LLC, a Delaware limited liability company ("Developer" or "Master Developer"), entered into an Amended and Restated Yuma Riverfront Master and First Phase Development and Disposition Agreement dated January 21, 2009 (the "2009 DDA"), and recorded on February 5, 2009, at Fee No. 2009-03198, Official Records of Yuma County, Arizona ("Official Records"), as amended by (i) a First Amendment to Amended and Restated Yuma Riverfront Master and First Phase Development and Disposition Agreement, dated March 17, 2009 (the "First Amendment to 2009 DDA"), and recorded on March 24, 2009, at Fee No. 2009-08128, Official Records; (ii) a Second Amendment to Amended and Restated Yuma Riverfront Master and First Phase Development and Disposition Agreement, dated May 26, 2010 (the "Second Amendment to 2009 DDA"), and recorded on May 27, 2010, at Fee No. 2010-13305, Official Records; (iii) a Third Amendment to Amended and Restated Yuma Riverfront Master and First Phase Development and Disposition Agreement, dated May 19, 2011 (the "Third Amendment to 2009 DDA"), and recorded on June 17, 2011, at Fee No. 2011-14282, Official Records; (iv) a Fourth Amendment (the "Fourth Amendment to 2009 DDA") in Section 1.3 of the Amended and Restated Phase 2 Development and Disposition Agreement, Partial Assignment of Master Developer's Interest and Fourth Amendment of Master DDA, dated March 31, 2016, and re-recorded at Fee No. 2016-22363, Official Records; and (v) a Fifth Amendment (the "Fifth Amendment to 2009 DDA") in Section 1.3 of the Yuma Pivot Point Phase Three Component Real Property Sale and Development Agreement, Partial Assignment of Master Developer's Interest, Covenants and Fifth Amendment of Master DDA, dated and recorded on October 10, 2017, at Fee No. 2017-25413, Official Records (the "Phase Three Extended Hotel Agreement"). The 2009 DDA together with such First, Second, Third, Fourth and Fifth Amendments to the 2009 DDA are herein collectively called the "Master DDA" and in their entirety amended and restated the document recorded in the Official Records on January 19, 2005 at Fee No. 2005-02309, such latter document having replaced the document recorded in the Official Records at Fee No. 2004-44007.

B. Phase I Lease. Pursuant to and in furtherance of the Master DDA, City, as landlord, and Developer, as tenant, entered into the Yuma Riverfront Development First Phase Land and Improvements Lease dated June 16, 2005, and recorded on June 28, 2005, at Fee No. 2005-27767, Official Records, as amended by (i) the First Amendment to Yuma Riverfront Development First Phase Land and Improvements Lease dated May 26, 2010, and recorded on May 27, 2010, at Fee No. 2010-13304, Official Records (the “**First Phase I Lease Amendment**”); (ii) the Second Amendment to Yuma Riverfront Development First Phase Land and Improvements Lease dated June 13, 2011, and recorded on June 17, 2011, at Fee No. 2011-14281, Official Records (the “**Second Phase I Lease Amendment**”); and (iii) this Third Phase I Lease Amendment, and as affected by that Modification Agreement (defined below) (collectively, the “Phase I Lease”).

C. Hotel and Conference Center. The Phase I Lease contemplated the development and construction of improvements, including, but not limited to, the construction of improvements now known as the Hilton Garden Inn Yuma (aka Pivot Point Hotel) and a separate Conference Center, located at 310 North Madison Avenue, Yuma, Arizona 85364 (collectively the “Hotel and Conference Center Improvements”). The Hotel and Conference Center Improvements are located on real property legally described on Exhibit A attached to this Third Phase I Lease Amendment. The Hotel and Conference Center Improvements and the real property legally described on such Exhibit A are hereinafter collectively called the “Hotel and Conference Center” or the “Hotel and Conference Center Premises” or the “Hotel and Conference Center Component”).

D. Modification Agreement. City, Developer and Hotel Tenant entered into (or will enter into contemporaneously with this Third Phase I Lease Amendment) that certain Yuma Riverfront Modification Agreement dated of even date with this Third Phase I Lease Amendment, and recorded contemporaneously herewith in the Official Records (the “Modification Agreement”), pursuant to which City, Developer and Hotel Tenant among other things modified and amended the Master DDA and approved of and authorized this Third Phase I Lease Amendment.

E. Assignment of Phase I Lease. Pursuant to the Modification Agreement, the Sublease referenced therein was terminated and Developer assigned to Hotel Tenant all of Developer’s right, title and interest in and to the Phase I Lease, whereby (i) Hotel Tenant was substituted as the Tenant under the Phase I Lease in place of Developer, (ii) City approved of Developer’s assignment of the Phase I Lease to Hotel Tenant, and agreed to recognize Hotel Tenant as the Tenant under the Phase I Lease, and, (iii) in accordance with Section 3 of the aforesaid Second Amendment to the Phase I Lease, the Premises demised by the Phase I Lease were limited to the Hotel and Conference Center Premises.

F. Amendment. City, as Landlord, and Hotel Tenant, as Tenant under the Phase I Lease now desire to further modify and amend the Phase I Lease, as provided in this Third Phase I Lease Amendment.

G. Effective Date. This Third Phase I Lease Amendment, the Modification Agreement and the termination of the Sublease shall be effective (the “Effective Date”) upon the date of (i) the consummation of the following described New Loan to Hotel Tenant and (ii) the

pay-off of the following described Existing Loan, with respect to the Hotel and Conference Center Improvements:

(a) New Loan: That certain loan from Wells Fargo Bank, National Association to Hotel Tenant and secured by that certain Leasehold Deed of Trust, Assignment of Leases and Rents, Security Agreement and Fixture Filing dated on or around the Effective Date.

(b) Existing Loan: That certain loan from Western Alliance Bank, an Arizona corporation, to Hotel Tenant and secured by that certain Subleasehold Deed of Trust, Security Agreement and Fixture Filing dated as of January 14, 2016 and recorded on January 19, 2016, at Fee No. 2016-01170, Official Records.

Hotel Tenant or the lender under such New Loan will provide written notice of the Effective Date to City promptly following the occurrence of the Effective Date. If for any reason the Effective Date has not occurred by March 1, 2018, this Third Phase I Lease Amendment, the Modification Agreement and the termination of the Sublease shall be void and of no further force or effect whatsoever.

AGREEMENT

FOR GOOD AND VALUABLE CONSIDERATION, the receipt and sufficiency of which are hereby acknowledged, City and Hotel Tenant confirm, represent, warrant, covenant and agree as follows:

1. Public Improvements Financing. Section 3.3 of the Phase I Lease (which was superseded by Section 8 of the Third Amendment to the 2009 DDA) is hereby deleted.

2. Development of Hotel and Conference Center; Hotel Reserves. Section 7.1 of the Phase I Lease (concerning the design, construction and development of the Hotel and Conference Center, which has been completed) is no longer relevant and is hereby deleted. To the extent a Leasehold Mortgagee requires Hotel Tenant to maintain reserve funds with such Leasehold Mortgagee designated for furniture, fixture and/or equipment purposes, Hotel Tenant shall not be required to maintain duplicative reserve funds in order to satisfy Hotel Tenant's reserve obligations pursuant to Section 8.2.3 of the Phase I Lease.

3. Premises Limited to Hotel and Conference Center. Section 3 of the aforesaid Second Amendment to the Phase I Lease deleted the Hotel Restaurant Component and the Commercial Component from the Phase I Lease in all respects, thereby limiting the Premises demised by the Phase I Lease to the Hotel and Conference Center. Accordingly, in no event shall Hotel Tenant be obligated to (i) construct the Hotel Restaurant, (ii) indemnify or maintain insurance with respect to the Hotel Restaurant or (iii) maintain, replace or repair any Additional Shared Parking Areas located on the Hotel Restaurant Component site.

4. Annual Rent. As set forth in Section 3.1.1 of the Phase I Lease, no Annual Rent shall be payable for the first thirty-five (35) Lease Years of the Lease Term for the Hotel and Conference Center Component, and after the initial thirty-five (35) Lease Years of the Lease Term, the Annual Rent for the Hotel and Conference Center Component during the remaining Lease Term shall be equal to three percent (3%) of the Hotel Room Revenue for each

preceding Lease Year, all as set forth in in Section 3.1.1 of the Phase I Lease. The parties hereby confirm and agree that Commencement Date of the Lease Term is June 16, 2005, and that the initial thirty-five (35) Lease Years of the Lease Term will end on June 15, 2040, such that the first payment of Annual Rent for the Hotel and Conference Center Component shall be due and payable on June 16, 2041.

5. Public Improvements. The following new Section 22 is hereby added to the Phase I Lease:

22. Public Improvements. Tenant shall continue to possess all rights, benefits and privileges in and to the Public Improvements (as the term “Public Improvements” is used and defined in the Third Amendment to the 2009 DDA) granted for the benefit of the Hotel and Conference Center pursuant to the Master DDA.

6. Trade Names and Trade Marks. The following new Section 23 is hereby added to the Phase I Lease:

23. Trade Names and Trade Marks. Tenant shall continue to comply with the requirement concerning “Yuma” being part of the name of the Hotel and Conference Center as set forth in Section 6.8.1 of the Master DDA. Also, Tenant shall continue to possess all rights in and to the Trade Names and Trade Marks (as those terms are used and defined in Section 6.8.2 of the Master DDA) granted for the benefit of the Hotel and Conference Center, subject to the City’s License and the other provisions in Section 6.8.2 of the Master DDA as they relate to the Hotel and Conference Center.

7. City’s Use of Conference Center. The following new Section 24 is hereby added to the Phase I Lease:

24. City’s Use of Conference Center. As contemplated by Section 6.8.5 of the Master DDA, the City shall continue to have the right to use the Conference Center or individual rooms therein, without base room rental charges, for a maximum of thirty (30) days per calendar year for no more than three (3) consecutive days if reserved by written notice received by Tenant a minimum of six (6) months in advance (the “Reservation Notice”). Dates designated in a Reservation Notice a minimum of six (6) months in advance shall not be changed by Tenant without prior written consent of the City. Dates designated in a Reservation Notice less than six (6) months in advance are subordinate to priority use by Tenant. Notwithstanding the foregoing, reservation of dates requires the City to execute the then-current Conference Center facility use agreement which other parties utilizing the Conference Center will also be required to execute; provided that base room rental charges shall be waived, and food, beverage, audio, visual, and other products or

services will be charged as used at rates no higher than the lowest rates then being charged to other parties utilizing the Conference Center.

8. Tenant's Surcharge. The following new Section 25 is hereby added to the Phase I Lease:

25. Tenant's Surcharge. Because Tenant has replaced Clark-Lankford, LLC as "Tenant" under this Lease, Tenant and its permitted successors and assigns shall collect or require the collection of a one percent (1%) surcharge ("Hotel and Conference Center Surcharge") on all transactions or activities now or hereafter subject to and in addition to any transaction privilege taxes levied or imposed under the City Tax Code that occur within or for the Hotel and Conference Center during the Term of this Lease. The Hotel and Conference Center Surcharge shall be collected and reported to Landlord not more frequently than monthly and in such manner as Landlord shall reasonably determine from time to time. Tenant and its permitted successors and assigns shall require that all agreements, sub-agreements, leases, subleases, management contracts, guest and customer transactions, group and other user agreements or any other document that implements the use, leasing, and operation of the Hotel and Conference Center, contain provisions requiring the payment, collection and reporting of the Hotel and Conference Center Surcharge to Landlord for the Term of this Lease. At the end of the Term of this Lease, the collection of the Hotel and Conference Center Surcharge will terminate. Landlord and Tenant shall execute any mutually acceptable additional agreements or documents necessary to implement this Section 25, particularly those for the collection and reporting procedures to ensure that the Hotel and Conference Center Surcharge is collected and then reported and paid to Landlord. Landlord will deposit Tenant's share ("Tenant's Surcharge Share") of the Hotel and Conference Center Surcharge received by Landlord into the Special Fund referenced in Section 7.2.2 of the Master DDA for disbursement to Tenant pursuant to Section 7.2.3 of the Master DDA; provided that Tenant's Surcharge Share shall be used only for the purpose of operational costs and expenses, maintenance, refurbishment, reconstruction and future expansion of the Conference Center, which shall be evidenced by paid receipts delivered by Tenant to Landlord on a monthly basis as Tenant's expenditures of Tenant's Surcharge Share are made for such purpose. Until January 21, 2019 (the first ten (10) years of the Term of the Master DDA ending on January 20, 2019), Tenant's Surcharge Share will be one hundred percent (100%) of the Hotel and Conference Center Surcharge received by Landlord. Commencing on January 21, 2019, and for the remainder of the Term of this Lease, Landlord and Tenant will equally share the Hotel and Conference Center Surcharge received by Landlord. Landlord's fifty percent (50%) portion of the Hotel and Conference Center Surcharge shall be deposited in a special fund created by Landlord (the "Special Surcharge Fund") that is segregated from other City funds and held in constructive trust for the benefit of and reinvestment in the North End Redevelopment Area (created by City Council Resolution No. 2318 dated August 17, 1983), as such reinvestment is from time to time determined by the City in its sole and absolute discretion.

9. GPLET Abatement. The following new Section 26 is hereby added to the Phase I Lease:

26. GPLET Abatement. Because Tenant has replaced Clark-Lankford, LLC as “Tenant” under this Lease, the commitment of City to provide the benefit of the eight (8) year government property lease excise tax abatement available pursuant to A.R.S. § 42-6209 (the “GPLET Abatement”) is hereby separated into two commitments, one commitment for the benefit of the Hotel and Conference Center demised by this Lease (the “Hotel and Conference Center GPLET Abatement”), and the other commitment for the remainder of the Project (as “Project” is defined in the Master DDA) excluding the Hotel and Conference Center (the “Remaining Project GPLET Abatement”). At the end of the eight (8) year Hotel and Conference Center GPLET Abatement (which abatement ended on November 30, 2017, with the first payment of the GPLET due on December 1, 2018), the following provisions will apply for the remainder of the Term of this Lease and any extensions or renewals thereof:

(a) In addition to the Annual Rent, Tenant shall pay Incremental Rent as set forth in Section 3.2 of this Lease (as amended by the Second Phase I Lease Amendment dated as June 13, 2011), with the first payment of the Incremental Rent due on November 30, 2018. Notwithstanding anything to the contrary in this Lease, in no event shall the Incremental Rent exceed an amount equal to the applicable combined state, county, city and special district assessments and property taxes for the Premises, determined as if the Premises were privately owned and subject to such property taxes and assessments. In determining the GPLET rates required by A.R.S. § 42-6203(A) and § 42-6203(B) as component calculations of the Incremental Rent, Landlord shall utilize the GPLET Return Form and Worksheets for the applicable year as published by the Arizona Department of Revenue (e.g., DOR Forms 82620 and 82620-W), and, for clarity, for Landlord’s determination of Incremental Rent, the GPLET tax rate for A.R.S. § 42-6203(A) shall equal the amount actually payable by Tenant to the Yuma County Treasurer.

(b) The Incremental Rent received from the Hotel and Conference Center shall be deposited in a special fund created by Landlord (the “Special Incremental Rent Fund”) that is segregated from other City funds and held in constructive trust for the benefit of and reinvestment in the North End Redevelopment Area, as such reinvestment is from time to time determined by Landlord in its sole and absolute discretion.

(c) Without limiting Tenant’s rights to contest the amount of Taxes pursuant to Section 5.4 of this Lease, Landlord

shall join in any such contest or permit Tenant to do so in Landlord's name, and such rights of Tenant shall specifically include the right to contest the applicable combined state, county, city and special district assessments and property taxes in connection with the Premises to the extent the same are utilized in connection with (or otherwise relate to) the determination of the amount of Incremental Rent to be paid by Tenant under this Lease.

(d) If Landlord shall sell, transfer or otherwise assign its fee interest in the Premises, Tenant's obligation to pay (i) the GPLET for the Premises, as determined under the provisions of A.R.S. § 42-6201 through § 42-6209 and (ii) Incremental Rent shall each cease as of the effective date of such sale, transfer or other assignment, it being understood that Tenant's obligation to pay the Annual Rent as and when required shall not be affected.

10. Parking. Subject to Section 5.6 (captioned Component Parking) of the Phase Three Extended Hotel Agreement referenced in Recital A above, the following new Sections 27 and 28 are hereby added to the Phase I Lease:

27. Shared Parking Spaces. Tenant shall continue to have all rights (to which Tenant has succeeded by virtue of Developer's assignment of this Lease to Tenant) in and to the Shared Parking Spaces (as that term is used and defined in the Master DDA) granted for the benefit of the Hotel and Conference Center pursuant to and as limited by Section 5.10 of the Master DDA; provided, that Tenant shall comply with the same insurance, indemnity and other obligations respecting the Shared Parking Spaces that are required of Master Developer under Section 5.10(c) and (d) of the Master DDA.

28. Additional Shared Parking. Tenant shall continue to have all rights (to which Tenant has succeeded by virtue of Developer's assignment of this Lease to Tenant) in and to the Additional Shared Parking Right and Additional Shared Parking Areas (as those terms are used and defined in the Master DDA) granted for the benefit of the Hotel and Conference Center pursuant to and as limited by Section 7 of the Third Amendment to the 2009 DDA; provided, that Tenant shall comply with the same insurance, indemnity and other obligations respecting the Additional Shared Parking Areas that are required of Master Developer under Section 5.11(e) and (f) as amended by Section 7 of the Third Amendment to the 2009 DDA; and provided further, that so long as Tenant complies with such obligations, Tenant shall not be deemed to be in violation of applicable parking requirements under the City of Yuma zoning code.

11. Deletion of Master DDA Cross-Default. Section 15.1(f) of the Phase I Lease is hereby deleted.

12. Notices. All notices to be made or given under this Third Phase I Lease Amendment and the Phase I Lease to Landlord and Hotel Tenant shall be in writing and shall be given by personal delivery, by deposit in the United States mail, certified mail, return receipt requested, postage prepaid, or by express overnight delivery service, freight prepaid. Notices shall be deemed given and made on the day of personal delivery, or on the third (3rd) day after deposit in the United States mail, or on the day delivered by express overnight delivery service, whichever is applicable, to Landlord or Hotel Tenant at their respective addresses below or such other addresses as either party may designate by notice to the other party hereto:

If to Landlord:

City Administrator
City of Yuma
One City Plaza
P.O. Box 13014
Yuma, AZ 85366-3014

With copies to:

City Attorney
City of Yuma
One City Plaza
P. O. Box 13014
Yuma, AZ 85366-3014

and

Snell & Wilmer, L.L.P.
400 S. Van Buren
One Arizona Center
Phoenix, AZ 85004-2202

If to Hotel Tenant:

Kesari Hospitality, LLC
445 Hotel Circle S
San Diego, CA 92108
Attn: Mike Kalthia

With a copy to:

Charles J. Riekema, PLC
2601 North 3rd Street, Suite 100
Phoenix, Arizona 85004
Attn: Charles J. Riekema

13. Right to Assign and Sublet. Hotel Tenant's right to assign its right, title and interest in and to the Phase I Lease or to sublet the Hotel and Conference Center, shall continue to be governed by Article 13 of the Phase I Lease.

14. Right to Encumber. Hotel Tenant's right to encumber the right, title and interests of Tenant under the Phase I Lease shall continue to be governed by Article 14 of the Phase I Lease.

15. GPLET. Landlord and Hotel Tenant intend for the Phase I Lease, as amended by this Third Phase I Lease Amendment, to continue to further the original purpose and intent of the Phase I Lease with respect to the Hotel and Conference Center, and to qualify, to the fullest extent, for all of the benefits, privileges, and rights afforded under A.R.S. § 42-6203(A) and § 42-6209(C).

16. Effect on Phase I Lease. Except as expressly and specifically amended by this Third Phase I Lease Amendment, the Phase I Lease and all of its covenants, conditions and provisions shall remain in full force and effect.

17. Conflicts. If any provisions of the Phase I Lease or the Master DDA conflict with any of the provisions of this Third Phase I Lease Amendment, the provisions of this Third Phase I Lease Amendment shall govern and control.

18. Successors and Assigns. This Third Phase I Lease Amendment will be binding upon and inure to the benefit of Landlord and Hotel Tenant, and their respective successors and assigns.

19. Counterparts. This Third Phase I Lease Amendment may be executed in any number of counterparts, each of which shall be an original, but all of which shall constitute one and the same instrument and agreement.

20. Recitals. The Recitals set forth above are incorporated into this portion of the Third Phase I Lease Amendment by this reference.

21. Defined Terms. Any capitalized terms not defined in this Third Phase I Lease Amendment shall have the meanings ascribed to them in the Phase I Lease or, if applicable, in the Master DDA or the Modification Agreement.

IN WITNESS WHEREOF, the parties have executed this Third Phase I Lease Amendment as of the date first above set forth.

[SIGNATURES FOLLOW]

CITY:

CITY OF YUMA, ARIZONA, an Arizona
municipal corporation

By: _____
Gregory K. Wilkinson
City Administrator

ATTEST:

Lynda L. Bushong, City Clerk

APPROVED AS TO FORM:

By: _____
Richard W. Files, City Attorney

STATE OF ARIZONA)
) ss.
County of Yuma)

The foregoing instrument was acknowledged before me this ____ day of _____, 20__, by Gregory K. Wilkinson, City Administrator of the City of Yuma, who acknowledged that he signed the foregoing instrument on behalf of the City.

Notary Public

My commission expires:

KESARI HOSPITALITY LLC,
an Arizona limited liability company

STATE OF _____)
) ss.
County of _____)

Notary Public

EXHIBIT C

PHASE TWO CONSENT AND AGREEMENT

DATE: _____, 20__ (“Execution Date”)

PARTIES: CITY OF YUMA, ARIZONA, an Arizona municipal corporation

(“City”)

YUMA RIVERVIEW APARTMENTS LLC, an Arizona limited liability company

(“Phase Two Component Developer”)

CLARK-LANKFORD, L.L.C., a Delaware limited liability company

(“Master Developer”)

RECITALS:

A. City, Phase Two Component Developer and Master Developer are parties (the “Parties”) to that certain Amended and Restated Yuma Pivot Point Phase Two Component Development and Disposition Agreement, Partial Assignment of Master Developer’s Interest and Fourth Amendment of Master DDA, dated March 31, 2016, and re-recorded at Fee No. 2016-22363, official records of Yuma County, Arizona (the “Phase Two DDA”), to which is attached that certain Yuma Pivot Point Phase Two Amended and Restated Land and Improvements Lease between the City, as Landlord, and the Phase Two Component Developer, as Tenant (the “Phase Two Lease”) which by this reference is made a part hereof.

B. This Phase Two Consent and Agreement (“Consent and Agreement”) is executed and entered into for the benefit of the Parties hereto and Kesari Hospitality LLC, an Arizona limited liability company (the Hotel Tenant named as a party in the Yuma Riverfront Modification Agreement, dated _____, 20__, to which this this Consent and Agreement is attached as Exhibit C thereto).

COVENANTS:

For valuable consideration, receipt of which is hereby acknowledged, and in further consideration of the mutual covenants hereinafter set forth, the Parties agree as follows:

1. The Phase Two Component Developer hereby consents to and is in agreement with the Yuma Riverfront Modification Agreement, dated _____, 20__, to which this this Consent and Agreement is attached as Exhibit C thereto.

2. This Consent and Agreement shall prevail over any conflicting provisions in the Phase Two DDA or the Phase Two Lease. Any capitalized terms not defined herein shall have the meanings ascribed to them in the Phase Two DDA or the Phase Two Lease. This Consent and Agreement is in addition to the Phase Two Consent and Agreement, dated October 10, 2017, between the Parties.

IN WITNESS WHEREOF, the Parties have executed this Consent and Agreement effective as of the Execution Date first written above.

[SIGNATURES FOLLOW]

CITY:

CITY OF YUMA, ARIZONA, an Arizona
municipal corporation

By: _____
Gregory K. Wilkinson
City Administrator

ATTEST:

Lynda L. Bushong, City Clerk

APPROVED AS TO FORM:

By: _____
Richard W. Files, City Attorney

STATE OF ARIZONA)
) ss.
County of Yuma)

The foregoing instrument was acknowledged before me this ____ day of _____, 20__, by Gregory K. Wilkinson, City Administrator of the City of Yuma, who acknowledged that he signed the foregoing instrument on behalf of the City.

Notary Public

My commission expires:

CLARK-LANKFORD, LLC,
a Delaware limited liability company

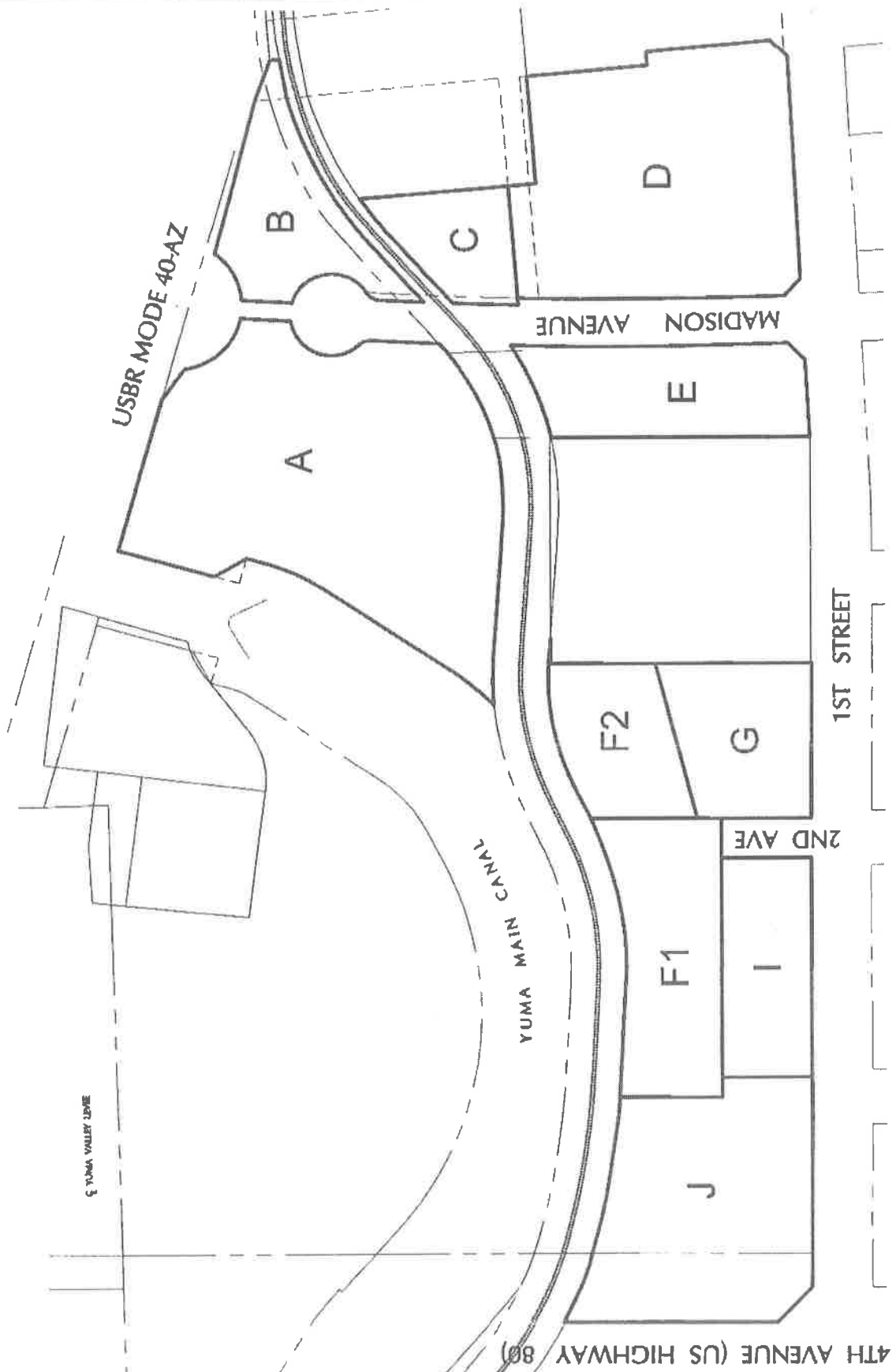
By: _____
C. W. Clark, President

The foregoing instrument was acknowledged before me this ____ day of _____, 20__, by C. W. Clark, President of C. W. Clark, Inc., a California corporation, as Manager of Clark-Lankford, LLC, a Delaware limited liability company, who acknowledged that he signed the foregoing instrument on behalf of the corporation as manager of the limited liability company.

My commission expires:

AMENDED EXHIBIT D

YUMA RIVERFRONT MASTER DEVELOPMENT AND DISPOSITION AGREEMENT LAND EXHIBIT



**YUMA RIVERFRONT
MASTER DEVELOPMENT AND DISPOSITION AGREEMENT
LEGAL DESCRIPTION
PARCEL A**

That portion of Quartermaster's Depot U.S. Military Reservation, located in fractional Section 35, Township 16 South, Range 22 East, San Bernardino Meridian, Yuma County, Arizona, as described in Quit Claim Deed recorded in Fee # 1999-14048, Yuma County Records, and a portion of Block 4 and Madison Avenue right-of-way, City of Yuma, according to White's Survey filed April 4, 1894, in the Office of the Yuma County Recorder, more particularly described as follows:

Beginning at the centerline intersection of Fourth Avenue and First Street;

Thence South 89°56'37" East along the centerline of First Street a distance of 760.24 feet to the intersection with the centerline of Second Avenue;

Thence North 00°03'23" East along the centerline of Second Avenue a distance of 295.00 feet to a point on the Northerly line of Tract No. 1, as depicted on General Land Office Supplemental Plat of Section 35, Township 16 South, Range 22 East, San Bernardino Meridian, in Arizona, approved August 22, 1912;

Thence South 89°56'37" East along the Northerly line of said Tract No. 1 a distance of 40.00 feet to Corner #4 of said Tract No. 1;

Thence North 00°03'23" East along the Northerly line of said Tract No. 1 a distance of 128.03 feet to Corner #3 of said Tract No. 1;

Thence South 89°54'35" East along the Northerly line of said Tract No. 1 a distance of 40.15 feet to a point on the Southerly line of the Yuma Main Canal right-of-way, said Southerly line lying approximately parallel with and 50 feet southerly of the water's edge as referred to in said Quit Claim Deed;

Thence North 62°11'16" East along the Southerly line of said Yuma Main Canal right-of-way a distance of 23.30 feet to the beginning of a tangent curve to the left having a radial bearing South 27°48'44" East;

Thence along said curve to the left of radius 395.00 feet along the Southerly line of said Yuma Main Canal right-of-way through a central angle of 17°21'23" an arc distance of 119.66 feet to the TRUE POINT OF BEGINNING;

Thence continuing along said curve to the left of radius 395.00 feet along the Southerly line of said Yuma Main Canal right-of-way through a central angle of 11°38'37" an arc distance of 80.27 feet;

Thence North $33^{\circ}11'16''$ East along the Southerly line of said Yuma Main Canal right-of-way a distance of 221.95 feet to the beginning of a tangent curve to the left having a radial bearing South $56^{\circ}48'44''$ East;

Thence along said curve to the left of radius 295.00 feet along the Southerly line of said Yuma Main Canal right-of-way through a central angle of $17^{\circ}12'57''$ an arc distance of 88.64 feet;

Thence North $15^{\circ}58'19''$ East along the Easterly line of said Yuma Main Canal right-of-way a distance of 30.36 feet;

Thence North $29^{\circ}01'41''$ West along the Easterly line of said Yuma Main Canal right-of-way, a distance of 53.74 feet;

Thence North $15^{\circ}58'19''$ East along the Easterly line of said Yuma Main Canal right-of-way, said Easterly line lying approximately parallel with and 57 feet easterly of the centerline of the Colorado River Siphon as referred to in said Quit Claim Deed, a distance of 142.71 feet to a point on the Southerly line of the United States Bureau of Reclamation Main Outlet Drain Extension (U.S.B.R. M.O.D.E.) 40-AZ right-of-way as shown on U.S.B.R. Drawing No. 1292-303-1040;

Thence South $73^{\circ}58'14''$ East along the Southerly line of said U.S.B.R. M.O.D.E. 40-AZ right-of-way a distance of 229.39 feet to a point on the Northerly line of said Block 4;

Thence South $53^{\circ}56'03''$ East along the Northerly line of said Block 4 a distance of 55.53 feet to a point on the Westerly line of the realigned Madison Avenue right-of-way as shown on Pivot Point Hotel Lot Tie/Lot Split recorded in Book 23 of Plats, Pages 75 and 76, Yuma County Records, and the beginning of a non-tangent curve to the left having a radial bearing South $83^{\circ}20'49''$ West, the radius point of said curve being the center point of the old River Bridge Pivot Point;

Thence along said curve to the left of radius 93.50 feet along the Westerly line of said realigned Madison Avenue right-of-way through a central angle of $71^{\circ}20'43''$ an arc distance of 116.43 feet;

Thence South $03^{\circ}42'00''$ West along the Westerly line of said realigned Madison Avenue right-of-way a distance of 72.52 feet to the beginning of a non-tangent curve to the left having a radial bearing North $09^{\circ}18'10''$ West;

Thence along said curve to the left of radius 60.00 feet along the Westerly line of said realigned Madison Avenue right-of-way through a central angle of $122^{\circ}05'47''$ an arc distance of 127.86 feet to the beginning of a tangent curve to the right having a radial bearing North $48^{\circ}36'02''$ East;

Thence along said curve to the right of radius 25.00 feet along the Westerly line of said realigned Madison Avenue right-of-way through a central angle of $45^{\circ}05'04''$ an arc distance of 19.67 feet to the beginning of a tangent curve to the left having a radial bearing North $86^{\circ}18'53''$ West;

Thence along said curve to the left of radius 5,764.65 feet along the Westerly line of said realigned Madison Avenue right-of-way through a central angle of $00^{\circ}59'09''$ an arc distance of 99.17 feet to a point on the Northerly line of the Yuma Valley Railroad right-of-way, said Northerly line lying parallel with and 40 feet northerly of the centerline of the in place track as referred to in said Quit Claim Deed, said point the beginning of a non-tangent curve to the right having a radial bearing South $41^{\circ}27'39''$ East;

Thence along said curve to the right of radius 410.00 feet along the Northerly line of said Yuma Valley Railroad right-of-way through a central angle of $12^{\circ}40'45''$ an arc distance of 90.75 feet to the beginning of a tangent curve to the right having a radial bearing South $28^{\circ}46'54''$ East;

Thence along said curve to the right of radius 315.00 feet along the Northerly line of said Yuma Valley Railroad right-of-way through a central angle of $25^{\circ}00'00''$ an arc distance of 137.44 feet to the beginning of a tangent curve to the right having a radial bearing South $03^{\circ}46'54''$ East;

Thence along said curve to the right of radius 510.00 feet along the Northerly line of said Yuma Valley Railroad right-of-way through a central angle of $8^{\circ}00'00''$ an arc distance of 71.21 feet;

Thence North $85^{\circ}46'54''$ West along the Northerly line of said Yuma Valley Railroad right-of-way a distance of 190.00 feet to the beginning of a tangent curve to the left having a radial bearing North $04^{\circ}13'06''$ West;

Thence along said curve to the left of radius 390.00 feet along the Northerly line of said Yuma Valley Railroad right-of-way through a central angle of $9^{\circ}25'31''$ an arc distance of 64.16 feet to the TRUE POINT OF BEGINNING;

Said parcel contains 4.3714 acres, more or less.

**YUMA RIVERFRONT
MASTER DEVELOPMENT AND DISPOSITION AGREEMENT
LEGAL DESCRIPTION
PARCEL B**

That portion of Parcel "C-1", City of Yuma Riverfront Development Lot Tie and Lot Split recorded in Book 17 of Plats, Pages 1 and 2, Yuma County Records, more particularly described as follows:

Beginning at the centerline intersection of Fourth Avenue and First Street;

Thence South $89^{\circ}56'37''$ East along the centerline of First Street a distance of 760.24 feet to the intersection with the centerline of Second Avenue;

Thence South $89^{\circ}54'35''$ East along the centerline of First Street a distance of 494.02 feet;

Thence North $86^{\circ}42'01''$ East along the centerline of First Street a distance of 266.93 feet to the intersection with the centerline of Madison Avenue;

Thence North $01^{\circ}18'00''$ West along the centerline of Madison Avenue a distance of 165.28 feet to the beginning of a tangent curve to the right having a radial bearing South $88^{\circ}42'00''$ West;

Thence along said curve to the right of radius 5,729.65 feet along the centerline of realigned Madison Avenue as shown on Pivot Point Hotel Lot Tie/Lot Split recorded in Book 23 of Plats, Pages 75 and 76, Yuma County Records, through a central angle of $04^{\circ}15'03''$ an arc distance of 425.10 feet;

Thence South $87^{\circ}02'57''$ East distance of 25.00 feet to the intersection of the Easterly line of said realigned Madison Avenue right-of-way with the Northerly line of the Railroad Easement as shown on said City of Yuma Riverfront Development Lot Tie and Lot Split and to the beginning of a non-tangent curve to the right having a radial bearing North $87^{\circ}02'57''$ West said point being the TRUE POINT OF BEGINNING;

Thence along said curve to the right of radius 5,704.65 feet along the Easterly line of said realigned Madison Avenue right-of-way through a central angle of $00^{\circ}38'53''$ an arc distance of 64.51 feet to the beginning of a tangent curve to the right having a radial bearing of North $86^{\circ}24'04''$ West;

Thence along said curve to the right of radius 25.00 feet along the Easterly line of said realigned Madison Avenue right-of-way through a central angle of $54^{\circ}03'43''$ an arc distance of 23.59 feet to the beginning of a tangent curve to the left having a radial bearing of South $32^{\circ}20'21''$ East;

**YUMA RIVERFRONT
MASTER DEVELOPMENT AND DISPOSITION AGREEMENT
LEGAL DESCRIPTION
PARCEL B**

That portion of Parcel "C-1", City of Yuma Riverfront Development Lot Tie and Lot Split recorded in Book 17 of Plats, Pages 1 and 2, Yuma County Records, more particularly described as follows:

Beginning at the centerline intersection of Fourth Avenue and First Street;

Thence South $89^{\circ}56'37''$ East along the centerline of First Street a distance of 760.24 feet to the intersection with the centerline of Second Avenue;

Thence South $89^{\circ}54'35''$ East along the centerline of First Street a distance of 494.02 feet;

Thence North $86^{\circ}42'01''$ East along the centerline of First Street a distance of 266.93 feet to the intersection with the centerline of Madison Avenue;

Thence North $01^{\circ}18'00''$ West along the centerline of Madison Avenue a distance of 165.28 feet to the beginning of a tangent curve to the right having a radial bearing South $88^{\circ}42'00''$ West;

Thence along said curve to the right of radius 5,729.65 feet along the centerline of realigned Madison Avenue as shown on Pivot Point Hotel Lot Tie/Lot Split recorded in Book 23 of Plats, Pages 75 and 76, Yuma County Records, through a central angle of $04^{\circ}15'03''$ an arc distance of 425.10 feet;

Thence South $87^{\circ}02'57''$ East distance of 25.00 feet to the intersection of the Easterly line of said realigned Madison Avenue right-of-way with the Northerly line of the Railroad Easement as shown on said City of Yuma Riverfront Development Lot Tie and Lot Split and to the beginning of a non-tangent curve to the right having a radial bearing North $87^{\circ}02'57''$ West said point being the TRUE POINT OF BEGINNING;

Thence along said curve to the right of radius 5,704.65 feet along the Easterly line of said realigned Madison Avenue right-of-way through a central angle of $00^{\circ}38'53''$ an arc distance of 64.51 feet to the beginning of a tangent curve to the right having a radial bearing of North $86^{\circ}24'04''$ West;

Thence along said curve to the right of radius 25.00 feet along the Easterly line of said realigned Madison Avenue right-of-way through a central angle of $54^{\circ}03'43''$ an arc distance of 23.59 feet to the beginning of a tangent curve to the left having a radial bearing of South $32^{\circ}20'21''$ East;

**YUMA RIVERFRONT
MASTER DEVELOPMENT AND DISPOSITION AGREEMENT
LEGAL DESCRIPTION
PARCEL C**

That portion of Parcel "D", City of Yuma Riverfront Development Lot Tie and Lot Split recorded in Book 17 of Plats, Pages 1 and 2, Yuma County Records, and a portion of Madison Avenue right-of-way, City of Yuma, according to White's Survey filed April 4, 1894, in the Office of the Yuma County Recorder, more particularly described as follows:

Beginning at the centerline intersection of Fourth Avenue and First Street;

Thence South 89°56'37" East along the centerline of First Street a distance of 760.24 feet to the intersection with the centerline of Second Avenue;

Thence South 89°54'35" East along the centerline of First Street a distance of 494.02 feet;

Thence North 86°42'01" East along the centerline of First Street a distance of 266.93 feet to the intersection with the centerline of Madison Avenue;

Thence North 01°18'00" West along the centerline of Madison Avenue a distance of 165.28 feet to the beginning of a tangent curve to the right having a radial bearing South 88°42'00" West;

Thence along said curve to the right of radius 5,729.65 feet along the centerline of realigned Madison Avenue as shown on Pivot Point Hotel Lot Tie/Lot Split recorded in Book 23 of Plats, Pages 75 and 76, Yuma County Records, through a central angle of 02°52'25" an arc distance of 287.36 feet;

Thence South 88°25'35" East a distance of 25.00 feet to the intersection of the Easterly line of said realigned Madison Avenue right-of-way with the Northerly line of the 40 foot wide Access and Utility Easement as shown on said City of Yuma Riverfront Development Lot Tie and Lot Split and to the beginning of a non-tangent curve to the right having a radial bearing North 88°25'35" West said point being the TRUE POINT OF BEGINNING;

Thence along said curve to the right of radius 5,704.65 feet along the Easterly line of said realigned Madison Avenue right-of-way through a central angle of 00°57'04" an arc distance of 94.69 feet to the Southerly line of the Railroad Easement as shown on said City of Yuma Riverfront Development Lot Tie and Lot Split;

Thence North 47°42'00" East along said Southerly line of the Railroad Easement a distance of 142.63 feet to the beginning of a tangent curve to the right having a radial bearing North 42°18'00" West;

Thence along said curve to the right of radius 538.55 feet along said Southerly line of the Railroad Easement through a central angle of $06^{\circ}47'23''$ an arc distance of 63.82 feet;

Thence South $04^{\circ}32'00''$ East a distance of 216.55 feet to a point on said Northerly line of the 40 foot wide Access and Utility Easement;

Thence South $85^{\circ}11'00''$ West along said Northerly line of the 40 foot wide Access and Utility Easement a distance of 176.25 feet to the TRUE POINT OF BEGINNING;

Said parcel contains 0.6087 acres, more or less.

**YUMA RIVERFRONT
MASTER DEVELOPMENT AND DISPOSITION AGREEMENT
LEGAL DESCRIPTION
PARCEL D**

That portion of Parcel "D", City of Yuma Riverfront Development Lot Tie and Lot Split recorded in Book 17 of Plats, Pages 1 and 2, Yuma County Records, and a portion of Main Street and First Street rights-of-way, City of Yuma, according to White's Survey filed April 4, 1894, in the Office of the Yuma County Recorder, more particularly described as follows:

Beginning at the centerline intersection of Fourth Avenue and First Street;

Thence South $89^{\circ}56'37''$ East along the centerline of First Street a distance of 760.24 feet to the intersection with the centerline of Second Avenue;

Thence South $89^{\circ}54'35''$ East along the centerline of First Street a distance of 494.02 feet;

Thence North $86^{\circ}42'01''$ East along the centerline of First Street a distance of 266.93 feet to the intersection with the centerline of Madison Avenue;

Thence North $01^{\circ}18'00''$ West along the centerline of Madison Avenue a distance of 66.30 feet;

Thence North $88^{\circ}42'00''$ East a distance of 35.00 feet to the Easterly line of the Madison Avenue right-of-way and the TRUE POINT OF BEGINNING;

Thence North $01^{\circ}18'00''$ West along the Easterly line of said Madison Avenue right-of-way a distance of 98.97 feet to the beginning of a tangent curve to the right having a radial bearing South $88^{\circ}42'00''$ West;

Thence along said curve to the right of radius 5,694.65 feet along the Easterly line of the realigned Madison Avenue right-of-way as shown on Pivot Point Hotel Lot Tie/Lot Split recorded in Book 23 of Plats, Pages 75 and 76, Yuma County Records, through a central angle of $02^{\circ}53'05''$ an arc distance of 286.72 feet to the Northerly line of the 40 foot wide Access and Utility Easement as shown on said City of Yuma Riverfront Development Lot Tie and Lot Split;

Thence North $85^{\circ}11'00''$ East along said Northerly line of the 40 foot wide Access and Utility Easement a distance of 166.19 feet;

Thence South $04^{\circ}32'00''$ East a distance of 40.00 feet;

Thence North $85^{\circ}11'00''$ East a distance of 158.16 feet to the Westerly line of the Main Street right-of-way;

**YUMA RIVERFRONT
MASTER DEVELOPMENT AND DISPOSITION AGREEMENT
LEGAL DESCRIPTION
PARCEL D**

That portion of Parcel "D", City of Yuma Riverfront Development Lot Tie and Lot Split recorded in Book 17 of Plats, Pages 1 and 2, Yuma County Records, and a portion of Main Street and First Street rights-of-way, City of Yuma, according to White's Survey filed April 4, 1894, in the Office of the Yuma County Recorder, more particularly described as follows:

Beginning at the centerline intersection of Fourth Avenue and First Street;

Thence South 89°56'37" East along the centerline of First Street a distance of 760.24 feet to the intersection with the centerline of Second Avenue;

Thence South 89°54'35" East along the centerline of First Street a distance of 494.02 feet;

Thence North 86°42'01" East along the centerline of First Street a distance of 266.93 feet to the intersection with the centerline of Madison Avenue;

Thence North 01°18'00" West along the centerline of Madison Avenue a distance of 66.30 feet;

Thence North 88°42'00" East a distance of 35.00 feet to the Easterly line of the Madison Avenue right-of-way and the TRUE POINT OF BEGINNING;

Thence North 01°18'00" West along the Easterly line of said Madison Avenue right-of-way a distance of 98.97 feet to the beginning of a tangent curve to the right having a radial bearing South 88°42'00" West;

Thence along said curve to the right of radius 5,694.65 feet along the Easterly line of the realigned Madison Avenue right-of-way as shown on Pivot Point Hotel Lot Tie/Lot Split recorded in Book 23 of Plats, Pages 75 and 76, Yuma County Records, through a central angle of 02°53'05" an arc distance of 286.72 feet to the Northerly line of the 40 foot wide Access and Utility Easement as shown on said City of Yuma Riverfront Development Lot Tie and Lot Split;

Thence North 85°11'00" East along said Northerly line of the 40 foot wide Access and Utility Easement a distance of 166.19 feet;

Thence South 04°32'00" East a distance of 40.00 feet;

Thence North 85°11'00" East a distance of 158.16 feet to the Westerly line of the Main Street right-of-way;

**YUMA RIVERFRONT
MASTER DEVELOPMENT AND DISPOSITION AGREEMENT
LEGAL DESCRIPTION
PARCEL E**

That portion of Block 5, and Madison Avenue, Jones Street and First Street rights-of-way, City of Yuma, according to White's Survey filed April 4, 1894, in the Office of the Yuma County Recorder, more particularly described as follows:

Beginning at the centerline intersection of Fourth Avenue and First Street;

Thence South 89°56'37" East along the centerline of First Street a distance of 760.24 feet to the intersection with the centerline of Second Avenue;

Thence South 89°54'35" East along the centerline of First Street a distance of 494.02 feet;

Thence North 86°42'01" East along the centerline of First Street a distance of 266.93 feet to the intersection with the centerline of Madison Avenue;

Thence North 01°18'00" West along the centerline of Madison Avenue a distance of 63.80 feet;

Thence South 88°42'00" West a distance of 35.00 feet to the Westerly line of the Madison Avenue right-of-way and the TRUE POINT OF BEGINNING;

Thence South 42°42'00" West a distance of 35.97 feet;

Thence South 86°42'01" West parallel with the centerline of First Street a distance of 112.55 feet to the East line of Parcel A, GSA Courthouse Lot Split as recorded in Book 25 of Plats, Pages 75 and 76, Yuma County Records;

Thence North 00°07'06" East along the East line of said Parcel A a distance of 375.37 feet to a point on the Southerly line of the Yuma Valley Railroad right-of-way, said Southerly line lying parallel with and 40 feet Southerly of the centerline of the in place track as referred to in Quit Claim Deed recorded in Fee # 1999-14048, Yuma County Records, said point the beginning of a non-tangent curve to the left having a radial bearing South 12°44'41" East;

Thence along said curve to the left of radius 395.00 feet along the Southerly line of said Yuma Valley Railroad right-of-way through a central angle of 16°02'13" an arc distance of 110.56 feet to the beginning of a tangent curve to the right having a radial bearing South 28°46'54" East;

Thence along said curve to the left of radius 490.00 feet along the Southerly line of said Yuma Valley Railroad right-of-way through a central angle of 04°18'38" an arc distance of 36.86 feet to a point on the Westerly line of the realigned Madison Avenue right-of-way

as shown on Pivot Point Hotel Lot Tie/Lot Split recorded in Book 23, Pages 75 and 76, Yuma County Records, said point the beginning of a non-tangent curve to the left having a radial bearing North $88^{\circ}19'40''$ West;

Thence along said curve to the left of radius 5,764.65 feet along the Westerly line of said realigned Madison Avenue right-of-way through a central angle of $02^{\circ}58'26''$ an arc distance of 299.20 feet;

Thence South $01^{\circ}18'00''$ West along the Westerly line of said Madison Avenue right-of-way a distance of 101.33 feet to the TRUE POINT OF BEGINNING;

Said parcel contains 1.2082 acres, more or less.

**YUMA RIVERFRONT
MASTER DEVELOPMENT AND DISPOSITION AGREEMENT
LEGAL DESCRIPTION
PARCEL F1**

That portion of Quartermaster's Depot U.S. Military Reservation, located in fractional Section 35, Township 16 South, Range 22 East, San Bernardino Meridian, Yuma County, Arizona, as described in Quit Claim Deed recorded in Fee # 1999-14048, Yuma County Records, and a portion of Tract No. 1 as depicted on General Land Office Supplemental Plat of Section 35, Township 16 South, Range 22 East, San Bernardino Meridian, in Arizona, approved August 22, 1912, and a portion of Second Avenue and First Street rights-of-way, City of Yuma, according to White's Survey filed April 4, 1894, in the Office of the Yuma County Recorder, more particularly described as follows:

Beginning at the centerline intersection of Fourth Avenue and First Street;

Thence South $89^{\circ}56'37''$ East along the centerline of First Street a distance of 760.24 feet to the intersection with the centerline of Second Avenue;

Thence North $00^{\circ}03'23''$ East along the centerline of Second Avenue a distance of 176.50 feet to the TRUE POINT OF BEGINNING;

Thence North $89^{\circ}56'37''$ West parallel with the centerline of First Street a distance of 381.00 feet;

Thence North $00^{\circ}03'23''$ East parallel with the centerline of Second Avenue a distance of 147.75 feet to a point on the Southerly line of the Yuma Valley Railroad right-of-way, said Southerly line lying parallel with and 40 feet southerly of the centerline of the in place track as referred to in said Quit Claim Deed, said point the beginning of a non-tangent curve to the left having a radial bearing South $03^{\circ}50'48''$ West;

Thence along said curve to the left of radius 540.00 feet along the Southerly line of said Yuma Valley Railroad right-of-way through a central angle of $00^{\circ}37'42''$ an arc distance of 5.92 feet;

Thence South $86^{\circ}46'54''$ East along the Southerly line of said Yuma Valley Railroad right-of-way a distance of 165.00 feet to the beginning of a tangent curve to the left having a radial bearing South $03^{\circ}13'06''$ West;

Thence along said curve to the left of radius 440.00 feet along the Southerly line of said Yuma Valley Railroad right-of-way through a central angle of $15^{\circ}00'00''$ an arc distance of 115.19 feet to the beginning of a tangent curve to the left having a radial bearing South $11^{\circ}46'54''$ East;

Thence along said curve to the left of radius 565.00 feet along the Southerly line of said Yuma Valley Railroad right-of-way through a central angle of $13^{\circ}22'43''$ an arc distance of 131.93 feet;

**YUMA RIVERFRONT
MASTER DEVELOPMENT AND DISPOSITION AGREEMENT
LEGAL DESCRIPTION
PARCEL F1**

That portion of Quartermaster's Depot U.S. Military Reservation, located in fractional Section 35, Township 16 South, Range 22 East, San Bernardino Meridian, Yuma County, Arizona, as described in Quit Claim Deed recorded in Fee # 1999-14048, Yuma County Records, and a portion of Tract No. 1 as depicted on General Land Office Supplemental Plat of Section 35, Township 16 South, Range 22 East, San Bernardino Meridian, in Arizona, approved August 22, 1912, and a portion of Second Avenue and First Street rights-of-way, City of Yuma, according to White's Survey filed April 4, 1894, in the Office of the Yuma County Recorder, more particularly described as follows:

Beginning at the centerline intersection of Fourth Avenue and First Street;

Thence South $89^{\circ}56'37''$ East along the centerline of First Street a distance of 760.24 feet to the intersection with the centerline of Second Avenue;

Thence North $00^{\circ}03'23''$ East along the centerline of Second Avenue a distance of 176.50 feet to the TRUE POINT OF BEGINNING;

Thence North $89^{\circ}56'37''$ West parallel with the centerline of First Street a distance of 381.00 feet;

Thence North $00^{\circ}03'23''$ East parallel with the centerline of Second Avenue a distance of 147.75 feet to a point on the Southerly line of the Yuma Valley Railroad right-of-way, said Southerly line lying parallel with and 40 feet southerly of the centerline of the in place track as referred to in said Quit Claim Deed, said point the beginning of a non-tangent curve to the left having a radial bearing South $03^{\circ}50'48''$ West;

Thence along said curve to the left of radius 540.00 feet along the Southerly line of said Yuma Valley Railroad right-of-way through a central angle of $00^{\circ}37'42''$ an arc distance of 5.92 feet;

Thence South $86^{\circ}46'54''$ East along the Southerly line of said Yuma Valley Railroad right-of-way a distance of 165.00 feet to the beginning of a tangent curve to the left having a radial bearing South $03^{\circ}13'06''$ West;

Thence along said curve to the left of radius 440.00 feet along the Southerly line of said Yuma Valley Railroad right-of-way through a central angle of $15^{\circ}00'00''$ an arc distance of 115.19 feet to the beginning of a tangent curve to the left having a radial bearing South $11^{\circ}46'54''$ East;

Thence along said curve to the left of radius 565.00 feet along the Southerly line of said Yuma Valley Railroad right-of-way through a central angle of $13^{\circ}22'43''$ an arc distance of 131.93 feet;

**YUMA RIVERFRONT
MASTER DEVELOPMENT AND DISPOSITION AGREEMENT
LEGAL DESCRIPTION
PARCEL F2**

That portion of Quartermaster's Depot U.S. Military Reservation, located in fractional Section 35, Township 16 South, Range 22 East, San Bernardino Meridian, Yuma County, Arizona, as described in Quit Claim Deed recorded in Fee # 1999-14048, Yuma County Records, and a portion of Tract No. 1 as depicted on General Land Office Supplemental Plat of Section 35, Township 16 South, Range 22 East, San Bernardino Meridian, in Arizona, approved August 22, 1912, and a portion of Second Avenue right-of-way, City of Yuma, according to White's Survey filed April 4, 1894, in the Office of the Yuma County Recorder, more particularly described as follows:

Beginning at the centerline intersection of Fourth Avenue and First Street;

Thence South $89^{\circ}56'37''$ East along the centerline of First Street a distance of 760.24 feet to the intersection with the centerline of Second Avenue;

Thence North $00^{\circ}03'23''$ East along the centerline of Second Avenue a distance of 176.50 feet;

Thence South $89^{\circ}56'37''$ East parallel with the centerline of First Street a distance of 29.00 feet;

Thence North $00^{\circ}03'23''$ East parallel with the centerline of Second Avenue a distance of 34.91 feet to the TRUE POINT OF BEGINNING;

Thence continuing North $00^{\circ}03'23''$ East parallel with the centerline of Second Avenue a distance of 153.89 feet to a point on the Southerly line of the Yuma Valley Railroad right-of-way, said Southerly line lying parallel with and 40 feet Southerly of the centerline of the in place track as referred to in said Quit Claim Deed, said point the beginning of a non-tangent curve to the left having a radial bearing South $25^{\circ}09'37''$ East;

Thence along said curve to the left of radius 565.00 feet along the Southerly line of said Yuma Valley Railroad right-of-way through a central angle of $03^{\circ}07'17''$ an arc distance of 30.78 feet to the beginning of a tangent curve to the right having a radial bearing North $28^{\circ}16'54''$ West;

Thence along said curve to the right of radius 410.00 feet along the Southerly line of said Yuma Valley Railroad right-of-way through a central angle of $17^{\circ}30'00''$ an arc distance of 125.23 feet to the beginning of a tangent curve to the right having a radial bearing North $10^{\circ}46'54''$ West;

Thence along said curve to the right of radius 310.00 feet along the Southerly line of said Yuma Valley Railroad right-of-way through a central angle of $15^{\circ}00'00''$ an arc distance of 81.16 feet;

Thence South 85°46'54" East along the Southerly line of said Yuma Valley Railroad right-of-way a distance of 38.92 feet to the Northerly line of said Tract No. 1 and the North line of Parcel A, GSA Courthouse Lot Split as recorded in Book 25 of Plats, Pages 75 and 76, Yuma County Records;

Thence North 89°54'35" West along the North line of said Parcel A a distance of 37.92 feet;

Thence South 00°07'06" West along the West line of said Parcel A a distance of 150.54 feet;

Thence South 74°59'50" West a distance of 234.57 feet to the TRUE POINT OF BEGINNING;

Said parcel contains 0.8625 acres, more or less.

**YUMA RIVERFRONT
MASTER DEVELOPMENT AND DISPOSITION AGREEMENT
LEGAL DESCRIPTION
PARCEL G**

That portion of Quartermaster's Depot U.S. Military Reservation, located in fractional Section 35, Township 16 South, Range 22 East, San Bernardino Meridian, Yuma County, Arizona, as described in Quit Claim Deed recorded in Fee # 1999-14048, Yuma County Records, and a portion of Tract No. 1 as depicted on General Land Office Supplemental Plat of Section 35, Township 16 South, Range 22 East, San Bernardino Meridian, in Arizona, approved August 22, 1912, and a portion of Second Avenue and First Street rights-of-way, City of Yuma, according to White's Survey filed April 4, 1894, in the Office of the Yuma County Recorder, more particularly described as follows:

Beginning at the centerline intersection of Fourth Avenue and First Street;

Thence South 89°56'37" East along the centerline of First Street a distance of 760.24 feet to the intersection with the centerline of Second Avenue;

Thence North 00°03'23" East along the centerline of Second Avenue a distance of 44.00 feet;

Thence South 89°54'35" East parallel with the centerline of First Street a distance of 29.00 feet to the TRUE POINT OF BEGINNING;

Thence North 00°03'23" East parallel with the centerline of Second Avenue a distance of 167.43 feet;

Thence North 74°59'50" East a distance of 234.57 feet to the West line of Parcel A, GSA Courthouse Lot Split as recorded in Book 25 of Plats, Pages 75 and 76, Yuma County Records;

Thence South 00°07'06" West along the West line of said Parcel A a distance of 228.51 feet;

Thence North 89°54'35" West parallel with the centerline of First Street a distance of 226.27 feet to the TRUE POINT OF BEGINNING;

Said parcel contains 1.0288 acres, more or less.

**YUMA RIVERFRONT
MASTER DEVELOPMENT AND DISPOSITION AGREEMENT
LEGAL DESCRIPTION
PARCEL I**

That portion of Quartermaster's Depot U.S. Military Reservation, located in fractional Section 35, Township 16 South, Range 22 East, San Bernardino Meridian, Yuma County, Arizona, as described in Quit Claim Deed recorded in Fee # 1999-14048, Yuma County Records, and a portion of Tract No. 1 as depicted on General Land Office Supplemental Plat of Section 35, Township 16 South, Range 22 East, San Bernardino Meridian, in Arizona, approved August 22, 1912, and a portion of Second Avenue and First Street rights-of-way, City of Yuma, according to White's Survey filed April 4, 1894, in the Office of the Yuma County Recorder, more particularly described as follows:

Beginning at the centerline intersection of Fourth Avenue and First Street;

Thence South $89^{\circ}56'37''$ East along the centerline of First Street a distance of 760.24 feet to the intersection with the centerline of Second Avenue;

Thence North $00^{\circ}03'23''$ East along the centerline of Second Avenue a distance of 44.00 feet;

Thence North $89^{\circ}56'37''$ West parallel with the centerline of First Street a distance of 29.00 feet to the TRUE POINT OF BEGINNING;

Thence continuing North $89^{\circ}56'37''$ West a distance of 323.00 feet;

Thence North $00^{\circ}03'23''$ East parallel with the centerline of Second Avenue a distance of 132.50 feet;

Thence South $89^{\circ}56'37''$ East parallel with the centerline of First Street a distance of 323.00 feet;

Thence South $00^{\circ}03'23''$ West parallel with the centerline of Second Avenue a distance of 132.50 feet to the TRUE POINT OF BEGINNING;

Said parcel contains 0.9825 acres, more or less.

**YUMA RIVERFRONT
MASTER DEVELOPMENT AND DISPOSITION AGREEMENT
LEGAL DESCRIPTION
PARCEL J**

That portion of Quartermaster's Depot U.S. Military Reservation, located in fractional Section 35, Township 16 South, Range 22 East, San Bernardino Meridian, Yuma County, Arizona, as described in Quit Claim Deed recorded in Fee # 1999-14048, Yuma County Records, and a portion of Tract No. 1 as depicted on General Land Office Supplemental Plat of Section 35, Township 16 South, Range 22 East, San Bernardino Meridian, in Arizona, approved August 22, 1912, and a portion of First Street right-of-way, City of Yuma, according to White's Survey filed April 4, 1894, in the Office of the Yuma County Recorder, more particularly described as follows:

Beginning at the centerline intersection of Fourth Avenue and First Street;

Thence South $89^{\circ}56'37''$ East along the centerline of First Street a distance of 99.96 feet;

Thence North $00^{\circ}03'23''$ East distance of 44.00 feet to the TRUE POINT OF BEGINNING;

Thence North $44^{\circ}58'07''$ West a distance of 70.74 feet;

Thence North $00^{\circ}00'23''$ East parallel with the centerline of Fourth Avenue a distance of 310.60 feet to a point on the Southerly line of the Yuma Valley Railroad right-of-way, said Southerly line lying parallel with and 40 feet Southerly of the centerline of the in place track as referred to in said Quit Claim Deed, said point the beginning of a non-tangent curve to the left having a radial bearing South $26^{\circ}53'25''$ West;

Thence along said curve to the left of radius 940.00 feet along the Southerly line of said Yuma Valley Railroad right-of-way through a central angle of $03^{\circ}10'19''$ an arc distance of 52.04 feet to the beginning of a tangent curve to the left having a radial bearing South $23^{\circ}43'06''$ West;

Thence along said curve to the left of radius 290.00 feet along the Southerly line of said Yuma Valley Railroad right-of-way through a central angle of $9^{\circ}00'00''$ an arc distance of 45.55 feet;

Thence South $75^{\circ}16'54''$ East along the Southerly line of said Yuma Valley Railroad right-of-way a distance of 55.00 feet to the beginning of a tangent curve to the left having a radial bearing South $14^{\circ}43'06''$ West;

Thence along said curve to the left of radius 640.00 feet along the Southerly line of said Yuma Valley Railroad right-of-way through a central angle of $06^{\circ}30'00''$ an arc distance of 72.61 feet;

Thence South $81^{\circ}46'54''$ East along the Southerly line of said Yuma Valley Railroad right-of-way a distance of 75.00 feet to the beginning of a tangent curve to the left having a radial bearing South $08^{\circ}13'06''$ West;

Thence along said curve to the left of radius 540.00 feet along the Southerly line of said Yuma Valley Railroad right-of-way through a central angle of $04^{\circ}22'18''$ an arc distance of 41.20 feet;

Thence South $00^{\circ}03'23''$ West parallel with the centerline of Second Avenue a distance of 147.75 feet;

Thence South $89^{\circ}56'37''$ East parallel with the centerline of First Street a distance of 29.00 feet;

Thence South $00^{\circ}03'23''$ West parallel with the centerline of Second Avenue a distance of 132.50 feet;

Thence North $89^{\circ}56'37''$ West parallel with the centerline of First Street a distance of 308.28 feet to the TRUE POINT OF BEGINNING;

Said parcel contains 2.4000 acres, more or less.

EXHIBIT E

When recorded mail to:

ACKNOWLEDGEMENT OF TERMINATION AND RELEASE OF SUBLEASE

This Acknowledgement of Termination and Release of Sublease (this “Acknowledgement”) is executed as of _____, 20__, by and among CLARK-LANKFORD, LLC, a Delaware limited liability company, (“Clark-Lankford”), KESARI HOSPITALITY LLC, an Arizona limited liability company (“Kesari”), and CITY OF YUMA, ARIZONA, an Arizona municipal corporation (“City”).

WHEREAS, Clark-Lankford, as sublandlord, and Kesari, as subtenant, are parties to that certain Yuma Riverfront Development Sublease Agreement dated May 29, 2007 (the “Sublease”), and recorded on May 29, 2007, at Fee No. 2007-19465, Official Records of Yuma County, Arizona (“Official Records”) with respect to the real property legally described on Exhibit A attached hereto and the improvements located thereon (the “Premises”).

WHEREAS, pursuant to the terms of that certain Yuma Riverfront Modification Agreement dated as of _____, 20__ (the “Modification Agreement”), and recorded on _____, 20__, at Fee No. _____, Official Records, effective as of the date hereof, (i) the Sublease was terminated and (ii) Kesari succeeded Clark-Lankford as “Tenant” under that certain Yuma Riverfront Development First Phase Land and Improvements Lease, with the City “Landlord”, dated June 16, 2005, and recorded on June 28, 2005, at Fee No. 2005-27767, Official Records (as amended from time to time), with respect to the Premises.

WHEREAS, Clark-Lankford, Kesari and City desire to confirm the termination of the Sublease by execution of this Acknowledgement.

NOW, THEREFORE, Clark-Lankford, Kesari and City, in consideration of the mutual promises contained in the Modification Agreement, and for other good and valuable consideration (the receipt and sufficiency of which consideration is hereby acknowledged by each of the parties hereto), do hereby confirm that (i) the Sublease has been terminated in its entirety and shall be of no further force and effect and (ii) the parties to the Sublease have been released and discharged of any duties, liabilities and obligations thereunder.

This Acknowledgement shall be governed by the laws of the State of Arizona and may be executed in multiple counterparts, each of which shall constitute an original, but all of which shall constitute one document.

[SIGNATURES FOLLOW]

IN WITNESS WHEREOF, the parties have executed this Acknowledgement as of the date first above set forth.

KESARI:

KESARI HOSPITALITY LLC,
an Arizona limited liability company

By: _____
Name: Mitesh R. Kalthia
Its: Manager

STATE OF _____)
) ss.
County of _____)

The foregoing instrument was acknowledged before me this ____ day of _____, 20__, by Mitesh R. Kalthia, Manager of Kesari Hospitality LLC, an Arizona limited liability company, who acknowledged that he signed the foregoing instrument on behalf of the company.

Notary Public

My commission expires:

CITY:

CITY OF YUMA, ARIZONA, an Arizona
municipal corporation

By: _____
Gregory K. Wilkinson
City Administrator

ATTEST:

Lynda L. Bushong, City Clerk

APPROVED AS TO FORM:

By: _____
Richard W. Files, City Attorney

STATE OF ARIZONA)
) ss.
County of Yuma)

The foregoing instrument was acknowledged before me this ____ day of _____, 20__, by Gregory K. Wilkinson, City Administrator of the City of Yuma, who acknowledged that he signed the foregoing instrument on behalf of the City.

Notary Public

My commission expires:
